

# **PRODUCT DISCLOSURE STATEMENT**

**Solar Cloud Scheme**

**ARSN 612 098 110**

## Contents

<b>1.</b>	<b>Investment Overview</b>	<b>4</b>
<b>2.</b>	<b>Details of Offer</b>	<b>6</b>
<b>2.</b>	<b>Fees</b>	<b>14</b>
<b>3.</b>	<b>Risks</b>	<b>19</b>
<b>4.</b>	<b>Responsible Entity's Profile</b>	<b>21</b>
<b>5.</b>	<b>SolarCloud's Profile</b>	<b>24</b>
<b>6.</b>	<b>Additional Information</b>	<b>26</b>
<b>7.</b>	<b>Consents</b>	<b>28</b>
<b>8.</b>	<b>Directory</b>	<b>29</b>
<b>9.</b>	<b>Definitions &amp; Glossary</b>	<b>30</b>
	<b>Schedule 1 – Solar Cloud Management Agreement</b>	<b>33</b>
	<b>Schedule 2 - Instructions for Completing Application Form and Power of Attorney</b>	<b>49</b>
	<b>Schedule 3 - Application Form and Power of Attorney</b>	<b>53</b>

## Important Disclosures

### Responsible entity and issuer of this financial product

Huntley Management Limited ABN 52 089 240 513 (**Responsible Entity**) AFSL No. 229754 is the responsible entity of the Scheme and issuer of this product disclosure statement (**PDS**).

The contact details for the Responsible Entity are on listed in the investment directory section 9 of this PDS, and further information about the Responsible Entity is set out in section 5 of this PDS.

### Date of PDS

This PDS is dated 7 March 2019.

### Description of this financial product

This is an offer to acquire interests in a registered managed investment scheme known as Solar Cloud Scheme ARSN 612 098 110 (**Scheme**).

The Scheme is an enterprise scheme involving the Participants making available to the Responsible Entity, SolarCloud Panel(s), which the Participants own, for use in the Scheme. The electricity output generated from each Participant's SolarCloud Panel is pooled and sold to an energy user. Participants share in the revenue generated from the Scheme on a proportionate basis according to the number and age of SolarCloud Panels they own which are used in the Scheme. The Participant's share of revenue (after deduction of all fees and expenses) may be taken either by way distribution or by way of offset against the Participant's electricity account for their residence.

In order to acquire an interest in the Scheme (**Interest**), the applicant must, among other things, own a minimum of 1 (one) SolarCloud Panel which is made available to the Responsible Entity for use in the Scheme. Therefore, the Offer is only open to the owners of a SolarCloud Panel.

While ownership of a SolarCloud Panel is a prerequisite to participating in the Scheme, this PDS is not intended to provide applicants with all the information they will need to know in order to decide whether or not to purchase a SolarCloud Panel(s) because the SolarCloud Panel(s) are not scheme property but are individually owned by each Participant.

Applicants wanting to purchase a SolarCloud Panel will be provided with associated information making disclosures about the SolarCloud Panel(s) they wish to purchase. Applicants will need to enter a separate sale contract or agree to the online terms and conditions for the purchase of their SolarCloud Panel. Information in relation to the sale of SolarCloud Panel(s) has only been included in this PDS to the extent necessary to better explain the way in which the Scheme will operate.

Applicants who paid a deposit for a SolarCloud Panel(s) and wish to participate in the Scheme will be provided with a copy of this PDS. Under the SolarCloud Panel sale agreement initially used in conjunction with the Scheme, the deposit for a SolarCloud Panel is released to the vendor upon payment.

### Disclaimer

The information provided in this PDS is not investment advice and has been prepared without taking into account your investment objectives, financial circumstances and needs. You should read the whole of this PDS and consider all of the risk factors that could affect the performance of the Scheme and other information concerning the Interests in light of your own particular investment objectives, financial circumstances and particular needs (including financial and taxation issues) before deciding whether or not you will participate in the Scheme.

Participation in the Scheme is subject to investment risk as well as other risks, including possible loss of income. Neither the Responsible Entity nor any other person gives any guarantee or assurance as to the performance of the Scheme. Some of the risk factors that should be considered by potential Participants are set out in section 5 of this PDS. If you have any questions or are uncertain as to whether participation in the Scheme is suitable for you, you should seek professional advice from your accountant, financial adviser and other professional advisers before deciding whether to participate in the Scheme.

The Responsible Entity or its associates may acquire interests in, lend to or provide other services to the Scheme and may be paid fees, including expenses in relation to the Offer and fees in relation to the management of the Scheme.

No representations are made in relation to the Scheme other than as are expressly contained in this PDS.

No person is authorised to give any information or to make any representation in connection with the Offer or the Scheme which is not contained in this PDS. Any information or representation that is not in this PDS may not be relied upon as having been authorised by the Responsible Entity or any associate of the Responsible Entity in connection with the Offer.

Except as required by law, and then only to the extent so required, neither the Responsible Entity nor any other person warrants the future performance of the Scheme or any return on any investment made pursuant to this PDS.

### **Offer requirements**

In addition to the fact that this Offer is only available to SolarCloud Panel(s) owners, you may only participate in the Scheme if you have received this PDS in Australia.

Applications will only be accepted on the basis of the Application Form and Power of Attorney attached to or accompanying this PDS.

### **Electronic information**

An electronic copy of this document and updates regarding the Scheme can be accessed at [www.huntleygroup.com.au](http://www.huntleygroup.com.au) and [www.SolarCloud.com.au](http://www.SolarCloud.com.au).

### **Definitions**

Words used in this document, which are defined in section 10 of this PDS have the meanings therein set out, unless the context dictates otherwise.

### **Offering restrictions apply**

No action has been taken to register or qualify the Interests or otherwise to permit a public offering of the Interests in any jurisdiction outside of Australia. This PDS does not constitute an offer or invitation in any jurisdiction in which, or to any person to whom, it would not be lawful to make such an offer or invitation. The distribution of this PDS in jurisdictions outside Australia may be restricted by law. Persons who come into possession of this PDS who are not in Australia should seek advice on and observe any such restrictions. Any failure to comply with such restrictions may constitute a violation of applicable securities law. In particular, the Interests have not been and will not be registered under the US Securities Act of 1933, as amended, (the 'US Securities Act') or the laws of any State of the United States and may not be offered or sold within the United States or to, or for the account or benefit of a US Person (as defined in Regulation S of the US Securities Act) except in a transaction exempt from the registration requirements of the US Securities Act or applicable US State securities laws.

### **Financial amounts and times**

All financial amounts contained in this PDS are expressed in Australian currency unless otherwise stated. Some amounts in this document have been rounded and as a result some totals may not add up exactly. A reference to time in this PDS is a reference to Sydney, Australia time.

### **Updating the PDS**

Information contained in this PDS is subject to change from time to time and may be updated by the Responsible Entity. Any updated information (which is not materially adverse to applicants) will be available from [www.huntleygroup.com.au](http://www.huntleygroup.com.au) and [www.solarcloud.com.au](http://www.solarcloud.com.au) Where updated information is materially adverse to applicants, the Responsible Entity will issue a supplementary PDS.

## **Applications for Participating Interests**

Applications for a Participating Interest may be made by a purchaser or owner of a SolarCloud Panel(s) and can be made by completing and lodging an Application Form and Power of Attorney which is attached to or accompanies this PDS in accordance with the Application Form and Power of Attorney instructions on the Application Form and Power of Attorney itself.

If you wish to obtain a free copy of this PDS, please contact the Scheme Information line on +612 9233 5444, or by email at [sydney@huntleygroup.com.au](mailto:sydney@huntleygroup.com.au). The PDS is also available in electronic form, for information purposes only, at [www.huntleygroup.com.au](http://www.huntleygroup.com.au) and [www.Solarcloud.com.au](http://www.Solarcloud.com.au).

## **Privacy and Personal Information**

The completed Application Form and Power of Attorney provides personal information about you to the Responsible Entity. The Responsible Entity collects your personal information to process and administer your investment in Scheme and to provide related services to you. If you do not complete the Application Form and Power of Attorney in full, The Responsible Entity may not accept your Application Form and Power of Attorney. The Responsible Entity may disclose your personal information, for purposes related to your investment, to its agents or service providers, including the sponsoring broker and registry. You can obtain access to personal information that the Responsible Entity holds about you. To make a request for access, please contact the Responsible Entity on +612 9233 5444.

### **IMPORTANT NOTICE**

**Please read this document carefully before you make a decision to participate in the Scheme. Participation in the Scheme has specific risks which you should consider before making a decision to participate.**

**You should consider whether to consult:**

- **an investment adviser who is either a financial services licensee or an authorised representative of a financial services licensee;**
- **a taxation adviser; or**
- **a lawyer,**

**before making a decision to become a member of the Scheme.**

**You should also obtain professional advice before signing any Sale Contract or online terms and conditions on the basis that doing so may result in contractual obligations, including an obligation to become a member of the Scheme.**

## 1. Investment Overview

This summary is not intended to be exhaustive. For more detailed information, please refer to the relevant section of the PDS, noted in the column on the right. Prospective investors should read the entire PDS, all other documentation provided to them, and consult their financial and other professional advisers to make an informed decision about whether or not they should participate in the Scheme.

Feature	Description	Section
Type of investment	The Scheme is an enterprise scheme. It involves each Participant entering into a Management Agreement (see Schedule 1 herein) pursuant to which the electricity generated from a Participant's SolarCloud Panel(s) is pooled with each other Participant's SolarCloud Panel(s) and sold to generate revenue for the Scheme. Participants. The revenue from the use of all Participants' SolarCloud Panel(s) is pooled so returns are not dependent on the use of a Participant's particular SolarCloud Panel(s), but is instead dependent on the sale of electricity generated from all Participating SolarCloud Panel(s).	2.1
Responsible Entity	The Responsible Entity is a specialist responsible entity.	5
Minimum Investment	The minimum investment is one (1) Participating Interest. You may apply for one (1) Participating Interest per SolarCloud Panel you provide to the Responsible Entity for use in the Scheme.	2.17
Ongoing Fees	<p>You will pay a monthly management fee to the Responsible Entity monthly in arrears on the last day of each month (with the first and last month being proportionate if required) being an amount of a maximum of 25% of the Participant's Proportional Interest in the Pooled Revenue for that month</p> <p>The Responsible Entity will also be entitled to be indemnified out of scheme property for Recoverable Costs. These are estimated to be \$10,000 for the first year of the Scheme.</p>	3

Feature	Description	Section
Significant Benefits	The significant benefit of the Scheme to a Participant is the share of any Pooled Revenue received from the sale of the pooled electricity produced by all of the Participant's SolarCloud Panel(s) used in the Scheme.	2.1
Distributions	<p>If the Participant is a Private Consumer Participant, the Participant's Revenue less any Unpaid Fees shall be applied to or set off against that Participant's electricity account with any energy retailer for the domestic electricity consumption in that Participant's residence or paid to another account as directed by the Participant, and reasonably agreed by the Responsible Entity.</p> <p>If the Participant is a Business Participant, the Participant's Revenue less any Unpaid Fees will be credited to the nominated bank account of that Participant.</p>	2.1
Cooling-off	There is no cooling-off period in relation to Applications. Once an Application has been lodged, it cannot be withdrawn.	2.144
Scheme communications	The Responsible Entity will endeavour to keep investors informed about the performance of the Scheme. The Responsible Entity will communicate with investors through regular reports by letter or via its website at <a href="http://www.huntleygroup.com.au">www.huntleygroup.com.au</a> .	2.199

**The information set out in this section is not intended to be comprehensive and should be read in conjunction with the full text of this PDS.**

**No guarantee of any return on your investment is given by the Responsible Entity.**

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## 2. Details of Offer

### 2.1 What is being Offered?

Investors who own or are prepared to acquire one or more SolarCloud Panel(s) are being offered the opportunity to participate in the Scheme.

In summary, the Scheme works in the following way:

- (a) A SolarCloud Panel(s) owner whose Application is accepted by the Responsible Entity will become a party to the Management Agreement (see a full copy at section Schedule 1 of this PDS) and thereby become a Participant in the Scheme.
- (b) Under the Management Agreement:
  - (1) the Participant makes the Participant's Solar Cloud Panel available for use exclusively by Responsible Entity for the purposes of the Scheme;
  - (2) the Participant grants to Responsible Entity the right and absolute authority in its absolute discretion to:
    - (A) install or move the Participant's Solar Cloud Panel;
    - (B) maintain and effect repairs, as necessary, to the Participant's Solar Cloud Panel;
    - (C) pool the Output from the Participant's Solar Cloud Panel with other Participants' Solar Cloud Panel;
    - (D) undertake marketing activities in respect of the sale or future sale of the pooled Output; and
    - (E) sell the Output from the Participant's Solar Cloud Panel;
  - (3) the Responsible Entity will enter into sale arrangements with energy users in relation to the sale of the energy generated by the Pooled Output of the Scheme, including the Output generated by the Participant's Solar Cloud Panel;
  - (4) the proceeds from the sale of the energy generated by the Output under the Scheme will be divided pro rata according to the Proportional Interest of each of the Participants in the Scheme;
  - (5) Participants can choose to either:
    - (A) use their share of the Pooled Output to offset their personal domestic electricity consumption in their residence; or
    - (B) carry on a business of generating electricity to produce assessable income in the form of their Proportional Interest in the Pooled Output;

- (6) the Responsible Entity is engaged by each Participant to provide the Services (which will be undertaken through its experienced operational manager) which include:
- (A) identifying appropriate land on which to install the Participant's Solar Cloud Panel;
  - (B) negotiating and entering into a lease for land or license/right to use property on which to install the Participant's Solar Cloud Panel;
  - (C) if not already installed, arranging for the Participant's Solar Cloud Panel to be installed on the land which has been leased;
  - (D) regularly inspecting and as necessary, keeping in good repair and condition the Participant's Solar Cloud Panel and properly maintaining all software, hardware, plant and equipment used in the Solar Cloud System;
  - (E) pooling the Output from the Participant's Solar Cloud Panel with other Participants' Solar Cloud Panels.
- (c) The Responsible Entity has entered into a licence from Share My Solar Pty Ltd ACN 164 838 288 ("**SMS**") to use the "Solar Cloud System" for the purposes of the Scheme. Solar Cloud System is intellectual property comprising an electricity and distribution method from the use of solar panels and includes inverters and solar meters. Each Participant's Solar Panel(s) is or are hooked up to the Solar Cloud System as part of the installation services provided by the Responsible Entity. SMS also holds an individual exemption given by Australian Energy Regulator (AER) from the requirement to hold a retailer authorisation under the National Energy Retail Law.
- (d) The Responsible Entity has entered into the Operational Management Agreement with SolarCloud (details of which may be found at section 7.3 of this PDS), pursuant to which the Responsible Entity has appointed SolarCloud as the operational manager for the Scheme to provide the services involving the operational aspects of the Scheme.
- (e) Under the terms of the Operational Management Agreement:
- (1) SolarCloud will conduct the Solar Electricity Business as a subcontractor to the Responsible Entity to generate Pooled Revenue;
  - (2) The Responsible Entity will pay SolarCloud out of the fees the Responsible Entity is entitled to receive under the Constitution and Management Agreement (see section 3 hereof) ; and
- (see section 7.3 of this PDS).
- (f) Under the terms of the Constitution and the Management Agreement, the Responsible Entity will deduct its fees, costs and expenses (see section 3 of this PDS), from the Pooled Revenue, and will distribute the balance remaining among the Participants. The income from the use of all Participating SolarCloud Panel(s) is pooled so returns are not dependent on the use of a Participant's particular SolarCloud Panel(s), but are instead dependent on overall performance/income of all Participating SolarCloud Panel(s).

If the Participant is a Private Consumer Participant, the Participant's Revenue less any Unpaid Fees will be applied to or set off against that Participant's electricity account with any energy retailer for

the domestic electricity consumption in that Participant's residence or paid to another account as directed by the Participant, and reasonably agreed by the Responsible Entity.

If the Participant is a Business Participant, the Participant's Revenue less any Unpaid Fees will be credited to the nominated bank account of that Participant.

## **2.2 How are your property rights in your SolarCloud Panel(s) affected by holding a Participating Interest in the Scheme?**

If you become a Participant, you will be bound by the terms of the Management Agreement in relation to your Participating SolarCloud Panel(s). Under the terms of the Management Agreement you have given exclusive possession of your Participating SolarCloud Panel(s) to the Responsible Entity for the term of the Management Agreement ("**Term**").

This means that you cannot interfere with the Responsible Entity's use and quiet enjoyment of your SolarCloud Panel(s) for the Term. It also means that if you sell your Participating SolarCloud Panel(s), you must sell it subject to the Management Agreement.

However you will be entitled to your share of the Pooled Revenue calculated in the manner set out in the Management Agreement the form of distribution depending on whether you are a Private Consumer Participant or a Business Participant.

## **2.3 What key rights will Investors have in relation to the use of their SolarCloud Panel (s) by the Responsible Entity and the Solar Cloud Scheme?**

The key rights that you will have as a Participant in the Scheme are contained in the Management Agreement a summary of which is set out in section 2.1 above

## **2.4 What sort of Solar System is being operated under the Scheme and how will it be operated?**

The Solar System features a collection of one or more SolarCloud Panel(s), designed and built using some of the highest standard panels and invertors available at the time of the build. Details of the panels and general details of Solar Systems can be found on [www.solarcloud.com.au](http://www.solarcloud.com.au)

## **2.5 What are the key terms of the SolarCloud Management Agreement?**

The key terms are set out in section 2.1 above.

## **2.6 Will my SolarCloud Panel(s) be kept in good repair?**

Yes. The repair and maintenance of your SolarCloud Panel(s) forms part of the Services to be provided under the Management Agreement. This is outsourced to the Operational Manager.

## **2.7 Am I able to use my SolarCloud Panel(s)?**

No. You will be giving the Responsible Entity exclusive possession of your SolarCloud Panel(s) for the Term for the purposes of the Scheme to enable you to share in the Pooled Output and therefore will you not be able to use your SolarCloud Panel(s) during that Term.

## **2.8 What fees will I have to pay?**

Full details of the fees payable as a member of the Scheme are set out in section 3 of this PDS.

## 2.9 What are the risks and returns of the investment?

### (a) Key Risks

A full description of the risks is set out in section 4.

However the key risks are:

#### (1) Revenue risk

The returns to Participants are dependent on timely payments made by the Customers.

#### (2) Weather risk

The success of the Scheme is dependent upon the performance of the SolarCloud Panels which is dependent upon their being sunlight for collection. Therefore the level of Output may be affected by weather patterns.

#### (3) Contractor Risk

The success of the Scheme is heavily dependent on the performance by SolarCloud of its obligations under the Operational Management Agreement. If SolarCloud were unable to perform its obligations under the Operational Management Agreement there is a risk that a suitable replacement may not be able to be obtained for some time. If this were to occur and a replacement manager cannot be found the Scheme may have to be wound up.

### (b) Returns

The Responsible Entity does not guarantee any particular return to a Participant.

However, the Participant is entitled to the Participant's Revenue which is derived from sale of the Pooled Output.

The Responsible Entity may deduct from the Participant's Revenue any Unpaid Fees. The Responsible Entity may also from time to time pay any taxes or duties required to be paid by the Participant with respect to their Participating Interests including without limitation any withholding taxes out of the Participant's Revenue.

If the Participant is a Private Consumer Participant, the Participant's Revenue less any amounts referred to in above shall be applied to or set off against that Participant's electricity account with any energy retailer for the domestic electricity consumption in that Participant's residence or paid to another account as directed by the Participant, and reasonably agreed by the Responsible Entity.

If the Participant is a Business Participant, the Participant's Revenue less any amounts referred to above shall be credited to the nominated bank account of that Participant.

The yield return to an individual Participant will depend on the original purchase price of a SolarCloud Panel, which may vary from time to time. The price of an individual panel may vary due to special offers from time to time or different sizes of panels. A larger panel (e.g. a 300Watt panel will generate more energy and more entitlement to the Pooled Output than a

25-Watt panel). The revenue generated by the Pooled Output will vary depending on the location of each Solar Cloud Systems in the pool. The Pooled Output is shared amongst all Participants.

## **2.10 Term**

The Term of the Scheme will be until the Termination Date.

## **2.11 Withdrawal Rights**

Participants cannot withdraw from the Scheme or require redemption of their Interests in the Scheme.

## **2.12 What are the Tax Implications**

### **(a) General**

It is recommended you seek and rely upon your own independent professional taxation advice in relation to the taxation implications of your participation in the Scheme and your ownership of a SolarCloud Panel(s). If you are a non-resident please refer to your country's taxation rules.

Subject to the above qualifications, the following is a summary of the expected tax treatment:

- (1) If you are not in the business of producing and or selling electricity then:
  - (A) your Participant's Revenue may not be ordinary income and therefore may not be included in your assessable income for the purposes of calculating your taxable income;
  - (B) you would not be entitled to any deductions for the decline in value of your SolarCloud Panel(s) or for the fees and costs incurred by you in relation to your interest in the Scheme.
- (2) If you are in the business of producing or selling electricity then:
  - (A) if you are a small business entity you may be able to choose to deduct the cost of your SolarCloud Panel(s) under either the general capital allowance provisions or the small business capital allowance provisions;
  - (B) if you are not a small business entity you may only be able to deduct the cost of your SolarCloud Panel(s) under the general capital allowance provisions;
  - (C) if you deduct under the small business capital allowance provisions and your SolarCloud Panel(s) was first used or installed ready for use in the period from 12 May 2015 to 30 June 2019 you may immediately deduct the cost if it is less than \$20,000 or if it costs \$20,000 or more the amount will be allocated to the general small business pool and deductions claimed each income year based on a percentage of the opening balance of that pool;
  - (D) if you deduct the cost of your SolarCloud Panel(s) under the general capital allowance provisions you will be entitled to a deduction for the decline in value of your SolarCloud Panel(s) over its effective life;

- (E) you should be entitled to a deduction for all fees, costs and expenses payable to the Responsible Entity;
- (F) you will be required to include in your assessable income your Participant's Revenue;
- (G) the non-commercial loss provisions may operate to cause a deferral of deductions referred to above until there is assessable income available from that business activity or the Commissioner exercises his discretion to allow the deductions.

**(b) Application of GST**

If you are carrying on an enterprise and are registered for GST or required to be registered for GST then any taxable supplies that you make will be subject to GST and you will be entitled to input tax credits to the extent that the acquisitions are creditable acquisitions.

If you are not carrying on an enterprise or you are not registered for GST or required to be registered for GST then you will not be making taxable supplies and therefore there is no GST applicable and you will not be entitled to any input tax credits on your acquisitions.

However, we recommend you seek legal, financial and taxation advice in relation to the impact of GST on your participation in the Scheme. .

Participants should obtain their own independent legal, financial and taxation advice in relation to their participation on the Scheme.

**2.13 Dispute Resolution**

The Responsible Entity takes complaints seriously and aims to resolve them as quickly as possible. If you have a complaint, then you should notify us in writing. The address for this notice is the Complaints Officer, The Huntley Group at 13/37 Bligh St, Sydney NSW 2000. We will promptly acknowledge your complaint, investigate it and decide in a timely manner what action needs to be taken. We will notify you of our decision and any action we take to remedy your complaint and inform you of the avenues of appeal you have against the decision.

If you are not satisfied that your complaint has been properly handled by the Responsible Entity, then you should report your concerns to the Financial Ombudsman Service, 31 Queen Street, Melbourne, VIC, 3000. The Responsible Entity's membership number is 14841.

**2.14 Cooling Off**

Interests in the Scheme will be a managed investment product. At the time the Interests are issued, the Scheme is not liquid as defined in section 601KA of the Corporations Act.

Therefore, there is no cooling-off period applicable to the issue of Participating Interests.

**2.15 Labour Standards, Environmental Social and Ethical Considerations**

The Responsible Entity does not take into account the labour standards, environmental, social and ethical considerations with respect to the selection, retention or realisation of an investment.

## **2.16 Corporate Governance**

The Scheme and the Compliance Plan for the Scheme will be audited on an annual basis.

The Scheme has a compliance committee which meets on a quarterly basis. The Responsible Entity will report to Participants at least annually.

## **2.17 Allotment and Allocation of Interests**

In order to apply for a Participating Interest, the Applicant must:

- (a) purchase one or more SolarCloud Panels; and
- (b) provide a completed Application Form and Power of Attorney attached to or accompanying this PDS.

Once each of the above are provided to the Responsible Entity by the Applicant, if the Responsible Entity accepts the Applicant's application, the Responsible Entity will execute the Management Agreement. The Responsible Entity must inform the Applicant whether or not their Application Form and Power of Attorney has been accepted within thirty (30) days of receipt of all of the material identified above.

The minimum investment is one (1) Participating Interest.

## **2.18 Transfers of Interests**

In addition to the process for applying to the Responsible Entity to acquire a Participating Interest, it is possible for a person who wants to participate in the Scheme to acquire a Participating Interest from an existing Participant.

If a person acquires a Participating SolarCloud Panel(s) from a Participant, they will take title to the Participating SolarCloud Panel(s) subject to the existing Management Agreement.

While the process of selling a Participating SolarCloud Panel(s) does not directly involve the Responsible Entity, the Constitution provides that where a Participating SolarCloud Panel(s) is sold subject to an existing Management Agreement, the new owner of the Participating SolarCloud Panel(s) also receives the associated Interest in the Scheme and therefore becomes the new Participant.

The vendor of the Participating SolarCloud Panel(s) is obliged to inform the Responsible Entity of the sale of their Participating SolarCloud Panel(s), and the new owner of the Participating SolarCloud Panel(s) is required to provide the Responsible Entity with whatever information the Responsible Entity reasonably believes is required to carry out its obligations under the Constitution and the SolarCloud Panel(s) Lease.

## **2.19 Disclosure**

The Scheme may be a disclosing entity for the purposes of the Corporations Act. As such, the Scheme will be subject to regular reporting and disclosure obligations. Copies of documents lodged with ASIC about the Scheme may be obtained from, or inspected at, any ASIC office. If the Scheme is a disclosing entity, then you will have the right to obtain a copy of the following documents from the Responsible Entity:

- the annual financial report most recently lodged with the ASIC for the Scheme.
- any half-year financial report lodged with ASIC for the Scheme after the lodgement of that annual financial report and before the date of the PDS
- any continuous disclosure notices given by us after the lodgement of that annual report and before the date of this PDS

## **2.20 Electronic PDS**

This PDS may be accessed on the Internet through the Responsible Entity's Website at [www.huntleygroup.com.au](http://www.huntleygroup.com.au) or at [www.solarcloud.com.au](http://www.solarcloud.com.au). The Corporations Act prohibits any person from passing an Application Form and Power of Attorney to another person unless it is accompanied by a hard copy of this PDS or accompanies a complete and unaltered electronic version of this PDS. Investors should read the PDS before completing the Application Form and Power of Attorney. During the offer period, any person may obtain a hard copy of this PDS on request and without charge by contacting Scheme.

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### 3. Fees

#### Consumer advisory warning

##### DID YOU KNOW?

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

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

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

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

##### TO FIND OUT MORE

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

The above warning is required to be included by law and no warranty is given as to the accuracy of any statement included therein. Investors should read the whole of this PDS in order to understand the effect of the fees and costs on any investment in this Scheme.

#### Explanation and Fees and Costs Template

This document 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 Scheme assets as a whole.

Taxes and insurance costs 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
Fees when your money moves in or out of the Scheme		
<i>Establishment fee</i> The fee to open your investment	Not Applicable	Not Applicable
<i>Contribution fee</i> The fee on each amount contributed to your investment – either by you or your employer	Not Applicable	Not Applicable
<i>Withdrawal fee</i> The fee on each amount you take out of your investment	Not Applicable	Not Applicable
<i>Termination fee</i> The fee to close your investment	Not Applicable	Not Applicable
Management costs		
The fees and costs for managing your investment		
Management Fees	Up to 25% of the Participant's Proportional Interest in the Pooled Revenue	Accrues daily but payable monthly in arrears out of the Participant's Proportional Interest in the Pooled Revenue
Recoverable Expenses	Under the Constitution, the Responsible Entity is entitled to recover reimbursable expenses incurred in the performance of its duties.	See "Additional Explanation of Fees and Costs" for more details.
Service fees		
<i>Investment switching fee</i> The fee for changing investment options	Not Applicable	Not Applicable

## **Additional Explanation of Fees and Costs**

### **3.1 Service Fees**

There are no additional service fees to the fees disclosed in the above table.

### **3.2 Recoverable Expenses**

The Responsible Entity is entitled to recover certain expenses and costs relating to the operation of the Scheme. Recoverable Expenses under the Constitution include the following:

- (a) all costs, charges and expenses incurred in connection with the acquisition, custody, management, transfer, financing or disposal of scheme property (for example commissions, brokerage, legal fees, travel costs, accounting fees, bank charges and stamp duty);
- (b) fees and expenses of any agent or delegate appointed by the Responsible Entity, including the Custodian and any operational manager;
- (c) fees and expenses of the auditors retained in respect of the Scheme.
- (d) bank charges on the operation of bank accounts;
- (e) costs, charges and expenses incurred in connection with borrowing money on behalf of the Participants under this Constitution;
- (f) Tax payable by the Participants in respect of scheme property or scheme property, but not Tax of the Responsible Entity which is payable by the Responsible Entity on its own account;
- (g) fees and charges of any regulatory or statutory authority;
- (h) fees and expenses of advisers or any other consultants employed by the Responsible Entity when those persons or firms are appointed to perform specific duties under this Constitution, but no reimbursement will be made for fees and expenses of these consultants if the consultant is appointed to perform functions of the Responsible Entity which would ordinarily be part of the business of the Responsible Entity;
- (i) costs of convening and holding meetings of Participants;
- (j) costs of printing and postage of cheques, making electronic payments, accounts, distribution statements, notices and other documents posted to some or all Participants in accordance with the provisions of this Constitution, including all stationery related to these matters;
- (k) all costs, charges and expenses incurred in relation to preparation and distribution of any report or document required by law to be prepared in respect of the Scheme, or prepared by the Responsible Entity in good faith in respect of the Scheme;
- (l) expenses incurred in connection with the keeping and maintaining of the accounting records and registers;
- (m) costs and disbursements incurred by or on behalf of the Responsible Entity in connection with its retirement and the appointment of a substitute;
- (n) costs and disbursements incurred by the Responsible Entity in the initiation, conduct and settlement of any court proceedings;

- (1) to enforce any provisions of this Constitution, or
- (2) in relation to scheme property or scheme property;
- (o) insurance premiums in respect of the Responsible Entity's professional indemnity insurance policy;
- (p) costs and disbursements incurred in the preparation and lodgement of returns under the Corporations Act, Tax Act or any other laws for the Scheme;
- (q) costs of acquiring, establishing and developing computer software systems required for the administration of the Scheme;
- (r) costs, charges and expenses of and incidental to the preparation, execution and stamping of this Constitution, any related compliance plan or any supplemental deeds or plans;
- (s) management fees, construction management and development management fees;
- (t) costs and expenses incurred in conversions, rearrangements or reorganisations which are associated with complying with any new law or ASIC policy;
- (u) all costs and disbursements in connection with the establishment, management and maintenance of any listing on any exchange or secondary market of the Scheme and the performance of the functions and duties of the Responsible Entity under the Constitution;
- (v) costs, charges and expenses related to any compliance committee to the extent it reasonably relates to the Scheme, Constitution or the Compliance Plan for the Scheme relating to or including the appropriate portion of compliance committee's remuneration and independent legal, accounting or other professional advice required by that committee;
- (w) all costs, charges and expenses (including legal, accounting, tax, financial and other services) of establishing the Scheme and including the preparation, due diligence, registration, promotion and distribution of a PDS and the preparation, registration, distribution, due diligence and promotion of the Scheme or any scheme property;
- (x) fees payable to any operational manager; and,
- (y) all other costs in connection with the administration and management of the Scheme.

For the first year of the Scheme we estimate that these Recoverable Expenses will be approximately \$10000 per annum.

Recoverable expenses are paid from or reimbursed out of the Pooled Revenue.

### **3.3 Tax and Insurance Costs**

You may incur income tax with respect to your investment in the Scheme. You are referred to section 2.12 in relation to the taxation effects on your investment. However you should obtain your own independent legal and taxation advice in relation to those taxation effects as the situation may vary according to your own personal circumstances.

There is no benefit of any tax deduction to be passed on to the investor in the form of a reduced fee or cost. Any tax deduction merely reduces the net income of the Scheme a proportion of which a Member is presently entitled.

The fees disclosed in the above table cover all insurance costs which we pay out of those fees payable to us.

### 3.4 GST

All fees and costs quoted in the above table are inclusive of GST less any reduced inputs tax credits and stamp duty, where applicable.

### 3.5 Adviser Remuneration

We are not paying any adviser remuneration with respect to your investment in the Scheme.

### 3.6 Transactional and Operational Costs

The only transactional and operational costs payable are those listed in the above table. Any other transactional or operational costs must be met by us out of the fees we received as set out in the above table.

### 3.7 Fee Changes

The fees may not be changed unless the Constitution is amended. The constitution may be amended by special resolution of members of the Scheme or by the Responsible Entity if it reasonably considers the change will not adversely affect the rights of Participants.

### 3.8 Flexible Charging Structure

There is no flexible charging structure for this Scheme.

## Example Wording and Table

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

Table

EXAMPLE		BALANCE OF \$50,000 WITH TOTAL CONTRIBUTIONS OF \$5,000 DURING YEAR
Contribution Fees	0%	For every additional \$5 000 you put in, you will be charged \$0.
<b>PLUS</b> Management Costs	0% (ICR)	<b>And</b> for every \$50,000 you have in the Scheme, you will be charged \$0 each year
<b>EQUALS</b> Cost of Scheme		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 of \$0  <b>What it costs you will depend on the fees you negotiate with your financial adviser.</b>

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## **4. Risks**

All investments involve varying degrees of risk. While there are many factors that may impact on the performance of any investment, the summary below details some of the major risks that you should be aware of when considering whether or not you will participate in the Scheme.

We do not guarantee any target return or any particular rate of return. Returns from your participation in the Scheme will be influenced by a number of risk factors. These risks relate to the nature of the underlying Scheme Property, the way Responsible Entity and SolarCloud conduct their respective businesses and the state of the economy generally.

Individually, or in any combination, these risk factors may affect the operation of the Scheme and the ability to pay income distributions to Participants. There is no guarantee that the Scheme will achieve any particular return. An investment in the Scheme should be considered in light of these risks.

Before deciding to invest in the Scheme you should read the entire PDS, consider these risk factors, and review how these risk factors may impact on your personal circumstances.

You should seek professional advice from your lawyer, accountant or other professional adviser before deciding whether to participate in the Scheme. While it is not possible to identify every risk factor relevant to investing in the Scheme, we have detailed some of the significant risks in this section.

### **4.1 Weather**

The generation of electricity from the SolarCloud Panel(s) is dependent on the available amount of sunlight. Changes in weather conditions may affect the Output from time to time and therefore the amount of the Pooled Revenue from time to time. This will impact on the returns to the Participants.

### **4.2 Market Conditions**

Changes in the market conditions, including changes in the demand for electricity, will affect the price of electricity and therefore the earnings of the Participants. For example, a change in overall cost of electricity could affect the returns in either a positive or negative way.

### **4.3 Economic Factors**

The success of the Scheme will be affected by general economic factors. Should the economy experience a downturn, then this is likely to have an effect on the price of electricity and therefore the income levels that can be achieved. Government policy changes in relation to matters such as tax can also impact upon returns, as can fluctuations in currency exchange rates.

### **4.4 Competition**

The entry of new competitors, in the solar electricity generation industry or the electricity generation industry generally could affect returns.

### **4.5 Operator Risk**

The success of the Scheme is dependent upon the performance of SolarCloud as the Operational Manager. SolarCloud is required to maintain specific standards under the Operational Management Agreement. However if these standards are not maintained it may affect future returns.

If the Operational Management Agreement is terminated, there is a risk that a suitable replacement may not be able to be appointed for some time. If a replacement manager is not found within three months of termination of the Operational Management Agreement, the Constitution requires the Scheme to be wound up.

Therefore, if the SolarCloud were to be removed as the operational manager of the Scheme, then this could have an effect on the performance of your investment if the replacement operational manager is not as experienced or proficient.

#### **4.6 Uncontrolled Events**

It is possible that events beyond the control of a party, including fire, flood, earthquake and other acts of God, terrorist attacks and war may lead to a capital loss or a reduction in income. Insurance may not cover damage from these sources. Such damage may result in either Participants or the Responsible Entity incurring costs, and may negatively impact on the Pooled Revenue.

#### **4.7 Conflict of Interest**

If conflicts of interest are not managed, then the interests of investors may be affected by the interests of others overriding their interests. However we have a procedure in place to manage conflicts of interest which is set out in the compliance plan for the Scheme registered with ASIC.

#### **4.8 Legislative Change**

Changes in legislation (including changes to the Tax Acts) may have an impact on returns from the Scheme. Participants are advised to form their own view on the likelihood and impact of any legislative change.

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## **5. Responsible Entity's Profile**

### **5.1 Background**

The Responsible Entity and the Custodian are part of the Huntley Group. The Huntley Group provides managed investment services to investors, developers and promoters of managed investments in Australia.

Companies in the Huntley Group act as responsible entity, custodian, trustee and/or manager for over 40 managed investment schemes some of which are regulated by ASIC. In this capacity, The Huntley Group represents over thousands of private investors.

These projects include residential property investments, commercial property syndicates and trusts, mortgage investment and debenture programs, property development ventures, resource and agricultural investment projects.

Staffed by lawyers, accountants, property professionals and specialist consultants, The Huntley Group seeks to protect the interest of investors in these projects and provide developers and promoters with assistance on regulatory issues relating to the raising and management of capital from private investors.

### **5.2 Board of Directors**

The Board of Directors consists of the following persons:

#### **5.3 John H Knox - Managing Director**

John is a Fellow of the Institute of Chartered Accountants. He practised for twenty years, specialising in the areas of business development, management and tax consultancy. Following the sale of his practice in 1978 John ventured into commerce. He established and took equity interest in companies in construction and property development as well as medical and pharmaceutical fields.

In 1983 John moved to England and subsequently was appointed as managing director of a specialist advertising group that was suffering financial problems. Following a successful restructure and restoration to profitability he moved to new assignments in Gibraltar and Spain. Upon returning to Australia in the mid 90s John has been involved in management consultancies, mainly assisting businesses in financial difficulties.

In 2002 he and Stephen Law established The Huntley Group which provides managed investment services to investors, developers and promoters of managed investments in Australia.

#### **5.4 Stephen Law - Director and Company Secretary**

Stephen holds a Diploma of Law and is admitted as a solicitor to the Supreme Court of New South Wales. He is a Fellow of the Australian Insurance Institute.

He has had more than 20 years' experience as a company secretary and corporate counsel specialising in corporate and administrative management of small to medium sized listed public companies. In addition to company secretarial functions, he has been widely involved in the development of managed investment schemes and the preparation of prospectuses for public offerings.

## 5.5 Brian Silvia – Non-Executive Chairman

Brian is a Registered and Official Liquidator and a Registered Trustee in Bankruptcy with 41 years' experience in insolvency. A founding Principal of BRI Ferrier, Brian has worked throughout Australia, New Zealand, South East Asia, Europe and the Cayman Islands.

Brian's vision and passion is highly regarded in the industry due to his drive to uncover and successfully manage all details and processes involving construction, contractual obligations, accounting, sales and valuation methods in a timely manner. Consequently, Brian is regularly engaged as an Expert Witness. He is also considered the 'industry speaker' on managing distressed or insolvent property construction projects and has made over 20 industry presentations.

Brian has developed the rare ability to co-ordinate and effectively manage all issues confronting an imposing list of stakeholders including councils, state governments, the EPA, unions, financiers, subcontractors, developers, owners and clubs and associations.

Brian's thoroughness and attention to detail ensures all insolvencies under Brian's direction are managed efficiently. This and the scale of responsibility he has successfully managed make him one of the only insolvency practitioners in Australia regularly appointed to a variety of unique and complicated insolvencies.

His qualifications are:

- Registered and Official liquidator
- Registered Trustee in Bankruptcy
- Member, Institute of Chartered Accountants
- Member, Institute of Company Directors
- Member, Insolvency Practitioners Industry Association of Australia
- Certified Practicing Accountant
- Diploma of Commerce – University of Technology Sydney

## 5.6 Peter Krejci – Non-Executive Director

Peter Krejci is a Registered and Official Liquidator and a founding Principal of BRI Ferrier and has over 16 years' experience in corporate recovery and turnaround management. Prior to founding BRI Ferrier, Peter was a Senior Manager at a number of mid-sized accounting and advisory firms.

Peter has extensive experience advising secured creditors and Boards of Directors on options available to them in dealing with companies in financial distress. While he predominantly works with medium sized corporates, his experience extends to organisations of all sizes including public and private companies and government entities. Peter provides innovative solutions through strategic problem solving, negotiations and corporate advisory.

Peter's breadth of experience expands across a diverse portfolio of industries including agribusiness, financial services, logistics, mining, property and retail. Peter also has specific experience working with Managed Investment Schemes and manufacturing companies.

Peter's qualifications include:

- Registered Liquidator
- Official Liquidator of the supreme court of NSW and Federal Court of Australia
- Member, Chartered Accountants Australia & New Zealand
- Member, Insolvency Practitioners Association of Australia
- Bachelor of Business (Accounting and Legal Studies)

## **5.7 Compliance Committee**

The Responsible Entity's Compliance Committee intends to meet on a quarterly basis and comprises three independent members each with more than 20 years' relevant experience in areas including funds management, investment banking, capital markets, chartered accounting and compliance.

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## **6. SolarCloud's Profile**

### **6.1 Background**

SolarCloud is an Australian CleanTech company making solar power easy and accessible to everyone.

SolarCloud has re-imagined how solar power is accessed and helps individuals and businesses save money on electricity.

It provides the benefits of solar power without the need for supplying your own roof space.

For residential customers it allows people to invest and benefit from solar power without touching their roof. In fact, you don't need your own roof at all! This makes it suitable for everyone including renters, people living in apartments, share accommodation or overseas and also purely investors.

SolarCloud is a low cost entry point into solar for residential customers. Prices start from as little as \$500 and returns start immediately.

Small business customers can benefit and invest the same as residential customers.

Commercial customers can become SolarCloud hosts and access the benefits of solar without any upfront or ongoing costs, plus enjoy below-market electricity rates.

SolarCloud works by installing solar panels on the roofs of commercial buildings and delivering the benefits to the commercial host business or tenant as well as transferring money to residential and small business investors via their electricity, bank or paypal account.

This is an innovative way of delivering solar through a collaborative consumption framework. SolarCloud connects people wanting to invest in solar with businesses hosting solar panels on their roof.

SolarCloud is approved by the Australian Energy Regulator and the Scheme is a registered scheme with ASIC.

### **6.2 Board of Directors**

The Board of Directors consists of the following persons:

(a) John Kennedy

Serial entrepreneur and disruptive model specialist, John Kennedy has worked in the digital and online media industries for more than 20 years and has held directorships and senior management positions for more than 17 of those years.

John is a proven leader with international experience and a strong background growing disruptive technology businesses. He is a highly successful sales professional, senior manager and board member who has a track record for building, motivating and inspiring teams towards success.

He founded online directory site FreeConnect in 2001 for which he then sold the IP in 2009. Prior to that he worked with point-of-sale marketing company AdVend Australia and WRT Group in the UK.

John is the inventor and driving force of SolarCloud. Passionate about solar energy being available cheaply and easily for as many people as possible, he's pulled together a team of some of the country's brightest talent across start-ups, consumer marketing, B2B partnerships, IT and sustainable energy to work on the business.

(b) Adrian Bunter

Adrian has over 20 years' experience in accounting, corporate finance and work with high growth potential businesses from start-ups through to established businesses. Adrian is an executive director of Venture Advisory, a specialist telecommunications, media and technology financial advisory firm operating out of Australia. Previously, a Director with PricewaterhouseCoopers in the Private Clients and Mergers & Acquisitions groups, with experience across a wide range of industries. Adrian is a Chartered Accountant, a Senior Associate of Finsia and has completed a Bachelor of Business (UTS) and a Graduate Diploma in Applied Finance. Adrian is a member of the Executive Committee of Australia's leading angel investing group, Sydney Angels. Adrian is also a non-executive director of two ASX listed tech companies as well as a director or advisory board member to several private technology companies.

(c) Paul Beck

Paul has been responsible for setting the strategic approach for a number of international businesses through his own consulting practice which he owned for several years before moving on to specialise in the renewable energy industry where his passion grew, and where he has now worked for the last decade.

Having acted as a key advisor to Solar Cloud, Paul joined the Solar Cloud Board in December 2018. He is a highly regarded, strategically astute, business leader. His early international experience was gained working with some of the world's largest companies including British Telecom, Virgin Media, and Mark Group (international renewable energy/energy saving).

He was recently responsible for leading another Australian renewable energy start up business which became the industry leader in Australia inside four years. He has been influential in the direction the industry has taken, having previously advised both Government and the Industry body, and has been a regular speaker at industry forums.

He has global renewable energy experience having advised a number of organisations in Europe, the US, South East Asia, and Australia.

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## **7. Additional Information**

### **7.1 Summary of Scheme Constitution**

The Scheme is a managed investment scheme operating in accordance with the Corporations Act and the Constitution. When you elect to participate in the Scheme you become a member of the managed investment scheme.

The Constitution constitutes a contract between the Responsible Entity, and each Participant. It is legally enforceable and sets out the parties' respective rights and responsibilities. A copy of the Constitution will be sent to a Participant if the Participant asks the Responsible Entity, in writing, for a copy and the Participant pays the sum of \$10.00 for provision of the same. This following is a summary only of some of the main provisions.

#### **Consideration Payable by Participant**

The consideration payable by the Participant consists of the contributions made to the Scheme by the Participant as set out in this Constitution and the Management Agreement including without limitation:

- (a) the Participant making available the Participant's Solar Cloud Panel for use in the Scheme;
- (b) the entry into the Management Agreement;
- (c) the payment of the fees and recoverable costs;
- (d) the contribution of the Output.

#### **Complaints Procedure**

Complaints by Participants will be investigated and a report will be given to the complainant. If a Participant is not satisfied with the result they may refer the complaint to the Financial Ombudsman Service of which the Responsible Entity is a member.

#### **Winding up of the Scheme**

The Scheme will be wound up on the Termination Date. Participants have the right by extraordinary resolution to wind up the Scheme earlier. The Responsible Entity may also wind up the Scheme earlier if the purpose of the Scheme has been accomplished or cannot be accomplished, although the Responsible Entity must first give notice to the Participants and ASIC before doing so. Upon a winding up the Scheme Property will be converted into money and after payment of all costs the balance will be paid to the Participants in the proportion that their Unit Entitlement bears to the total Unit Entitlement of all Participants, after deduction of any outstanding fees owed by that Participant.

#### **Responsible Entity's Right of Indemnity**

The Responsible Entity is indemnified only out of the assets for the time being comprising the Scheme Property, including Pooled Revenue, against liabilities incurred by it in the proper performance of its duties.

#### **Fees**

The fees are set out in Section 3 of this PDS.

**Power to Borrow**

The Responsible Entity has the power of a natural person to borrow including the power to pledge the credit of the Scheme or mortgage or charge any of the Scheme Property.

**Rights to Withdraw from the Scheme**

Participants do not have any right to withdraw from this The Scheme or to require their interests in the Scheme to be bought by the Responsible Entity or any other person or to have their interests in the Scheme redeemed.

**Amendment of Constitution**

The Constitution may be modified, or repealed and replaced with a new constitution by special resolution of the Participants or by the Responsible Entity if it reasonably considers the change will not adversely affect the rights of Participants.

There are also other detailed provisions dealing with issues such as appointment of agents, application procedures, transfer of Interests, the register of Participants, the treatment of income, expenses and distributions, the Compliance Plan, the duties of the Responsible Entity, the retirement and removal of the Responsible Entity, meetings of Participants, and the appointment of the Scheme auditor and compliance plan auditor. If Participants wish they may obtain a copy of the Constitution from the Responsible Entity upon payment of the sum of \$10.00.

**7.2 Summary of Compliance Plan**

The Compliance Plan is a document required by the Corporations Act and which has been lodged with ASIC. The Compliance Plan sets out the key processes, systems and measures the Responsible Entity will apply to ensure compliance with the Corporations Act; the financial services laws, the Constitution, the AFSL conditions, industry practice standards relevant to the Scheme and the Responsible Entity's internal organisational standards and culture.

The Compliance Plan is a "how to" document, providing sufficient detail on: the obligations which must be met by the Responsible Entity, what measures or procedures are in place to comply with these obligations and how compliance with those measures and procedures will be monitored.

The Compliance Plan also details the risks of not complying with these obligations, and how breaches are to be reported and addressed. The description of measures in place allows the Responsible Entity staff with compliance responsibilities, to identify what procedures they are responsible for monitoring and how often they have to report on compliance or otherwise with those measures.

The Responsible Entity has established a Compliance Committee which meets regularly to monitor the Responsible Entity's compliance and performance of the functions required under the Compliance Plan, the constitution and the Corporations Act.

**7.3 Summary of Operational Management Agreement**

The Responsible Entity has entered into an operational management agreement with SolarCloud pursuant to which SolarCloud has agreed to provide each of the following services as described in the Management Agreement:

- (a) the Administration Services;
- (b) the Installation Services;

- (c) the Management Services;
- (d) the Sales & Marketing Services,

apart from the following Excluded Services which remain the responsibility of the Responsible Entity:

- (e) compliance duties under the Constitution;
- (f) compliance duties under the Compliance Plan;
- (g) compliance with the Responsible Entity AFS Licence conditions;
- (h) audit of the Scheme;
- (i) audit of the Compliance Plan;
- (j) appointment of Responsible Manager and directions to Responsible Manager;
- (k) appointment of Custodian and directions to Custodian;
- (l) liaison with ASIC.

The operational management agreement will continue until the earliest of termination of the Scheme or termination of the operational management agreement.

SolarCloud will be paid an operational management fee out of the fees payable to the Responsible Entity as set out in section 3 being \$70,000 for the first year and thereafter increased annually in accordance with increases in the CPI.

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## **8. Consents**

Each of the directors of the Responsible Entity has consented to the issue of this PDS.

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## 9. Directory

### **Responsible Entity & Issuer of PDS**

Huntley Management Limited  
Suite 301, 3<sup>rd</sup> Floor  
37 Bligh Street  
Sydney NSW 2000

**(Responsible Entity)**

AFS Licence No. 229754

### **Scheme Auditor**

Geoffrey Finall & Co  
5/ 229 Russell St,  
Bathurst NSW 2795

### **SolarCloud**

Suite 502, Level 5  
105 Pitt St  
Sydney NSW 2000

### **Lawyers for Responsible Entity**

Piper Alderman  
Level 23, Governor Macquarie Tower  
SYDNEY NSW 2000

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## 10. Definitions & Glossary

Terms and abbreviations used in this PDS have the following meaning:

<b>Accounting Standards</b>	has the same meaning as the expression “accounting standard” has in section 9 of the Corporations Act, 2001.
<b>AFSL</b>	Australian financial services licence required to be held by all financial service providers.
<b>Administration Services</b>	the services described as “Administration Services” in the Management Agreement;
<b>Applicant</b>	a person who submits an Application.
<b>Application</b>	an application for Interests under this PDS.
<b>Application Form and Power of Attorney</b>	an application form and the power or attorney in the form attached to or accompanying this PDS.
<b>ARSN</b>	Australian Registered Scheme Number, issued by ASIC for all registered schemes.
<b>Associate</b>	has the meaning given by Division 2 of the Corporations Act.
<b>ASIC</b>	the Australian Securities & Investments Commission.
<b>ATO</b>	Australian Taxation Office.
<b>Business Day</b>	a day, other than a Saturday or Sunday, on which banks are open for general banking business in Sydney.
<b>Business Participant</b>	Participant who has nominated in their Application Form and Power of Attorney that they will be carrying on a business of generating electricity to produce assessable income in the form of their Proportional Interest in the Pooled Output
<b>Commencement Date</b>	the date on which a Participant enters into the Management Agreement
<b>Compliance Plan</b>	the Scheme’s compliance plan as amended from time to time.
<b>Constitution</b>	the Scheme’s constitution as amended from time to time.
<b>Corporations Act</b>	the <i>Corporations Act 2001</i> (Cth) and any amendments thereto from time to time and any Act which replaces such Act.
<b>Customer</b>	any person, organisation or individual that purchases energy generated by the Output or Pooled Output;
<b>End of Life</b>	the normal end of useful life of a Participant’s Solar Cloud Panel as specified by the panel manufacturer’s warranty period or if shorter, as outlined in the original purchase by the Participant of the

	Participant's Solar Cloud Panel and as determined by the Responsible Entity at the time of entry by the Participant into the Management Agreement
<b>Installation Services</b>	the services described as the Installation Services in the Management Agreement
<b>Management Agreement</b>	the agreement substantially in the form at Schedule 1 of this PDS which each Participant will enter into upon become a member of the Scheme
<b>Management Services</b>	the services described as the Management Services in the Management Agreement
<b>Monthly Management Fees</b>	the Monthly Management Fees payable by each Participant pursuant to the Management Agreement being the amount referred to in section 3
<b>Output</b>	the rated power output of the Participant's Solar Cloud Panel measured in watts (reduced each year by the expected deterioration of the panel each year over the life of the Participant's Solar Cloud Panel as specified by the panel manufacturer) as determined by the Responsible Entity at the time of entry into the Scheme
<b>Participant's Revenue</b>	the Participant's Proportional Interest of the Pooled Revenue less any fees payable by the Participant to the Responsible Entity pursuant to this agreement and the Constitution
<b>Participant's Solar Cloud Panel</b>	a Participant's Solar Cloud Panel as described in the Management Agreement
<b>Participating Interest</b>	the interest which the Participant has in the Scheme
<b>Pooled Output</b>	the aggregate of the Output of the Participant and the output from the solar panels of other Participants in the Scheme
<b>Pooled Revenue</b>	the aggregate of revenues received from all Customers who purchase Output or Pooled Output from any or all installed and generating Solar Cloud Systems
<b>Private Consumer Participant</b>	a Participant who has nominated in their Application Form and Power of Attorney that their share of the Pooled Output is to be used by them to offset their personal domestic electricity consumption in their residence from time to time
<b>Proportional Interest</b>	the fraction that consists of a numerator equivalent to the Output with the denominator being the Pooled Output at the time of the calculation
<b>PDS</b>	this PDS as modified or varied by any supplementary PDS made by the Responsible Entity with respect to the Scheme the subject of an in-use notice lodged with the ASIC from time to time and any electronic copy of this PDS and supplementary PDS

<b>Recoverable Costs</b>	costs, charges and expenses properly incurred by the Responsible Entity in connection with the establishment, administration, management and winding up of the Scheme by the Responsible Entity, for the proper performance of its duties for which the Responsible Entity is entitled to be indemnified, reimbursed or paid under the terms of the Constitution
<b>Register</b>	the register of Participants kept by the Responsible Entity.
<b>Scheme</b>	the registered scheme known as Solar Cloud Scheme ARSN 612 098 110.
<b>Scheme Property</b>	has the same meaning given to the expression "scheme property" in section 9 of the Corporations Act.
<b>SMS</b>	Share My Solar Pty Ltd ABN 45 164 838 288
<b>SolarCloud</b>	Share my Solar Pty Ltd ACN 164 838 288 trading as Solar Cloud
<b>SolarCloud Panel</b>	means a solar panel designated by SolarCloud from time to time as eligible for the Scheme
<b>Solar Electricity Business</b>	the business of using a Participant's Solar Cloud Panel to generate Output to be pooled with other Participants and the Pooled Output sold to Customers
<b>Tax</b>	includes all income tax, company tax, fringe benefits tax, withholding tax, undistributed profits tax, group tax, payroll tax, sales tax, goods and services tax, customs or excise duties, land tax, stamp duty or any other tax or levy imposed by a governmental authority together with any interest, penalty, charge, fee or other amount imposed or made on or in respect of any of the foregoing and " <b>Taxation</b> " has a corresponding meaning;
<b>Tax Acts</b>	means the <i>Income Tax Assessment Act 1936</i> (Cth), <i>Income Tax Assessment Act 1997</i> (Cth) and any other legislation replacing or amending the same.
<b>Termination Date:</b>	The first to occur of: <ul style="list-style-type: none"> <li>• day which is the last day of the End of Life for the last Participant's Solar Cloud Panel to be used in the Scheme; or,</li> <li>• the Operational Management Agreement is terminated and the Operational Manager is not replaced within three (3) months of the date of termination</li> </ul>
<b>Term</b>	the term of the Management Agreement being from the Commencement Date until the first to occur of: <ul style="list-style-type: none"> <li>• termination of the Participant's participation in the Scheme;</li> <li>• termination of the Scheme; and</li> <li>• the End of Life of the Participant's Solar Cloud Panel</li> </ul>

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# Schedule 1 – Solar Cloud Management Agreement

## Parties

1. Each several Participant named in item 1 of Schedule 1 to this Agreement (**Participant**)
2. Huntley Management Limited ACN 089 240 513 (**Responsible Entity**)

## Introduction

- A. The Scheme has been established.
- B. The Participant is the owner of the Participant's Solar Cloud Panel.
- C. The Participant wishes to engage Responsible Entity to provide the Services in relation to the Participant's Solar Cloud Panel in accordance with this Agreement.
- D. Responsible Entity has agreed to provide the Services to the Participant in relation to the Participant's Solar Cloud Panel in accordance with this Agreement.

## Operative clauses

### 1. Definitions and Interpretation

#### 1.1 Definitions

(a) In this agreement save as set out in clause (b), expressions that have a defined meaning in the Constitution shall have the same meaning in this Agreement.

(b) In this agreement:

**Administration Services** means those services referred to in clause 10 hereof;

**Business Day** means any other day other than a Saturday, Sunday or a public holiday on which trading banks are open for general banking business with the public in Sydney, New South Wales;

**Business Participant** means a Participant who has nominated in their Application Form that they will be carrying on a business of generating electricity to produce assessable income in the form of their Proportional Interest in the Pooled Output;

**Commencement Date** means in respect of each Participant, means the date of this Agreement;

**Constitution** means the constitution for the Scheme as modified or replaced from time to time;

**Corporations Act** means the *Corporations Act 2001* of the Commonwealth of Australia;

**Customer** means any person, organisation or individual that purchases energy generated by the Output or Pooled Output;

**End of Life** means the last day of the period specified in Item 4 of the Schedule;

**Financial Year** is a period of 12 months ending on 30 June in any year and includes the period commencing on the date of this Agreement and ending on 30 June and the period ending on the termination of this Agreement and commencing on the preceding 1 July;

**Government Agency** means a government or government department, a governmental, semi-governmental or judicial person or a person (whether autonomous or not) charged with the administration of any applicable law;

**GST** means a tax, levy, duty, charge or deduction, together with any related additional tax, interest, penalty, fine or other charge, imposed by or under a GST Law;

**GST Law** means the same as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (as amended);

**GST Rate** means the rate of GST under the GST Law;

**Installation Services** means the services described in clause 5 of this Agreement;

**Management Plan** means the management plan for a Financial Year prepared by, or on behalf of, Responsible Entity;

**Management Services** means the services Responsible Entity has agreed to provide pursuant to clause 4 of this agreement;

**Month** means a calendar month;

**Monthly Management Fees** means the Monthly Management Fees payable by the Participant pursuant to clause being the amount referred to in Item 2 of Schedule 2;

**Operating Costs** means the amounts payable to Responsible Entity under clause 12;

**Output** means the rated power output of the Participant's Solar Cloud Panel measured in watts (reduced each year by the expected deterioration of the panel each year over the life of the Participant's Solar Cloud Panel as specified by the panel manufacturer) as determined by the Responsible Entity at the time of entry into the Scheme;

**Participant's Revenue** means the Participant's Proportional Interest of the Pooled Revenue less any fees payable by the Participant to the Responsible Entity pursuant to this agreement and the Constitution;

**Participant's Solar Cloud Panel** means, in relation to a Participant, the item described in Item 3 of Schedule 1;

**Participating Interest** means the interest which the Participant has in the Scheme;

**party** means any one or more of the Participant and Responsible Entity, as the context requires;

**PDS** means the product disclosure statement (as defined in section 761A of the Corporations Act) in relation to the Scheme;

**Pooled Output** means the aggregate of the Output of the Participant and the output from the solar panels of other Participants in the Scheme;

**Pooled Revenue** means the aggregate of revenues received from all Customers who purchase Output or Pooled Output from any or all installed and generating Solar Cloud Systems;

**Private Consumer Participant** means a Participant who has nominated in their Application Form that their share of the Pooled Output is to be used by them to offset their personal domestic electricity consumption in their residence from time to time;

**Proportional Interest** means the fraction that consists of a numerator equivalent to the Output with the denominator being the Pooled Output at the time of the calculation;

**Recoverable Costs** means costs, charges and expenses properly incurred by the Responsible Entity in connection with the establishment, administration, management and winding up of the Scheme by the Responsible Entity, for the proper performance of its duties for which the Responsible Entity is entitled to be indemnified, reimbursed or paid under the terms of the Constitution;

**Responsible Entity** means the responsible entity of the Scheme;

**Sales & Marketing Services** means the services referred to in clause 9 hereof;

**Scheme** means the managed investment scheme established by the Constitution to be known as "Solar Cloud Scheme";

**Services** means the services Responsible Entity has agreed to provide to the Participant pursuant to this Agreement and the Constitution including without limitation the Management Services, the Installation Services, the Administrative Services and the Sales & Marketing Services;

**Solar Cloud System** means the Participant's Solar Cloud Panel, the inverters, the solar meters and balance of system and installation;

**Term** means the term of this Agreement under clause 3.3;

**Unpaid Fees** means fees, costs and expenses due and payable by the Participant to the Responsible Entity pursuant to the Constitution or this Agreement including without limitation the Monthly Management Fees and Recoverable Costs.

## 1.2 Interpretation

In this agreement, unless the context otherwise requires:

- (a) a reference to this or any other agreement includes a variation or replacement of it;
- (b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of it;
- (c) the singular includes the plural and vice versa;
- (d) if a word is defined, cognate words have corresponding definitions;
- (e) a reference to a person includes a firm, body corporate, an unincorporated association or an authority;
- (f) a reference to a person includes the person's legal personal representatives, successors, substitutes (including persons taking by novation) and permitted assigns and transferees;
- (g) a reference to a gender includes the other genders;
- (h) a reference to "\$" or "dollars" is a reference to Australian dollars,
- (i) a reference to a clause, recital or schedule is to a clause, recital or schedule in or to this Agreement;
- (j) if a party comprises two or more persons, this Agreement binds them jointly and each of them severally unless a contrary intention is expressed in the Agreement;
- (k) if any of the persons comprising the Participant is a trustee, this Agreement binds that person in its capacity as a trustee and personally; and
- (l) the word "include" or "**includes**" is to be read as if the expression "**(but is not limited to)**" immediately followed such word and the word "**including**" is to be read as if the expression "**(but not limited to)**" immediately followed such word.

## 1.3 Headings

Headings are for convenience only and do not affect the interpretation of this Agreement.

## 1.4 Participant and Agreement

- (a) The term "**Participant**" in this Agreement is a reference to the particular Participant named in the item 1 of Schedule 1 in relation to the Participant's Solar Cloud Panel .
- (b) The term "**Participants**" in this Agreement is a reference to all participants that hold an interest in the Scheme and according to the context, the term "Participants" may also include the particular Participant.
- (c) This Agreement is entered into in respect of the Participant's Solar Cloud Panel referred to in of and, must be read as if it was a separate Agreement on the terms and conditions of this Agreement in respect of the relevant Solar Cloud Panel held by the Participant.

## **2. Relationship of the Parties**

### **2.1 No Partnership etc**

The relationship amongst the Participants and between the Participants and Responsible Entity is not, is not intended to be, is not deemed to be and is not to be treated as, a partnership association or a joint venture.

### **2.2 Independent Contractors**

The parties expressly agree and acknowledge that:

- (a) each party is an independent contracting party; and
- (b) no party has any authority or power for or on behalf of any other party to enter into any contract, to pledge any credit, to incur any liabilities, to assume any obligations or to make any warranties or representations whatsoever except as specifically provided by this Agreement.

## **3. Appointment of Responsible Entity**

### **3.1 Engagement of Responsible Entity**

The Participant engages Responsible Entity on the terms and conditions set out in this Agreement and the Constitution generally to provide the Services for the Participant.

### **3.2 Acceptance of Engagement**

Responsible Entity accepts its engagement on the terms and conditions of this Agreement.

### **3.3 Term**

- (a) This Agreement will commence on the Commencement Date.
- (b) Subject to clause 14, this Agreement will continue until the earlier of:
  - (1) termination of the Participant's participation in the Scheme;
  - (2) termination of the Scheme; and
  - (3) the End of Life of the Participant's Solar Cloud Panel.

## **4. Management Services**

### **4.1 Management Plan**

- (a) Responsible Entity must manage the Participant's Solar Cloud Panel in accordance with the Management Plan.
- (b) The Management Plan must include the following:
  - (1) a plan for the use and maintenance of the Participant's Solar Cloud Panel;
  - (2) an operational plan for the Participant's Solar Cloud Panel and the Solar Cloud System; and
  - (3) annual financial and operational budgets in relation to these matters.
- (c) Responsible Entity may make changes to that Management Plan at any time during the Financial Year to which a Management Plan relates.

#### **4.2 Management Services**

Without limiting the generality of clause 4.1, during each 12 month period commencing on 1 July during the term of the Scheme, if required, the Responsible Entity will carry out, or will procure some other person to carry out the Services in relation to the Participant's Solar Cloud Panel, and may determine the most appropriate time to carry out such services:

- (a) arrange a lease of land on which to install the Participant's Solar Cloud Panel and arrange the installation of the Participant's Solar Cloud Panel on the land;
- (b) regularly inspect and as necessary, keep in good repair and condition the Participant's Solar Cloud Panel and properly maintain all software, hardware, plant and equipment used in the Solar Cloud System;
- (c) obtain an insurance policy on behalf of the Participant in respect of the Participant's Solar Cloud Panel, noting that the Participant is the legal owner of the Participant's Solar Cloud Panel;
- (d) obtain professional services and advice as the Responsible Entity may consider necessary or desirable in connection with the maintenance of the Participant's Solar Cloud Panel and the Solar Cloud System;
- (e) use all reasonable endeavours to ensure the Scheme is fully operational at all times and each component is operating at capacity and within warranties;
- (f) provide the administrative services required to perform the Scheme;
- (g) prepare periodic reports for the Participant in relation to the performance results of the Participant's Solar Cloud Panel and the Solar Cloud System and any other matters which Responsible Entity considers material concerning the Scheme, which ought reasonably to be made known to the Participant;
- (h) pool the Output from the Participant's Solar Cloud Panel with other Participants' Solar Cloud Panels and undertake all marketing activities in respect of the sale or future sale of the Pooled Output;
- (i) provide any other service or thing which, in the reasonable opinion of Responsible Entity, is incidental or ancillary to the ongoing management of the Participant's Solar Cloud Panel; and
- (j) comply with all laws and regulations relating to the use of the Participant's Solar Cloud Panel.

#### **5. Installation Services**

Responsible Entity is authorised and agrees, if required, to:

- (a) identify appropriate land on which to install the Participant's Solar Cloud Panel;
- (b) negotiate and enter into a lease for land on which to install the Participant's Solar Cloud Panel; and
- (c) if not already installed, arrange for the Participant's Solar Cloud Panel to be installed on the land identified and leased in accordance with this clause.

## **6. Insurance**

### **6.1 Responsible Entity to keep insurance**

Responsible Entity will be responsible for obtaining and keeping or procuring some other person to procure and keep policies of insurance, on behalf of the Participant in the Scheme with a reputable insurer against damage to the Participant's Solar Cloud Panel, which is caused by insurable risks.

### **6.2 No party may Prejudice Insurance Policies**

No party will at any time during the Term permit or suffer to be done (and nothing in this Agreement will require Responsible Entity to permit or suffer to be done) any act, matter or thing upon the Participant's Solar Cloud Panel whereby any insurances in respect of the Participant's Solar Cloud Panel or any Participant's Solar Cloud Panel (or any part thereof) may be prejudiced or rendered void or voidable, or whereby the rate of premium on any insurance policy will be liable to be increased.

## **7. Use of Participant's Solar Cloud Panel**

### **7.1 Ownership**

Except as permitted under clause 18, the Participant is the owner of and will maintain ownership of the Participant's Solar Cloud Panel.

### **7.2 Right to use Participant's Solar Cloud Panel**

- (a) The Participant acknowledges that as part of the Scheme, the Participant makes the Participant's Solar Cloud Panel available for use exclusively by Responsible Entity for the purposes of the Scheme.
- (b) Without limiting any other provision of this Agreement, the Participant grants to Responsible Entity the right and absolute authority in its absolute discretion to:
  - (1) install or move the Participant's Solar Cloud Panel;
  - (2) maintain and effect repairs, as necessary, to the Participant's Solar Cloud Panel;
  - (3) pool the Output from the Participant's Solar Cloud Panel with other Participants' Solar Cloud Panel;
  - (4) undertake marketing activities in respect of the sale or future sale of the pooled Output; and
  - (5) sell the Output from the Participant's Solar Cloud Panel; and
  - (6) do any other thing reasonably required to effect this agreement.

**8. Solar Cloud System**

**8.1 Licence**

Responsible Entity will obtain a licence from Share My Solar Pty Ltd to use the Solar Cloud System for the purposes of the Scheme.

**8.2 Ownership**

The Participant has no ownership interest in the Solar Cloud System to which the Participant's Solar Cloud Panel is connected.

**9. Marketing and sales**

**9.1 Pooling**

Responsible Entity is authorised by the Participant to pool the energy generated by the Output from the Participant's Solar Cloud Panel with the energy generated by the Output from the solar panels of other Participants in the Scheme.

**9.2 Marketing**

Responsible Entity is authorised to carry out marketing activities in respect of the sale or future sale of the energy generated by the Pooled Output.

**9.3 Sale agreements**

The Participant authorises Responsible Entity to enter into sale arrangements in relation to the sale of the energy generated by the Pooled Output of the Scheme, including the Output generated by the Participant's Solar Cloud Panel.

**9.4 Sale proceeds**

The Participant acknowledges and agrees that the proceeds from the sale of the energy generated by the Output under the Scheme will be divided pro rata according to the Proportional Interest of each of the Participants in the Scheme.

**10. Administrative services**

**10.1 Services**

Responsible Entity agrees to provide the following administrative services throughout the Term of the Agreement:

- (a) prepare reports to Participants in relation to the performance results of the Participant's Solar Cloud Panel and the Solar Cloud System;
- (b) prepare a statement to the Participant to assist with the preparation of income tax returns (if required);
- (c) record the Participant's transactions and make payments on behalf of the Participant;
- (d) general administrative management of the Scheme; and
- (e) review the sales and marketing plan for the Scheme.

**11. No Lease or Licence**

This Agreement does not create or confer any leasehold or proprietary interest or licence in favour of Responsible Entity concerning the Participant's Solar Cloud Panel.

**12. Responsible Entity' fees****12.1 Monthly Management Fees**

The Participant must pay to the Responsible Entity the Monthly Management Fees which are specified in Item 2 of Schedule 2.

**12.2 Capacity**

The Monthly Management Fees and other amounts paid to Responsible Entity under this Agreement are paid to Responsible Entity in its personal capacity.

**13. Distributions****13.1 Participant's entitlement**

The Participant is entitled to the Participant's Revenue.

**13.2 Deduction from Participant's Revenue**

- (a) The Responsible Entity may deduct from the Participant's Revenue any Unpaid Fees.
- (b) The Responsible Entity may from time to time pay any taxes or duties required to be paid by the Participant with respect to their Participating Interests including without limitation any withholding taxes out of the Participant's Revenue.

**13.3 Distributions**

- (a) If the Participant is a Private Consumer Participant, the Participant's Revenue less any amounts referred to in clause 13.2 shall be applied to or set off against that Participant's electricity account with any energy retailer for the domestic electricity consumption in that Participant's residence or paid to another account as directed by the Participant, and reasonably agreed by the Responsible Entity.
- (b) If the Participant is a Business Participant, the Participant's Revenue less any amounts referred to in clause 13.2 shall be credited to the nominated bank account of that Participant.

**14. Termination and default****14.1 Termination**

If the Participant is in material breach of a covenant, term or condition of the Constitution, or this Agreement or an Insolvency Event occurs with respect to that party then the Responsible Entity may terminate this Agreement by giving thirty (30) days' notice in writing to the Participant provided that in the case of a breach, if the Participant rectifies that breach to the

reasonable satisfaction of the Responsible Entity within the period of the notice, the Responsible Entity must withdraw the notice of termination.

#### **14.2 Effect of termination on default**

- (a) If this Agreement is terminated under clause 14.1 of this Agreement: the Participant's Solar Cloud Panel will remain at the location it was installed at pursuant to clause 5;
- (b) the Participant agrees to sell the Participant's Solar Cloud Panel to the Responsible Entity, or the nominee of the Responsible Entity, for an amount calculated on the depreciated value of the Participant's Solar Cloud Panel on a straight line basis (100% depreciation over expected life for each part year), payable annually in arrears over the useful life of the Participant's Solar Cloud Panel;
- (c) the Participant will not be entitled to any further distributions pursuant to clause 13; and
- (d) the Participant must pay the Responsible Entity an administrative fee of \$50 for each of the Participant's Solar Cloud Panels.

#### **14.3 Effect of termination on end of the term**

If the term of this Agreement comes to an end pursuant to clause 3.3, and clause 14.2 does not apply, the Participant agrees to sell the Participant's Solar Cloud Panel to Share My Solar Pty Ltd trading as Solar Cloud, or the nominee of Share My Solar Pty Ltd, for an amount of \$1.00.

### **15. Excuses for non-performance**

#### **15.1 Force Majeure**

Responsible Entity will not have any obligation to observe or comply with the terms of this Agreement to the extent that the observance of, or compliance with, those terms is prevented by Force Majeure.

#### **15.2 Lack or unavailability of funds**

Performance or fulfilment of an obligation is not to be taken to be prevented by Force Majeure if it is prevented by lack of funds or by inability to use available funds resulting from Force Majeure.

#### **15.3 Liability**

Responsible Entity's failure to observe or comply with the terms of this Agreement will not give rise to any liability to the Participant for any direct or indirect consequential or special loss or damage of any kind to the extent that the failure to observe or comply with those terms is attributable to Force Majeure.

#### **15.4 Definition of Force Majeure**

For the purposes of this Agreement, "**Force Majeure**" means any event or circumstance not reasonably within the control of Responsible Entity or which Responsible Entity is not reasonably able to prevent. It includes:

- (a) pestilence, vermin, disease, fire, acts of God, landslide, earthquake, flood, washout, lightning, storm, drought, seasonal and climatic conditions and the elements;
- (b) strikes, lock-outs, bans, work limitations, boycotts and industrial disturbances or action;
- (c) act of the enemies, wars, blockades, insurrection, riots and civil disturbances;

- (d) orders of any court or the order, act or omission or failure to act of any government or governmental authority or instrumentality (including any failure to grant or any withdrawal of any licences, consent or authority);
- (e) epidemic or quarantine;
- (f) shortage or unavailability of equipment, materials or labour or any restriction on equipment, materials or labour or on the use of equipment, materials or labour;
- (g) delays in transportation or communication; and
- (h) breakage or breakdown of, or damage to, equipment or machinery, or the necessity to repair equipment or machinery to prevent its breakdown.

Each of these paragraphs and each of the terms within each paragraph are to be construed separately and independently. None of them is to limit the generality of any other.

## **16. Miscellaneous**

### **16.1 Counterparts**

This Agreement may consist of a number of counterparts and if so the counterparts taken together will constitute the one instrument.

### **16.2 Further Assurances**

The Participant and Responsible Entity must execute all agreements and take all other action necessary or desirable to give full effect to this Agreement.

### **16.3 Entire Understanding**

This Agreement contains the entire understanding between the Participant and Responsible Entity concerning the subject matter contained in it. All previous representations, warranties, explanations and commitments, expressed or implied, affecting this subject matter are superseded by this Agreement and have no effect, other than the PDS and any agreement executed by the Participant and Responsible Entity that is clearly intended to be supplemental to this Agreement or in substitution for it.

### **16.4 Waiver and Exercise of Rights**

- (a) A single or partial exercise or waiver of a right relating to this Agreement does not prevent any other exercise of that right to exercise of any other right.
- (b) No party is liable for any loss or expense of another party caused or partly caused by the waiver, exercise or failure to exercise a right.

### **16.5 Parties to Give Effect to the Agreement**

- (a) The Participant and Responsible Entity must exercise all powers as are available to it, do all such acts and things and sign, execute and deliver all documents as may be necessary or reasonably required to give full effect to this Agreement.
- (b) If the Participant immediately after being requested by Responsible Entity fails to do the act or thing, the Participant irrevocably appoints Responsible Entity as its attorney for the purpose of giving effect to this clause.
- (c) The Participant indemnifies Responsible Entity and holds it harmless from and against all actions, suits, demands and claims consequent upon the exercise of the power granted under this clause 16.5.

**16.6 Stamp Duty**

- (a) Responsible Entity will pay the stamp duty payable in relation to this Agreement.
- (b) The Participant will pay any duty payable in proportion to its Participating Interest in relation to any agreement executed pursuant to this Agreement.

**16.7 Amendments**

- (a) This Agreement may be amended by another document in writing and duly signed by the parties to this Agreement.
- (b) Subject to paragraph 16.7(c), Responsible Entity may amend the provisions of this Agreement to such extent as may be required to:
  - (1) satisfy the requirements of any statute, ordinance, rule, regulation or by-law which may be passed and which affects the Scheme;
  - (2) comply with the effect of any judicial decision; or
  - (3) enable the provisions of this Agreement, or the Scheme, to be more conveniently, advantageously, profitably or economically administered or managed.
- (c) Before making any amendment under paragraph 16.7(b), the Responsible Entity must be reasonably satisfied that the amendment does not adversely affect the rights of the Participants.
- (d) Responsible Entity may make the amendments on behalf of itself, and the Responsible Entity on behalf of the Participants. To give effect to this clause, each of the Participants appoints the Responsible Entity as its attorney to make amendments to this Agreement
- (e) If the Responsible Entity cannot be satisfied that the amendments can be made in accordance with the paragraph 16.7(c), then amendments may only be made in accordance with paragraph 16.7(a).
- (f) Notwithstanding any provision to the contrary herein, this Agreement may also be amended in the same manner as the Constitution may by law be amended.

**16.8 Constitution**

The rights and obligations of the parties under this Agreement are subject to the terms and conditions of the Constitution.

**16.9 GST**

- (a) If any supply made by a party ("**Supplier**") to the other ("**Recipient**") under this Agreement is a taxable supply (according to GST Law) so that the Supplier is liable to GST, the parties agree that the consideration payable for that taxable supply represents the value of the taxable supply (the "**GST Exclusive Amount**") and not the price for that taxable supply.
- (b) In addition to the GST Exclusive Amount for a taxable supply under this Agreement, the Recipient must pay to the Supplier a further amount in respect of the taxable supply calculated as an amount equal to the GST Exclusive Amount multiplied by the GST rate in force from time to time.
- (c) The GST payable under paragraph 16.9(b) is payable by the Recipient without deduction or set-off of any other amount, at the same time and on the same basis as the GST Exclusive Amount is payable by the Recipient under this Agreement.

- (d) The right of a Supplier to payment under this clause is subject to a valid tax invoice, which complies with GST Law, being issued and delivered by the Supplier to the Recipient.
- (e) If a payment to satisfy a claim or a right to claim under or in connection with this Agreement, for example, a claim for damages for breach of contract, gives rise to a liability to pay GST, the payment is the GST Exclusive Amount and an additional amount must be paid to the Supplier in accordance with paragraph 16.9(b).
- (f) If a Government Agency orders that a payment be made to a party to satisfy a claim under or in connection with this Agreement, and such payment will give rise to a liability to pay GST, the parties authorise the Government Agency to order that a further amount, calculated as an amount equal to the payment multiplied by the GST Rate, be paid to the party in whose favour the order is made.
- (g) If a party has a claim under or in connection with this Agreement for a cost on which that party must pay GST, the claim is for the cost plus all GST, except any GST for which that party is entitled to an input tax credit, including a reduced input tax credit or an adjusted input tax credit.
- (h) If a party has a claim under or in connection with this Agreement and the amount of the claim depends on actual or estimated revenue or lost revenue, revenue must be calculated without including any amount received or receivable as reimbursement for GST, whether that amount is separate or included as part of a larger amount.

#### **16.10 Proper Law**

This Agreement is governed by and to be interpreted in accordance with the laws of New South Wales and the parties to this Agreement submit to the non-exclusive jurisdiction of the courts of New South Wales and courts of appeal from them for determining any dispute concerning this Agreement or the transactions contemplated by this Agreement.

#### **17. Notices**

##### **17.1 Form of Notice**

Any notice to be given under or in connection with this Agreement must be in writing and may be signed by an authorised representative of the party giving the notice. The notice may be served by:

- (a) hand delivery;
- (b) post or registered or certified mail, or
- (c) fax

to such address or fax number of the Party to whom the notice is directed as the addressee may notify prior to such notice being given.

##### **17.2 Receipt of Notice**

Any notice will be effective and will be deemed to be received;

- (a) if hand delivered, then upon delivery;
- (b) if posted, then 48 hours after the notice has been properly posted if that falls on a business day, and if not, on the first business day afterwards; and
- (c) if sent by fax, then at the date and time of transmission as shown by the confirmation report from the sender's fax machine indicating that the notice has been received in full by the recipient's fax machine.

**18. Assignment**

**18.1 Assignment by the Participant**

- (a) Subject to the requirements of the Constitution, the Participant may only assign its rights under this Agreement if the Participant:
  - (1) first obtains a deed of covenant signed by the proposed assignee in favour of Responsible Entity stating that the assignee will at all times during the remainder of the Term observe and perform all and any of the terms and conditions of this Agreement and the Constitution;
  - (2) notifies the Responsible Entity of the proposed assignment; and
  - (3) is not in default of any of its obligations under this Agreement, the Constitution or any other agreement to which the Participant is a party in respect of the Scheme.
- (b) If a Participant is permitted to assign its rights under clause 18.1(a) of this Agreement, then at the time of such assignment, the Participant must also transfer ownership of the Participant's Solar Cloud Panel(s) to the assignee.
- (c) The proposed assignee is deemed to have entered into a Solar Cloud Management Agreement with the same terms and conditions as those applying to the Participant immediately before the date of the assignment, on and from the date of the assignment.

**18.2 Release of liability of the Participant**

Once the Participant has perfected an assignment of its interest in this Agreement in accordance with clause 18.1, the Participant no longer remains liable under this Agreement in respect of any act done or omitted to be done after the assignment is effected.

**Schedule 1 - Participants and Participant's Solar Cloud Panels**

**Item 1: Participant:**

**Item 2: Participant's Solar Cloud Panel:**

**Item 3: End of Life:**

The normal end of useful life of a Participant's Solar Cloud Panel as specified by the panel manufacturer's warranty period and as determined by the Responsible Entity at the time of entry by the Participant into the Solar Cloud Scheme, being the period ending on:

**End of Life Date:** \_\_\_\_\_

**Item 4: Commencement Date:** in respect of each Participant, means the date of this Agreement

**End Date:** subject to clause 14, the earlier of:

- (1) termination of the Participant's participation in the Scheme;
- (2) termination of the Scheme; and
- (3) the End of Life of the Participant's Solar Cloud Panel.

**Schedule 2 – Responsible Entity Fees**

**Item 1: Monthly Management Fees:**

The Participant must pay to the Responsible Entity during the Term for each month, commencing on the Commencement Date, a monthly management fee payable monthly in arrears on the last day of each month (with the first and last month being proportionate if required) being up to 25% of the Participant's Proportional Interest in the Pooled Revenue for that month.

**Executed** as an agreement on

2019

**Signed** for and on behalf of the Participant by

as Attorney of the Power of Attorney under a Power of Attorney provided by the Participant in the Application Form and Power of Attorney attached to or accompanying the PDS and who declares that he has not received any notice of the revocation of such Power of Attorney in the presence of:

.....  
Signature

.....  
Signature of Witness

**Signed by Huntley Management Limited ABN 52 089 240 513** in accordance with section 127 of the Corporations Act, 2001

.....  
**Secretary**

.....  
Director

---

## **Schedule 2 - Instructions for Completing Application Form and Power of Attorney**

**PLEASE READ BEFORE COMPLETING THE APPLICATION FORM AND POWER OF ATTORNEY ON THE FOLLOWING PAGES**

### **Applications**

Applications must be for a minimum of one Participating Interest for each SolarCloud Panel(s) acquired. You may apply for one (1) Participating Interest per SolarCloud Panel you provide to the Responsible Entity for use in the Scheme.

### **Application Form and Power of Attorney**

Applications must be made on the Application Form and Power of Attorney and Power of Attorney Form attached to or accompanying this PDS. Please complete all parts using block letters.

### **Individuals**

The Application and Power of Attorney must be personally signed by the Applicant.

### **Joint Applicants**

In the case of joint applicants, each applicant must sign the Application and Power of Attorney.

### **Company Applicants**

A company applicant must sign the Application and Power of Attorney in accordance with section 127 of the Corporations Act or its Constitution.

## Anti-Money Laundering and Counter-Terrorism Financing Act – Account Identification Verification Procedures

We will require proof of your identity before accepting any Application for Interests in the Scheme. This may be done by production of any of the documents referred to in this table with this Application Form and Power of Attorney:

Type of Applicant	Document Required
Individual	<ul style="list-style-type: none"> <li>▪ a certified copy of a primary photographic identification document (1) or</li> <li>▪ both               <ul style="list-style-type: none"> <li>▪ a certified copy of a primary non-photographic identification document (2); and</li> <li>▪ a certified copy of a secondary identification document (3)</li> </ul> </li> </ul>
Company	We will obtain a search from the relevant registry to verify the details provided
Trust	We will obtain a search from the relevant registry to verify the details provided in relation to any Trust which is a registered scheme or any information relating to Company trustees or beneficiaries

Original documents are not required as a certified copy is sufficient. This is a photocopy of the document certified as a true copy by any of the following persons:

- 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) e.g. a solicitor;
- a Justice of the Peace;
- a judge of a court;
- a magistrate;
- a chief executive officer of a Commonwealth court;
- a registrar or deputy registrar of a court;
- a notary public (for the purposes of the Statutory Declaration Regulations 1993);
- a police officer;
- an agent of the Australian Postal Corporation who is in charge of an office supplying postal services to the public;
- a permanent employee of the Australian Postal Corporation with 5 or more years of continuous service who is employed in an office supplying postal services to the public;

- an Australian consular officer or an Australian diplomatic officer (within the meaning of the Consular Fees Act 1955);
- an officer with 5 or more continuous years of service with one or more financial institution (for the purposes of the Statutory Declaration Regulations 1993);
- a finance company officer with 5 or more continuous years of service with one or more finance company (for the purposes of the Statutory Declaration Regulations 1993);
- an officer with, or authorised representative of, a holder of an Australian financial services licence, having 5 or more continuous years of service with one or more licensees.

(1) a primary photographic identification document is any of the following:

- a birth certificate or birth extract issued by a State or Territory;
- a citizenship certificate issued by the Commonwealth;
- a birth certificate issued by a foreign government, the United Nations or an agency of the United Nations that, if it is written in a language that is not understood by the person carrying out the verification, is accompanied by an English translation prepared by an accredited translator; or
- a pension card issued by Centrelink that entitles the person in whose name the card is issued, to financial benefits.

(2) a primary non-photographic identification document is any of the following:

- a licence or permit issued under a law of a State or Territory or equivalent authority of a foreign country for the purpose of driving a vehicle that contains a photograph of the person in whose name the document is issued;
- a passport issued by the Commonwealth;
- a passport or a similar document issued for the purpose of international travel, that: contains a photograph and the signature of the person in whose name the document is issued, is issued by a foreign government, the United Nations or an agency of the United Nations and if it is written in a language that is not understood by the person carrying out the verification - is accompanied by an English translation prepared by an accredited translator;
- a card issued under a law of a State or Territory for the purpose of identification which contains a photograph of the person in whose name the document is issued;
- a national identity card issued for the purpose of identification, that contains a photograph and the signature of the person in whose name the document is issued, is issued by a foreign government, the United Nations or an agency of the United Nations and if it is written in a language that is not understood by the person carrying out the verification - is accompanied by an English translation prepared by an accredited translator;

(3) a secondary identification document is any of the following:

- a notice that was issued to an individual by the Commonwealth, a State or Territory within the preceding twelve months, contains the name of the individual and his or her residential

address and records the provision of financial benefits to the individual under a law of the Commonwealth, State or Territory (as the case may be);

- a notice that was issued to an individual by the Australian Taxation Office within the preceding 12 months, contains the name of the individual and his or her residential address and records a debt payable to or by the individual by or to (respectively) the Commonwealth under a Commonwealth law relating to taxation;
- a notice that was issued to an individual by a local government body or utilities provider within the preceding three months, contains the name of the individual and his or her residential address and records the provision of services by that local government body or utilities provider to that address or to that person.
- a notice that was issued to a minor by a School principal within the preceding three months, contains the name of the minor and his or her residential address and records the period of time that the minor attended at the school.

### **Acceptance of Application**

The Responsible Entity may in its absolute discretion reject the Application. Each Member will be notified in writing upon the Application being accepted. However, unless the Responsible Entity notifies the applicant otherwise within sixty (60) days of receipt, the Application will be considered accepted.

Upon the Application being accepted, the Management Agreement will be executed by the appointed attorneys and a copy returned to the Applicant.

Signing and returning the Application Form and Power of Attorney constitutes a binding contract once the Application has been accepted. However, if the Application is not accepted, the Management Agreement is not binding and is of no force or effect.

### **Lodging of Application**

Application Form and Power of Attorneys should be lodged at Huntley Custodians Limited Suite 301 3<sup>rd</sup> Floor, 37 Bligh Street Sydney NSW 2000.

## Schedule 3 - Application Form and Power of Attorney

To Huntley Management Limited ABN 52 089 240 513

This Application Form relates to the application for Participating Interests in the SolarCloud Scheme ARSN 612 098 110 (**Scheme**) under Information PDS dated 7 March 2019 (**PDS**) issued by Huntley Management Limited ABN 52 089 240 513 (**Huntley**) AFSL No. 229754 as the responsible entity of the Scheme. This form must be accompanied by the PDS when provided to any person. Unless otherwise defined, capitalised terms in this Application Form have the meaning given to them in the PDS.

Completing and signing this form achieves five things:

- you apply to participate in the Solar Cloud Scheme to the extent nominated;
- you will make available to us for participation in the Scheme the number of SolarCloud panels you have acquired from \_\_\_\_\_;
- you appoint certain people to do specified things on your behalf, and in your name, under a Power of Attorney;
- you acknowledge that you have read and understood the PDS and attached legal documents;
- you confirm your payment method for the amounts due under the PDS and your commitment thereto.

Please use black pen and print in CAPITAL LETTERS and  where appropriate

### 1 Contact details

Title

.....

Given name(s)

.....

Surname

.....

Phone

.....

Email

.....

Postal address

.....

Suburb

.....

State

Postcode

.....

We will upload relevant information, updates, disclosure documents, forms and reports to our website [www.huntleygroup.com.au](http://www.huntleygroup.com.au) and/or send to your email address nominated above. Should you wish to opt out of our electronic disclosure, please contact us on 02 9233 5444.

### 2 Application

By completing this form you apply for the number of Participating Interests specified in the following box, being the number of SolarCloud Panels you provide to the Responsible Entity for use in the Scheme.

No. of Participating Interests:

### 3 Acknowledgements

By marking this box with a

you acknowledge that:

- you have read and understood the PDS and you have received and accepted the offer in it, in Australia
- you have read and understood the Constitution and Management Agreement
- the Responsible Entity is not bound to accept your application in whole or in part.
- participation in the SolarCloud offered by this PDS is considered to be speculative and you have had the opportunity to seek independent legal, financial and taxation advice on the implications of investing in the Project
- Huntley and/or any of their directors, employees or advisers, has not made any recommendation to you concerning participation in SolarCloud
- you appoint the attorneys specified in the following Power of Attorney to exercise the powers referred to in the Power of Attorney set out below as if you had signed the same
- if your application is accepted in whole or in part:
  - one or more of the attorneys specified in the following Power of Attorney will execute the Management Agreement on your behalf pursuant to the powers granted to them in such Power of Attorney
  - your attorneys have your authority to enter into the Management Agreement on your behalf
  - you will become a party to the Management Agreement notwithstanding the same has not been signed on your behalf
- Your application is true and correct and you have legal power to invest.
- You are bound by the provisions of the Constitution and Management Agreement as amended from time to time and this Application Form.
- If you have received the PDS from the internet or other electronic means that you received it personally or a printout of it, accompanied by or attached to this Application Form.
- If this is a joint application, each of you agrees, unless otherwise indicated on this application, that your investment is as joint tenants.
- Each of you who is able to operate the account will bind the other(s) to any transaction including investments, switches or withdrawals by any available method.
- If investing as trustee on behalf of a superannuation Scheme or trust you confirm that you are acting in accordance with your designated powers and authority under the trust deed. In the case of superannuation Schemes, I/we also confirm that it is a complying Scheme under the Superannuation Industry (Supervision) Act.
- You acknowledge that none of Huntley, any member of the Huntley Group or any of their officers, advisers, agents or associates in any way guarantee the performance of the Scheme nor any return of capital.
- You acknowledge that Huntley and its related bodies corporate may disclose and use personal information as contemplated in Huntley's Privacy Policy available at [www.huntleygroup.com.au](http://www.huntleygroup.com.au). By completing the application form you are providing personal information to Huntley. Your personal information will be used to process your application and, if your application

is successful, to administer and report on your Participating Interest in the Scheme and the progress of the Scheme's activities. Your personal information may also be provided to other persons to enable Huntley to provide these services to you (e.g. service providers, consultants, and advisers), or to persons that you authorise to act on your behalf in relation to your investment (e.g. your financial adviser, accountant or lawyer). We may also disclose your personal information to others as permitted under the law.

- If you do not provide all or part of the information required by the application form, Huntley will not be able to accept your application and you will not be able to acquire Participating Interests in the Scheme.
- If any of your personal details change please contact Huntley at the address stated in this application form. You can also contact Huntley to find out what personal information is held about you or if you have a complaint about the way in which your personal information has been handled.
- You acknowledge and agree that if you instruct Huntley by electronic means (for example by email) you indemnify Huntley all losses and liabilities arising from any payment or action Huntley makes based on any instruction (even if not genuine) that Huntley receives by an electronic communication which appears to indicate to Huntley that the communication has been provided by me/us.
- You will provide to Huntley or its nominee any information that Huntley reasonably requires in order to enable Huntley to comply with all its obligations under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 and its associated rules and regulations (in force from time to time).
- You acknowledge that investments in the Scheme are subject to the risks outlined in the PDS.
- You acknowledge that the information collected by Huntley (including in this application form) may be used for identification purposes, including via a third party verification service, to enable Huntley to comply with all its customer identification obligations under the Act and associated rules and regulations referred to above.
- You will provide Huntley or its nominee any information that Huntley reasonably requires in order to enable Huntley to meet all of its compliance, reporting and other obligations under the United States of America Foreign Account Tax Compliance Act (FATCA) and all associated rules and regulations from time to time (including, without limitation, the Inter-Governmental Agreement (IGA) entered into between the governments of the US and Australia). I/We understand that Huntley may disclose such information to the Australian Taxation Office (ATO) who may in turn disclose the information to the US Internal Revenue Service (IRS).
- You understand that where you have provided Huntley or its nominee with information about your status or designation under or for the purposes of FATCA (including, but without limitation, US residency or citizenship status and FATCA status as a particular entity type) and all associated rules and regulations, Huntley will treat that information as true and correct without any additional validation or confirmation being undertaken by Huntley except where it is under a legal obligation to do so.

#### 4 Power of Attorney

**This section of the form comprises a Power of Attorney, made on the day specified at the end of the form, by the person or company that executes the Application Form and Power of Attorney.**

##### Who and how you appoint

1. You appoint Huntley Management Limited and each of its directors and company secretary separately as your attorneys specifically, and only for the purposes of executing the Management Agreement on your behalf.
2. You agree to formally approve the attorney's actions under this Power of Attorney. You agree and declare that this Power of Attorney is given for valuable consideration and further agree that you may not revoke the appointment.

**The powers you give under the Power of Attorney**

3. The Attorney may, in your name:
- do everything required to execute the Management Agreement; and
  - do everything required to execute and deliver any documents connected with or incidental to the Management Agreement and the transactions contemplated by it; and
  - do anything which you can do as a Participant in the SolarCloud or anything which you can do or are obligated to do in relation to the transactions contemplated by those documents; and
  - stamp and register this Power of Attorney and any of those documents if necessary.

**Declaration**

4. You declare that:
- anything done in exercising the powers given under this Power of Attorney will be as binding on you and anyone else as if you had done the acts yourself; and
  - any person who deals with your Attorney in good faith may accept as true a statement signed by the Attorney which declares that:
    - an act of the Attorney is proper exercise of the powers under this Power of Attorney; and /or
    - this Power of Attorney has not been revoked.
5. You authorise the Attorneys to exercise the powers under this Power of Attorney even if this involves a conflict of duty or the Attorneys (or any person they know) have a personal interest in doing so.

## 5 Investor details

What type of investor are you? Complete section:

<input type="checkbox"/>	Individual / joint holding	A / A + B
<input type="checkbox"/>	Australian Proprietary Company	C + E
<input type="checkbox"/>	Australian Public Company	C
<input type="checkbox"/>	Unregulated trust <sup>1*</sup> with corporate trustee	C + D + E
<input type="checkbox"/>	Unregulated trust <sup>1*</sup> with individual trustee	A + D + E
<input type="checkbox"/>	Regulated trust <sup>1*</sup> with corporate trustee	C + D
<input type="checkbox"/>	Regulated trust <sup>1*</sup> with individual trustee	A + D
<input type="checkbox"/>	Other (e.g. foreign companies and partnerships)	Please contact us

### A Individual investor or individual trustee

Title

Given name(s)

Surname

Date of Birth

[DD] / [MM] / [YY]

Email

Residential address

Suburb

State

Postcode

Are you an Australian resident for tax purposes?

Yes  No, if no specify relevant countries

If you are Australian resident for tax purposes please insert your tax file number TFN

If you are a foreign resident<sup>2</sup> for tax purposes, do you have a tax identification number (TIN)?

Yes -Please provide TIN for each country

Country TIN

Country TIN

No -Please tick one of the following:

The country of tax residency does not issue TINs;

I have not been issued with a TIN; or

The country of tax residency does not require the TIN to be disclosed

<sup>1\*</sup> A **Regulated trust** includes a SMSF, registered retail managed investment scheme and a wholesale managed investment scheme that doesn't make small scale offerings. Other trusts are **Unregulated Trusts**.

<sup>2</sup> Tax residency rules differ by country. You can be a tax resident of a country based on the amount of time you spend in that country, the location of your residence or place of work. Tax residence in the US can be as a result of citizenship or residency.

Are you a Politically Exposed Person<sup>3\*\*</sup>?  Yes  No

## B Joint investor

Title \_\_\_\_\_

Given name(s) \_\_\_\_\_

Surname \_\_\_\_\_

Date of Birth [DD] / [MM] / [YY] \_\_\_\_\_

Email \_\_\_\_\_

Residential address  Same as A, or specify below

Suburb \_\_\_\_\_

State \_\_\_\_\_

Postcode \_\_\_\_\_

Are you an Australian resident for tax purposes?

Yes  No, if no specify relevant countries

If you are Australian resident for tax purposes please insert either tax file number TFN

If you are a foreign resident for tax purposes, do you have a tax identification number (TIN)?

Yes -Please provide TIN for each country

Country TIN

Country TIN

No -Please tick one of the following:

The country of tax residency does not issue TINs;

I have not been issued with a TIN; or

The country of tax residency does not require the TIN to be disclosed

Are you a Politically Exposed Person<sup>2\*\*</sup>?  Yes  No

## C Australian Company or corporate trustee

Full company name/ corporate trustee name/  
sole trader business name

ABN or TFN or TFN exemption \_\_\_\_\_

ACN \_\_\_\_\_

Is the Company an Australian resident for tax purposes?

Yes  No

If the Company is a foreign resident for tax purposes, does it have a tax identification number?

<sup>3\*\*</sup>

A **Politically Exposed Person** includes a head of state or government, government minister or senior politician, senior government official, judge, governor of a central bank or any other person who holds a position of influence with a reserve bank, senior foreign representative, high ranking member of the armed forces or board chair or senior executive of a state owned enterprise or the immediate family member or associate of any such persons.

**Yes** -Please provide for each country in which you are tax resident

Country and TIN

Country and TIN

**No** -Please tick one of the following:

The country of tax residency does not issue TINs;

The Company not been issued with a TIN; or

The country of tax residency does not require the TIN to be disclosed

Suburb

State

Postcode

Registered place of business address (if different)

Suburb

State

Postcode

Business activities

Is the company/corporate trustee a proprietary or public company?  Proprietary

Public

If you are proprietary company, provide the full name of each director

Director 1 name

Date of Birth

[DD] / [MM] / [YY]

Director 2 name

Date of Birth

[DD] / [MM] / [YY]

If there are more directors, please attach.

## D Trusts

Trustee No. 1 Name

Trustee No. 1 Address

Suburb

State

Postcode

Trustee No. 2 Name

Trustee No. 2 Address

Suburb

State

Postcode

Are there additional trustees?

Yes. Please attach a separate page to this application form with the details.

No

Trust name

Business name of Trust

ABN, TFN of TFN exemption

Type of trust (e.g. family trust or SMSF)

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Country in which trust was established

---



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**Only complete the remaining part of section D if the trust is an Unregulated Trust<sup>1\*</sup>.**

---

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

Yes, what are the terms?

---

OR

No, please provide the full name of each beneficiary

---

Are there additional beneficiaries?

Yes. Please attach a separate page to this application form with the details.      No     

---

Full name of settlor of trust?<sup>4\*\*\*</sup>

---

Is the Trust an Australian resident for tax purposes?

Yes  No

---

If the Trust is a foreign resident for tax purposes, does it have a tax identification number?

**Yes** -Please provide for each country

Country and TIN

Country and TIN

**No** -Please tick one of the following:

The country of tax residency does not issue TINs;

The Trust not been issued with a TIN; or

The country of tax residency does not require the TIN      to be disclosed

---



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<sup>1\*</sup> A **Regulated trust** includes a SMSF, registered retail managed investment scheme and a wholesale managed investment scheme that doesn't make small scale offerings. Other trusts are **Unregulated Trusts**.

<sup>2\*\*</sup> A **Politically Exposed Person** includes a head of state or government, government minister or senior politician, senior government official, judge, governor of a central bank or any other person who holds a position of influence with a reserve bank, senior foreign representative, high ranking member of the armed forces or board chair or senior executive of a state owned enterprise or the immediate family member or associate of any such persons.)

<sup>4</sup> You do not need to provide the name of the **Settlor** if the you are a Regulated Trust, or if the settlor of the trust is now deceased, or if the settlor contributed to the trust at the time of its establishment a material asset contribution of less than \$10,000.

## E Beneficial Ownership <sup>5\*\*\*\*</sup>

Please complete for each Beneficial Owner. If you are unable to ascertain the Beneficial Owners, please complete Decision Maker section below instead.

### Beneficial Owner 1 <sup>4\*\*\*\*</sup>

Name \_\_\_\_\_

Date of Birth [DD] / [MM] / [YY] \_\_\_\_\_

Residential address \_\_\_\_\_

Suburb \_\_\_\_\_

State \_\_\_\_\_

Postcode \_\_\_\_\_

Are you an Australian resident for tax purposes?

Yes  No, if no specify relevant countries

If you are a foreign resident for tax purposes, do you have a tax identification number?

Yes -Please provide Country TIN

Country TIN

No -Please tick one of the following:

The country of tax residency does not issue TINs;  I have not been issued with a TIN; or

The country of tax residency does not require the TIN to be disclosed

Are you a Politically Exposed Person?

Yes  No

### Beneficial Owner 2 <sup>4\*\*\*\*</sup>

Name \_\_\_\_\_

Date of Birth [DD] / [MM] / [YY] \_\_\_\_\_

Residential address \_\_\_\_\_

Suburb \_\_\_\_\_

State \_\_\_\_\_

Postcode \_\_\_\_\_

Are you a Politically Exposed Person?

Yes  No

<sup>5</sup> If a Beneficial Owner is not an individual, please provide the Beneficial Ownership of that entity as well.

**Beneficial Owner** means an individual who ultimately 'Owns' or 'Controls' (directly or indirectly) the investor. **Owns** 'means ownership (either directly or indirectly) of 25% or more of a person. **'Control'** includes control as a result of, or by means of, trusts, agreements, arrangements, understandings and practices, whether or not having legal or equitable force and whether or not based on legal or equitable rights, and includes exercising control through the capacity to determine decisions about financial and operating policies.'

---

Are you an Australian resident for tax purposes?

**Yes**  **No**, if no specify relevant countries

If you are a foreign resident for tax purposes, do you have a tax identification number?

**Yes** -Please provide Country TIN  
Country TIN

**No** -Please tick one of the following:

- The country of tax residency does not issue TINs;
- I have not been issued with a TIN; or
- The country of tax residency does not require the TIN to be disclosed

---

### Beneficial Owner 3 <sup>4\*\*\*\*</sup>

Name

Date of Birth [DD] / [MM] / [YY]

Residential address

Suburb

State

Postcode

Are you a Politically Exposed Person\*?

**Yes**  **No**

Are you an Australian resident for tax purposes?

**Yes**  **No**, if no specify relevant countries

If you are a foreign resident for tax purposes, do you have a tax identification number?

**Yes** -Please provide Country TIN  
Country TIN

**No** -Please tick one of the following:

- The country of tax residency does not issue TINs;
- I have not been issued with a TIN; or
- The country of tax residency does not require the TIN to be disclosed

---

### Beneficial Owner 4 <sup>4\*\*\*\*</sup>

Name

Date of Birth [DD] / [MM] / [YY]

Residential address

Suburb

State

Postcode

Are you a Politically Exposed Person?

Yes  No

Are you an Australian resident for tax purposes?

Yes  No, if no specify relevant countries

If you are a foreign resident for tax purposes, do you have a tax identification number?

Yes -Please provide Country TIN  
Country TIN

No -Please tick one of the following:

- The country of tax residency does not issue TINs;  
 I have not been issued with a TIN; or  
 The country of tax residency does not require the TIN to be disclosed

## Decision Maker

Only complete if you are unable to ascertain the Beneficial Owner. If you are a **company**, please provide name and address of any individual who is entitled to exercise 25% or more voting rights including power of veto, or holds the position of a senior management official (or equivalent).

If you are a **trust**, please provide the name and address of any individual who has the power to remove the trustee.

### Decision Maker 1

Name

Date of Birth [DD] / [MM] / [YY]

Residential address

Suburb

State

Postcode

Are you a Politically Exposed Person\*?

Yes  No

Are you an Australian resident for tax purposes?

Yes  No, if no specify relevant countries

If you are a foreign resident for tax purposes, do you have a tax identification number?

Yes -Please provide Country TIN  
Country TIN

No -Please tick one of the following:

- The country of tax residency does not issue TINs;  
 I have not been issued with a TIN; or  
 The country of tax residency does not require the TIN to be disclosed

**Decision Maker 2**

Name \_\_\_\_\_

Date of Birth [DD] / [MM] / [YY] \_\_\_\_\_

Residential address \_\_\_\_\_

Suburb \_\_\_\_\_

State \_\_\_\_\_

Postcode \_\_\_\_\_

Are you a Politically Exposed Person\*?

 Yes  No

Are you an Australian resident for tax purposes?

 Yes  No, if no specify relevant countries

If you are a foreign resident for tax purposes, do you have a tax identification number?

 Yes -Please provide Country TIN

Country TIN

 No -Please tick one of the following: The country of tax residency does not issue TINs; I have not been issued with a TIN; or The country of tax residency does not require the TIN to be disclosed**6 Foreign Account Tax Compliance Act (FATCA) declaration (mandatory)  
Companies and Trusts**

- **Companies and Corporate Trustees complete section 6.1 (and possibly 6.2)**
- **Individual go to section 6.2**
- **Trusts complete section 6.3 (and possibly 6.4)**

(Note dual-residents need to complete this section)

**6.1 Companies and Corporate Trustee****Tax status**

Please select the Company / Corporate Trustee tax status from the list below

 Financial Institution<sup>6</sup>

If the Financial Institution has a Global Intermediary Identification Number (GIIN), please quote its GIIN

<sup>6</sup> A **Financial Institution** is a custodial or depository institution, an investment entity or a specified insurance company for FATCA / CRS purposes)

If the Financial Institution does not have a GIIN, please select its FATCA status

- Deemed Compliant Financial Institution
- Excepted Financial Institution
- Exempt Beneficial Owner
- Non Reporting IGA Financial Institution
- Nonparticipating Financial Institution
- Other (describe the company's FATCA status in the box provided)

If you are a Financial Institution that is an Investment Entity, are you located in a Non-Participating CRS jurisdiction and managed by another Financial Institution?

- Yes       No

If Yes, please complete Section 7.2. If No, please proceed to Section 7.3.

- Australian Public Listed Company, Majority Owned Subsidiary of an Australian Public Listed company or Australian Registered Charity
- An Active Non-Financial Entity<sup>7</sup> (NFE)  
**Please proceed to Section 6.2.**
- Other (Entities that are not previously listed).  
**Please proceed to Section 6.2.**

## 6.2 Foreign Beneficial Owners (Individuals)

Please complete the section below for each Beneficial Owner that is a tax resident of a country other than Australia (unless already provided in section 5E above).

Alternatively, if there are no Beneficial Owners please tick this box

If required, provide additional details on a separate sheet.

<sup>7</sup> An **Active NFEs** include entities where, during the previous reporting period, less than 50% of their gross income was passive income (e.g. dividends, interests and royalties) and less than 50% of assets held produced passive income. For other types of Active NFEs, refer to Section VIII in the Annexure of the OECD 'Standard for Automatic Exchange of Financial Account Information' at [www.oecd.org](http://www.oecd.org).)

Full given name(s) \_\_\_\_\_

Surname \_\_\_\_\_

TIN \_\_\_\_\_

Role \_\_\_\_\_

Residential address (PO Box is not acceptable) \_\_\_\_\_

Suburb \_\_\_\_\_ State \_\_\_\_\_ Postcode \_\_\_\_\_

Country \_\_\_\_\_

Full given name(s) \_\_\_\_\_

Surname \_\_\_\_\_

TIN \_\_\_\_\_

Role \_\_\_\_\_

Residential address (PO Box is not acceptable) \_\_\_\_\_

Suburb \_\_\_\_\_ State \_\_\_\_\_ Postcode \_\_\_\_\_

Country \_\_\_\_\_

### 6.3 Trust

#### Tax status

Please select the Trust tax status from the list below

Financial Institution<sup>8</sup>

If the Financial Institution has a Global Intermediary Identification Number (GIIN), please quote the GIIN

If the Financial Institution does not have a GIIN, please select its FATCA status from the list below.

Deemed Compliant Financial Institution

Excepted Financial Institution

Exempt Beneficial Owner

Non Reporting IGA Financial Institution

(If the Trust is a Trustee-Documented Trust, provide the Trustee's GIIN \_\_\_\_\_ )

Nonparticipating Financial Institution

<sup>8</sup> A **Financial Institution** is a custodial or depository institution, an investment entity or a specified insurance company for FATCA/CRS purposes)

US Financial Institution

Other (describe the company's FATCA status in the box provided)

Is the Trust a Financial Institution that is an Investment Entity located in a Non-Participating CRS Jurisdiction and managed by another Financial Institution?

Yes - **Proceed to section 6.4**

No - **Proceed to section 7**

Australian Registered Charity or Deceased Estate

A Foreign Charity or An Active Non-Financial Entity<sup>9</sup> (NFE)

Other (Passive NFEs)

---

#### 6.4 Foreign Controlling Persons

---

Are any of the Trust's Controlling Persons<sup>10</sup> tax residents<sup>11</sup> of  Yes  No  
countries other than Australia

If the Trustee is a company, are any of that company's  Yes  No  
Controlling Persons tax residents of countries other than  
Australia

If Yes to either of the two above questions, please provide the details below.

Controlling Person 1

Full Name

Position in Trust (e.g. Trustee, Beneficiary etc)

---

Controlling Person 2

Full Name

Position in Trust (E.g. Trustee, Beneficiary etc.)

Tax resident of following foreign counties

If there are further foreign Controlling Persons please provide information separately.

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<sup>9</sup> An **Active NFEs** include entities where, during the previous reporting period, less than 50% of their gross income was passive income (e.g. dividends, interests and royalties) and less than 50% of assets held produced passive income. For other types of Active NFEs, refer to Section VIII in the Annexure of the OECD 'Standard for Automatic Exchange of Financial Account Information' at [www.oecd.org](http://www.oecd.org))

<sup>10</sup> A **Controlling Person** is any individual who directly or indirectly exercises control over the Trust. For a Trust, this includes all Trustees, Settlers, Protectors or Beneficiaries.

<sup>11</sup> Tax residency rules differ by country. You can be a tax resident of a country based on the amount of time you spend in that country, the location of your residence or place of work. Tax residence in the US can be as a result of citizenship or residency.