

OurMoneyMarket

Product Disclosure Statement

ARSN 616 185 534

Dated: 20th June 2019

Manager:

OurMoneyMarket Pty Ltd

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Trustee:

Melbourne Securities Corporation Ltd

ACN: 160 326 545

AFSL Number: 428289



Risk Warning Statement

Marketplace lending involves a number of risks, including the possibility that a Borrower defaults and does not repay all of the money you have Invested. Not all of the investments offered in the marketplace involve the same level of risk. The Manager provides certain information to inform Investors as to the relative level of risk of individual investments, but the information is not perfect and Investors will not see all of the information provided by Borrowers. The level of defaults over time will depend primarily on the Manager's skill in assessing the creditworthiness of Borrowers. Investors should consider the experience of the Manager, along with the process the Manager follows in selecting loans for the marketplace. Please also refer to the MoneySmart website for more general information on marketplace lending:

<https://www.moneysmart.gov.au/investing/managed-funds/peer-to-peer-lending>

Important Notices

This information is important and requires your attention

It is important that you read this document carefully and in its entirety prior to making any decision about investing in the OurMoneyMarket Investment Trust. In particular, you should pay careful consideration to the risk factors outlined in Section 6 of this document and the tax implications in Section 9 as they relate to your personal investment objectives, financial circumstances and needs. The potential tax effects of an investment in the OurMoneyMarket Investment Trust will vary between Investors. Other risk factors may exist in addition to those identified in this document which should also be considered in light of your personal circumstances. If you have any queries or uncertainties relating to aspects of this document or an investment in the OurMoneyMarket Investment Trust, please consult your adviser before deciding to invest.

The issuer

This document is a Product Disclosure Statement ('PDS') for the purposes of Part 7.9 of the Corporations Act and has been issued by Melbourne Securities Corporation Limited (ACN 160 326 545, AFSL number 428289) ('Trustee'), as trustee of the OurMoneyMarket Investment Trust (ARSN 616 185 534) ('Trust'). The Trust is a managed investment scheme registered with ASIC.

The platform

The Trust is accessed via the OurMoneyMarket Platform, an online marketplace that enables members of the OurMoneyMarket Investment Trust the opportunity to invest in Units that offer an economic interest in personal loans provided by OurMoneyMarket Lending Pty Ltd ('OurMoneyMarket Lending'). The platform is owned and operated by OurMoneyMarket Pty Ltd ('OurMoneyMarket'/'Manager') who also acts as Manager of the Trust. OurMoneyMarket is an authorised representative (number 1252443) of MSC Advisory Pty Ltd (ACN 607 459 441, AFSL number 480649).

Date

This PDS was prepared in accordance with the Corporations Act. This PDS is dated 20th June 2019. This PDS has not, and does not need to be, lodged with ASIC, and ASIC does not take any responsibility for the contents of this PDS or the merits of the investment to which this PDS relates.

Not investment advice

The information contained in this PDS should not be taken as financial product advice and has been prepared as general information only without consideration for your particular investment objectives, financial circumstances or particular needs.

In particular, you should pay careful consideration to the risk factors outlined in Section 6 in light of your personal circumstances, recognising that other risk factors may exist in addition to those identified and should also be considered before deciding whether to invest.

If you have any queries or uncertainties relating to aspects of this PDS or the offer of Units in the OurMoneyMarket Investment Trust, please consult your accountant or other independent financial adviser before deciding whether to invest.

Similarly, the tax implications of your investment will vary depending on your personal financial circumstances and investment objectives. You should consider the tax implications outlined in Section 9 and obtain your own professional taxation advice prior to deciding whether to invest in this offer of Units in the OurMoneyMarket Investment Trust.

Rights and liabilities attached to Units

Details of the rights and liabilities attached to each Unit are set out in the Constitution, a copy of which will be made available for inspection at the registered office of the Trustee within normal trading hours.

Electronic PDS

An electronic copy of this PDS may be viewed online by Australian Investors at www.ourmoneymarket.com. If you access this PDS electronically, please ensure that you download and read the PDS in its entirety. The offer to which this PDS relates is available to persons receiving this PDS (electronically or otherwise) in Australia only.

Applications for Units in the OurMoneyMarket Investment Trust will only be considered if applied for on an application form (refer to Section 1 for more information).

The Corporations Act prohibits any person from passing the application form on to another person unless it is accompanied by this PDS in its paper form or the complete and unaltered electronic form.

Overseas Investors

This PDS has been prepared to comply with the requirements of Australian law and is only being made available to Investors in Australia.

This PDS does not constitute an offer or invitation in any place in which, or to any person to whom, it would not be lawful to make such an offer or invitation.

Distribution of this PDS outside Australia (whether electronically or otherwise) may be restricted by law. Persons who receive this PDS outside of Australia are required to observe any such restrictions. Failure to comply with such restrictions may find you in violation of applicable securities laws.

Any person subscribing for Units in the Trust shall by virtue of such subscription be deemed to represent that they are not in a jurisdiction which does not permit the making of an offer or invitation as detailed in this PDS, and are not acting for the account or benefit of a person within such jurisdiction.

None of the Trustee, OurMoneyMarket, OurMoneyMarket Lending, the Custodian nor any of their respective directors, officers, employees, consultants, agents, partners or advisers accepts any liability or responsibility to determine whether a person is able to participate in the offer for Units in the OurMoneyMarket Investment Trust.

Important Information Related to US Securities Law Restrictions

This PDS may not be distributed to, or relied upon by persons in the United States. This PDS does not constitute an offer of securities in the United States or to any person in the United States.

The Units have not been, and will not be registered under the U.S. Securities Act and may not be offered or sold in the United States except in transactions exempt from, or not subject to, the registration requirements of the U.S. Securities Act.

Each Applicant will be taken to have represented, warranted and agreed on behalf of itself and each person for whom it is applying for Units as follows:

- It understands that the Units in the Trust have not been, and will not be, registered under the US Securities Act or the securities laws of any state of the United States and may not be offered, sold or resold in the United States, except in a transaction exempt from, or not subject to, registration under the US Securities Act and any other applicable securities laws;
- It is not in the United States at the time of such application;
- It has not and will not send the PDS or any other material relating to the offer for Units in the Trust to any person in the United States; and
- It will not offer or sell the Units in the United States or in any other jurisdiction outside Australia except in transactions exempt from, or not subject to, registration under the US Securities Act and in compliance with applicable laws in the jurisdiction in which Units in the OurMoneyMarket Investment Trust are offered and sold.

Updated information

Information regarding the OurMoneyMarket Investment Trust may change from time to time. Any updated information about the OurMoneyMarket Investment Trust that is considered not materially adverse to Investors will be made available on the Manager's website at www.ourmoneymarket.com. OurMoneyMarket will only make financial product and services disclosures electronically.

In accordance with its obligations under the Corporations Act, the Trustee may issue a supplementary PDS or replacement PDS to supplement any relevant information not disclosed in this PDS. You should read any supplementary disclosures made in conjunction with this PDS prior to making any investment decision.

Financial information

Unless otherwise specified, all financial and operational information contained in this PDS is current as at the date of this PDS. All currency amounts are in Australian dollars unless otherwise specified.

Forward-looking statements

Certain "forward-looking statements" have been provided in this PDS. These statements can be identified by the use of words such as "anticipate", "believe", "expect", "project", "forecast", "estimate", "likely", "intend", "should", "could", "may", "target", "predict", "guidance", "plan" and other similar expressions. Indications of, and guidance on, future earnings and financial position and performance are also forward-looking statements.

Preparation of these forward-looking statements was undertaken with due care and attention; however, forward-looking statements remain subject to known and unknown risks, uncertainties and other factors, many of which are

beyond the control of the Trustee and its officers, employees, agents and advisers. Consequently, such factors may impact the performance of the OurMoneyMarket Investment Trust such that actual performance differs materially to any performance indicated in the forward-looking statements. Some of the risk factors that impact on forward-looking statements in this PDS are set out in Section 6. No assurance can be provided that actual performance will mirror the guidance provided.

Other than as required by law, none of the Trustee, OurMoneyMarket, OurMoneyMarket Lending, the Custodian, nor any of their respective directors, officers, employees or advisers or any other person gives any representation, assurance or guarantee that the occurrence of the events expressed or implied in any forward-looking statements in this PDS will actually occur. You are cautioned not to place undue reliance on those statements.

The forward-looking statements in this PDS reflect the views held only immediately before the date of this PDS, unless otherwise stated. Subject to the Corporations Act and any other applicable law, each of the Trustee, OurMoneyMarket, OurMoneyMarket Lending, the Custodian, their respective directors, officers, employees and advisers disclaims any duty to disseminate after the date of this PDS any updates or revisions to any such statements to reflect any change in expectations in relation to such statements or any change in events, conditions or circumstances on which any such statement is based.

Diagrams

Diagrams contained in this PDS are intended for illustrative purposes only.

Investment timing

Any indication of times, including terms of any investments, may vary due to the time taken to process instructions or payments. Any processing times indicated are estimates only and may vary.

Definitions, abbreviations and other information

Explanations of defined terms and abbreviations used throughout this PDS can be found in the Glossary (Section 13 of this PDS).

Unless otherwise stated or implied, references to times in this PDS are to Sydney time. Similarly, references to dates or years in this PDS are financial years for the OurMoneyMarket Investment Trust unless otherwise stated or implied.

Rounding of the figures provided in this PDS may result in some discrepancies between the sum of components and the totals outlined within the tables and percentage calculations.

Disclaimer

No person is authorised to give any information, or to make any representation, in connection with the offer for Units in the OurMoneyMarket Investment Trust that is not contained in this PDS.

Any information or representation that is not in this PDS may not be relied on as having been authorised by the Trustee in connection with the offer for Units in the OurMoneyMarket Investment Trust. Except as required by law, and only to the extent so required, neither the Trustee, nor any other person, warrants or guarantees the future performance of the OurMoneyMarket Investment Trust, the repayment of capital, or any return on any investment made.

Disclaimers from third parties

Sargon CT Pty Ltd ('Sargon') has not withdrawn its consent to be named in this PDS as Custodian in the form and context in which it is named. Sargon does not make or purport to make any statement that is included in this PDS and there is no statement in this PDS based on any statement by Sargon. To the maximum extent permitted by law,

Sargon expressly disclaims and takes no responsibility for any part of this PDS other than the references to its name. Sargon does not guarantee the repayment of capital or any particular rate of capital or income return.

Third party privacy notice

Sargon collects your personal information for the primary purpose of providing custodial services to the Trustee and for ancillary purposes detailed in its Privacy Policy. Sargon may disclose your personal information, such as your name and contact details, along with your account information to its related bodies corporate, the Trustee professional advisors and/or as otherwise instructed by the Trustee. Sargon is also permitted to collect and disclose your personal information when required or authorised to do so by law. Sargon is not likely to disclose your personal information to overseas recipients. Your personal information will be used in accordance with Sargon's Privacy Policy (available [here](#)) which contains information about how you may access or correct your personal information held by Sargon and how you may complain about a breach of the Australian Privacy Principles.

FATCA compliance

If requested by the Trustee, the Investor agrees, and it is a condition of the issue of Interests in the Trust, to provide certain information required by it or the Custodian in order to comply with any applicable law, including the United States Foreign Account Tax Compliance Act ('FATCA').

Further questions?

If you have any queries relating to this PDS please contact us on 1300 990 115 or at info@ourmoneymarket.com.

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1. Welcome to the OurMoneyMarket Investment Trust

The OurMoneyMarket Investment Trust ('Trust'), is part of an online marketplace that provides Investors with the opportunity to gain direct access to an alternative fixed income asset class, namely, personal loans, which have historically only been available to traditional lenders. An Investor is able to build a diversified portfolio of personal loan exposures, with as little as \$50 per Loan, by spreading their investment across different Borrowers, geographic locations, Loan Grades, loan terms and target rates of return. Investors can access these investment opportunities via the OurMoneyMarket website ('Platform') available at www.ourmoneymarket.com.

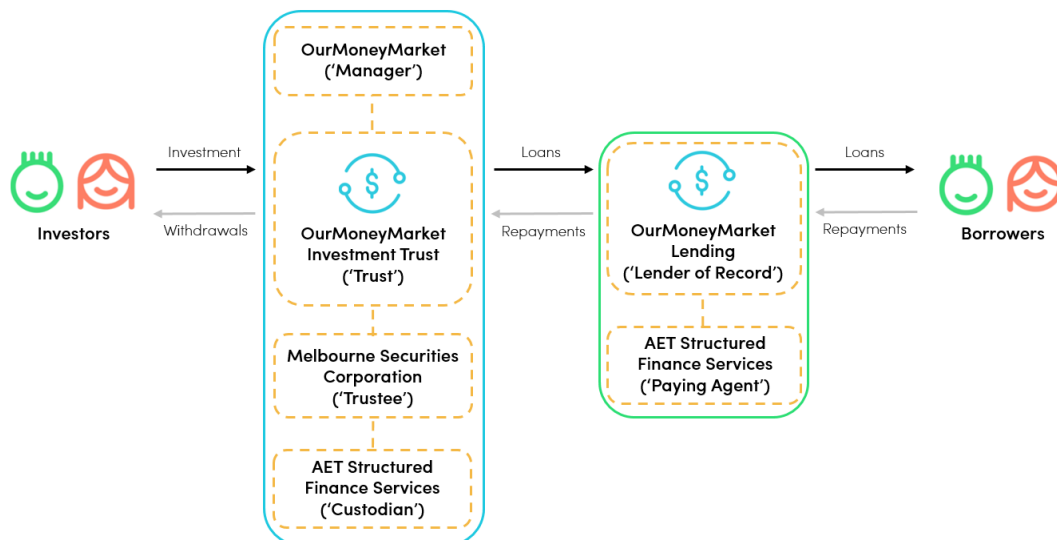
1.1 Registration and Investment into the Trust

Becoming a member of the Trust is simple, and is a 100% online process. Applicants must firstly create an OurMoneyMarket Account at www.ourmoneymarket.com/signup. Once this has been completed and to commence investing in the Trust, you will then need to follow the simple member registration instructions (www.ourmoneymarket.com/invest).

Following registration, members are credited with a Foundation Unit in the Trust. Holders of Foundation Units are then able to deposit investment funds into the OurMoneyMarket Investment Trust Account, which is controlled by the Custodian. The cost of the Foundation Unit is \$1 and is non-recoverable by the member; payment for the Foundation Unit is deferred until an Investor withdraws all of their funds from the Trust.

When cash is invested into the Trust Account it is directly allocated to Cash Units on behalf of the Investor (subject to a minimum investment of \$50). Cash Units are issued by the Trustee and allocated at a rate of \$1 per Cash Unit. Cash Units do not attract a rate of return. Within the Platform, Investors are able to access their OurMoneyMarket Account and view the Loans available for investment under the "Invest" section.

1.2 Investment Structure Summary Diagram



1.3 Investor Protection Features

The operation of the Trust benefits from a number of Investor protection features including:

- Credit and Loan management policies and processes developed by the experienced OurMoneyMarket team in consultation with a leading credit bureau.
- A professional trustee independent of the Manager focused on the interests of Investors. For more information about the Trustee, refer to Section 8.
- A professional Manager, with experience in lending, credit risk and assessing loan portfolio risk. For more information about the Manager, refer to Section 8.
- An independent Custodian to hold all assets of the Trust, including the Trust Account, thereby segregating those assets from the assets of the Manager and the Trustee. For more information about the Custodian, refer to Section 8.
- A Constitution that governs the way the Trust works. Refer to Section 10.1 for more information about the Constitution.
- A Compliance Plan that establishes a compliance regime, monitored by a Compliance Committee and subject to independent audit. Refer to Section 10.3 for more information about the Compliance Plan. Refer to Section 10.2 for more information about the Compliance Committee.
- A low minimum investment of \$50 per Loan, thereby enabling the possibility of significantly diversifying your capital investment using the Platform.
- An online platform developed using the latest technologies, including real-time reporting on your investment Portfolio and an overview of how the entire OurMoneyMarket Lending Loan portfolio is performing.

1.4 Regulation

The Trust is a managed investment scheme registered with ASIC. This PDS, the Constitution and the Compliance Plan, together, detail how the Trust will be operated and monitored. OurMoneyMarket Pty Ltd ACN 605 231 669 is an AFSL authorised representative (AFSAR number 1252443) and is responsible for managing the Trust. The Trustee of the Trust is Melbourne Securities Corporation Limited, the holder of an Australian Financial Services Licence (AFSL number 428289).

2. How the OurMoneyMarket Investment Trust Works

2.1 Features at a Glance

Feature	Description	
Type of Investment	A registered managed investment scheme that offers access to an alternative high yielding asset class – personal loans.	
OurMoneyMarket Lending Loan Product(s)	<p>The OurMoneyMarket Investment Trust offers Investors the opportunity to invest in Loan Units that are directly linked to personal loans provided by OurMoneyMarket Lending.</p>	
	<p>Loan Product</p>	
	<p>A summary of the current terms and conditions of the OurMoneyMarket Lending personal loan product is as follows:</p>	
	Loan Type	Personal loans provided to individuals for their personal use only. Common purposes for such loans include, but are not limited to, medical/dental procedures, holidays, weddings, home improvement, purchasing a car/vehicle and consolidating existing debts.
	Loan Terms	1 year, 2 years, 3 years, 4 years, 5 years, 6 years or 7 years, or such other term advertised on the Platform.
	Loan Amounts	\$2,001 to \$75,000
	Interest Type	Fixed interest
	Repayment Type	Fixed fully amortising principal and interest repayments.
Repayment Frequency	Weekly, fortnightly or monthly – depending on the Loan.	
Security Type	Unsecured	
<p>Loan Grades</p>	<p>OurMoneyMarket Lending assigns a grade to each Loan based on OurMoneyMarket Lending’s evaluation of the credit worthiness of a Borrower and their ability to pay back the Loan. Each Loan Grade represents a different credit risk profile. This can be summarised as follows:</p>	
Loan Grade	Credit Risk Profile	
Class A+	Very Conservative	
Class A	Conservative	

Feature	Description						
	<table border="1" data-bbox="560 243 1393 394"> <tr> <td>Class B</td> <td>Balanced</td> </tr> <tr> <td>Class C</td> <td>High-Yield</td> </tr> <tr> <td>Class D</td> <td>Very High-Yield</td> </tr> </table> <p>Refer to Section 4.1 for more information about Loan Grades.</p> <p>Interest Rates</p> <p>The interest rates for Loans are set by OurMoneyMarket Lending and are adjusted according to the Borrower’s Loan Grade, Sub-Grade and Loan term. The amount of interest which is payable on a Loan made by OurMoneyMarket Lending directly impacts the amount of income earned by an Investor in the Trust who has elected to fund that Loan.</p> <p>All else being equal, Class A+ Loans will have the lowest interest rates (due to a lower credit risk profile) and Class D Loans will have the highest interest rates (due to a higher credit risk profile).</p> <p>Refer to the Platform (www.ourmoneymarket.com) for current Interest Rates and Section 4.2 for more information about Interest Rates.</p>	Class B	Balanced	Class C	High-Yield	Class D	Very High-Yield
Class B	Balanced						
Class C	High-Yield						
Class D	Very High-Yield						
Investment Amounts	<table border="1" data-bbox="602 961 1349 1222"> <tr> <td>Minimum Initial Investment</td> <td>\$50</td> </tr> <tr> <td>Minimum Withdrawal</td> <td>\$50 or the remaining balance in your OurMoneyMarket Account.</td> </tr> <tr> <td>Minimum Additional Investment</td> <td>\$50</td> </tr> </table> <p>Minimum investment, withdrawal and additional investment amounts are subject to change at the Trustee’s absolute discretion.</p> <p>There is no maximum limit for investment in Cash Units and/or Loan Units.</p>	Minimum Initial Investment	\$50	Minimum Withdrawal	\$50 or the remaining balance in your OurMoneyMarket Account.	Minimum Additional Investment	\$50
Minimum Initial Investment	\$50						
Minimum Withdrawal	\$50 or the remaining balance in your OurMoneyMarket Account.						
Minimum Additional Investment	\$50						
The Platform	<p>The Platform provides flexibility and choice when it comes to making investment decisions, so you can invest the way you want to invest.</p> <p>You can manually select each Loan you would like to include in your investment portfolio via the ‘Marketplace’ option, or instead, use our “Quick Invest” option to quickly build a loan portfolio. Simply state the amount you would like to invest and the maximum amount you would like to invest in any single loan. Three loan portfolio options will be generated (Conservative, Balanced and High-Yield), which you can then filter to ensure that loans included in your selected portfolio option suit your own investment parameters. These filters include:</p> <ul data-bbox="592 1816 787 1890" style="list-style-type: none"> • Loan Grades; • Loan Terms; 						

Feature	Description
	<ul style="list-style-type: none"> • Credit Score Ranges; • The maximum number of consumer credit enquiries (in the last 6 months) for any single loan; and • The maximum debt to income ratio for any single loan. <p>A variety of information for each Loan is available on the Platform so that Investors can make informed decisions. This information includes, but is not limited to;</p> <ul style="list-style-type: none"> • the Loan amount; • the Loan term; • the Borrower interest rate; • the stated purpose of the Loan; • a summary of the Borrower’s personal and financial information; • the Borrower’s Credit Score; and • a Loan Grade that is based on OurMoneyMarket Lending’s risk assessment of the Borrower. <p>Refer to Section 4.3 for further details on the information made available for each investment opportunity.</p> <p>To ensure you are properly informed on the performance of your Portfolio, each Investor has access to a personalised dashboard where they can review the performance of their investments and make transactions at anytime, anywhere.</p> <p>Refer to Section 3 for more information on Platform Tools and Investment Information.</p>
The Trust	<p>The OurMoneyMarket Investment Trust is accessed via the Platform which provides wholesale and retail Australian Investors an opportunity to invest in Loans to Australian borrowers facilitated by OurMoneyMarket Lending.</p> <p>You can only start to earn returns on your investment in the Trust when you invest in Loan Units. It is possible to make an initial investment in Loan Units via the Platform by investing in one of two ways:</p> <ol style="list-style-type: none"> i) using the ‘Quick Invest’ option; or ii) using the ‘Marketplace’ option. <p>When an Investor selects a Loan or multiple Loans to invest in, the amount of the investment Order will then be Committed to one or several Loans, based on your investment allocation. The amount of your investment Order cannot be accessed by you until either:</p>

Feature	Description
	<ul style="list-style-type: none"> i) the Loan terms are accepted by the Borrower and you receive subsequent Loan repayments (net the Service Charge) through the referable Loan Units you hold; or ii) the Loan offer is declined by the Borrower; or iii) the time period for acceptance of the Loan offer by the Borrower lapses. <p>If a Borrower decides to proceed with a Loan and the Loan is funded ('Successful Funding'), a proportionate number of your Cash Units, corresponding to the amount you are investing in the Loan(s), will then be converted into Loan Units.</p> <p>The Manager will request the Trustee to lend the Successful Funding to OurMoneyMarket Lending who upon receipt thereof will advance the Loan to the Borrower.</p> <p>For more information about the Service Charge, please refer to section 7.4.</p>
The Manager	<p>OurMoneyMarket is the owner of the OurMoneyMarket Platform, the Manager of the OurMoneyMarket Investment Trust and an AFSL authorised representative (AFSAR number 1252443) of MSC Advisory Pty Ltd (AFSL 480649), a related party of the Trustee.</p> <p>OurMoneyMarket is responsible for running the day to day operations of the OurMoneyMarket Platform and Trust, which includes, but is not limited to, maintaining Investor registers, facilitating Loan investments, providing Loan administration services and managing payments to Investors.</p> <p>Refer to Section 8 for more information on the Manager.</p>

2.2 Loan Repayments & Investor Distributions

Under the terms of each Loan contract, Borrowers are legally obliged to make scheduled repayments over the term of each Loan. Each Loan repayment comprises both interest and principal components so that each Loan is repaid over its term. Loan repayments are payable by the Borrower to OurMoneyMarket Lending as the Lender of Record.

Investors who hold Loan Units are entitled to receive distributions of capital and income related to those Loan Units, with income paid at the rate advertised at the time of acquiring the Loan Units less the Service Charge (please refer to Section 7.4 for more information on the Service Charge that OurMoneyMarket Lending retains). The Trustee uses any Loan repayments received by the Trust from OurMoneyMarket Lending to make distributions to the holders of Loan Units. Distributions to Investors are based on their allocated share of Loan Units linked to the Loan for which a Loan repayment has been received by OurMoneyMarket Lending, net the Service Charge.

The Platform has the capability to automatically calculate the portion of capital and income due, in the form of Cash Units, to be distributed to each Investor. The amount due and paid can be accessed via your personalised dashboard.

There is no guarantee that a Borrower will meet its payment obligations (on time or at all). OurMoneyMarket Lending has no obligation to make payments to the Trust unless it has received a Loan repayment from the Borrower.

OurMoneyMarket Lending is responsible for maintaining the relationship with the Borrowers and to manage the Loan book on a day to day basis. This means Investors will not have a direct relationship with the Borrowers.

2.2.1 Early Repayment

A Borrower can prepay its Loan ahead of the scheduled maturity date. This includes both full and partial prepayments. In this event, Investors who are holding Loan Units linked to the Loan that is either fully or partially repaid will receive their share of the prepaid money back earlier than anticipated. If this happens, you will not receive all the income that you would have otherwise received had the Loan run to maturity.

2.3 Trust Account & Custodian

OurMoneyMarket Lending will forward payments of principal and interest, as and when received from the Borrowers, to the Trust Account held by the Custodian, on behalf of the Trustee (net the Service Charge and costs). The Custodian will be instructed by the Trustee to make distributions from the Trust Account to each Loan Unit holder for which these payments of principal and interest are referable.

The Custodian holds all Trust assets and has a security charge over all Loans made by OurMoneyMarket Lending using funding from the Trust. For more information about the Custodian, please see Section 8.

3. Platform Tools & Investment Information

3.1 Method of Investing

A more detailed explanation as to the methods of investing is outlined below. An Investor can provide funding for Loans in two ways:

1. Quick Invest: By clicking on the 'Quick Invest' tab in your personalised dashboard you can invest available cash by simply stating the total amount you would like to invest and the maximum Loan Units you would like to hold linked to any single Loan. Once you click 'Apply' the Platform will generate three portfolio options for you; Option 1 (Conservative), Option 2 (Balanced) and Option 3 (High-Yield).

The variance in the risk and return of these portfolios is subject to the Loans available on the Platform at that time. Subject to your investment settings, OurMoneyMarket's proprietary algorithm will determine for each portfolio option the selection of Loans and the amount of Loan Units allocated to each Loan. A summary of OurMoneyMarket's default settings for each portfolio option is below:

- Option 1 (Conservative): This portfolio option has a bias weighting towards Class A+ and Class A Loans, though depending on the Loans that are available on the OurMoneyMarket Platform at that time, may include a moderate proportion of Class B and Class C Loans and a minor proportion of Class D Loans.

- Option 2 (Balanced): This portfolio option has a bias weighting towards Class A, Class B and Class C Loans, though depending on the Loans that are available on the OurMoneyMarket Platform at that time, may include a minor proportion of Class A+ and Class D Loans.
- Option 3 (High-Yield): This portfolio option has a bias weighting towards Class C and Class D Loans, though depending on the Loans that are available on the OurMoneyMarket Platform at that time, may include a moderate proportion of Class B Loans and a minor proportion of Class A+ and Class A Loans.

The degree of difference within each portfolio option is subject to the diversity of Loans originated and approved by OurMoneyMarket Lending at that time. You can review the Loans selected in each portfolio by clicking on the portfolio option and then clicking the 'View More Details' button. If you are not satisfied with the selection of Loans included in the default portfolios you may either remove individual Loans or filter the portfolios by setting credit parameters that are more suited to your personal risk appetite. This includes filtering by; (i) Loan Grade; (ii) Loan term; (iii) Credit Score (iv) number of credit enquiries in the last 6 months; and (v) DIR. Once you select the filters you would like to apply, you will need to click the 'Apply' button again to re-generate the portfolio options.

If you are satisfied with the selection of Loans and the allocation to each individual Loan under any given portfolio, click 'Invest' to create an investment Order. Before confirming your investment Order you may view how your funds have been allocated in the portfolio and, if you wish, remove any Loan from the portfolio. If you're satisfied with the allocation, simply click 'Place Order'.

2. **Marketplace:** By clicking on 'Marketplace' you can search and browse all available Loans on the Platform and manually build a portfolio yourself by selecting each individual Loan you wish to include in your portfolio and the amount you wish to invest in Loan Units linked to each Loan. You can filter the Loans displayed on the marketplace by clicking 'Filter' and selecting the risk parameter(s) that you want to apply. Once you are satisfied with the portfolio of Loans you have selected, simply click 'Invest' to create an investment Order. An investment Order summary will be generated which you can review and add or remove any Loans. If you are satisfied with the investment Order, click 'Place Order' to finalise the investment.

3.2 Automatic Investment Tool

OurMoneyMarket offers its Investors a passive investment tool that enables Investors to automatically invest their Holding Account balance and/or automatically reinvest distributions received. You can access the automatic investment tool by clicking on the 'Auto-Invest' tab on the left-hand side of the 'Invest' section of the website. Here you can select:

- The maximum exposure you are willing to have to each Loan Grade at any point in time;
- The maximum Loan term you are willing to have exposure to;
- The maximum exposure you are willing to have to a single Borrower in your portfolio at any point in time; and
- Whether you wish to automatically invest all the funds in your Holding Account or only the capital, allowing you to have income repayments credited to your nominated bank account;

The minimum funds required in your Holding Account for an Order or reinvestment to be affected is currently \$50.

3.3 Investment Orders

When you make an investment Order, your Holding Account balance is reduced by the amount of the Order and your Committed balance increases accordingly. When your funds are allocated to Loan Units linked to a Loan, your Committed balance may remain unaffected until the Loan has been formed (when a Borrower becomes contractually bound to a Loan agreement). After the Loan has been formed, your Committed balance will reduce by the amount Committed to the Loan. The Invested balance will increase by the same amount and the Cash Units you held as Committed will be converted to Loan Units.

You can only commit funds to a Loan to the extent to which you have an adequate Holding Account balance; as such, your Holding Account balance can never fall below zero. OurMoneyMarket may reject an investment Order if your Holding Account balance is inadequate.

In circumstances where you have Committed funds to a Loan, but that Loan is not drawn down by the Borrower and that Loan is consequently cancelled, your funds will be returned to your Holding Account within 1 business day from the date the Loan was cancelled. This process will be automatically actioned by our information technology systems.

3.4 Order Confirmation

It is important to remember that to make an Order, Investors must have the equivalent amount of cleared and available cash (represented as Cash Units in this PDS or 'Available Funds' on the website) in their Holding Account. Once you confirm an Order, there is no opportunity to withdraw that Order. This is to ensure a Borrower can be confident that their Loan application will be funded if Investors have made sufficient investment Orders. You should therefore only confirm an Order if you are certain you wish to invest.

3.5 How to Keep Track of Your Investments

Each Investor can log into their personalised dashboard via the Platform website, www.ourmoneymarket.com, at any time to obtain current details of their investment Portfolio.

The dashboard will provide a complete summary of your existing investments, how much you have Committed to current Orders, how much you have Invested in Loan Units and how much is available for new Orders (being your balance of Cash Units).

3.6 Withdrawing Your Money

You can withdraw some or all your funds from your Holding Account by clicking 'Withdraw' on your personalised dashboard on the Platform. You can request a withdrawal of cleared funds in your Holding Account at any time. After you have requested a withdrawal, the Platform will transfer your funds to your nominated bank account and the equivalent number of your Cash Units representing that transfer will be deducted from your Holding Account. You cannot request payments be paid to any other account or any other person. You will be notified by email when the withdrawal request has been processed. The timing of your receipt of funds may be impacted by processing times.

The minimum amount for any withdrawal is \$50 or the balance in your Holding Account if it is less. If you withdraw the balance of your Holding Account and have no funds Committed or do not hold Loan Units, then

you may be deemed to have withdrawn your Foundation Unit. If the Trustee makes that determination, you will cease to be a member of the Trust.

3.6.1 ASIC Relief

ASIC has granted the Trustee relief from the requirements of the Corporations Act (Section 601GA and 601KA) dealing with withdrawals so that you may have access to funds held as Cash Units in your Holding Account in the manner described above.

4. Loan Assessment Information

4.1 Loan Grades

When investing through the OurMoneyMarket Platform each Loan investment has been assigned a Loan Grade. The Loan Grade is a result of OurMoneyMarket Lending's own risk assessment process, and intended to provide Investors with a measure of the risk that a Borrower will be unable to meet its contractual repayments over the next 12 months.

The Loan Grade is expressed as a letter, where 'Class A+' Borrowers represent the lowest credit risk (and therefore the highest likelihood they will meet their contractual Loan repayments) and 'Class D' Borrowers represent the highest credit risk (and therefore the lowest likelihood they will meet their contractual Loan repayments). A summary of the Loan Grades used by OurMoneyMarket is as follows:

Loan Grade	Credit Risk Profile
Class A+	Very Conservative
Class A	Conservative
Class B	Balanced
Class C	High-Yield
Class D	Very High-Yield

Please note that these grades represent OurMoneyMarket's own grading system. The grade assigned to a Loan is no guarantee that the Borrower will repay a Loan, on time or at all. Rather the grade reflects OurMoneyMarket Lending's own assessment of the likelihood that a Borrower will meet their Loan principal repayment and interest payment obligations. There is always a risk that a Borrower will not pay.

4.1.1 Sub-Grade

Each Loan Grade has a further 5 Sub-Grades. The Sub-Grade provides further breakdown of credit risk and directly impacts the pricing of every Loan application. A Sub-Grade of 1 represents the lowest credit risk within that Loan Grade and a Sub-Grade of 5 represents the highest credit risk within that Loan Grade.

4.2 Interest Rates

All interest rates as advertised on the Platform are set by our Interest Rate Committee ('Committee'). The Committee is comprised of a minimum two individuals one of whom will generally be the Head of Operations.

The Committee’s objective in setting interest rates is to offer competitive rates to Borrowers whilst also providing competitive risk-adjusted returns to Investors.

The Committee considers the following factors when establishing interest rates:

- general economic environment, taking into account economic slowdowns or expansions;
- estimated default rates per Loan Grade;
- Loan term; and
- competitive factors, taking into account the consumer credit rates set by other marketplace lenders, bank and non-bank financial institutions.

The Committee sets the interest rates which are assigned to Loans in three steps:

1. First, it determines OurMoneyMarket Lending’s base rates, which are dependent on the Loan Grade and Loan term.
2. Second, it determines an assumed default rate that attempts to project Loan default rates for each Loan Grade.
3. Third, it uses the assumed default rate to calculate an increase to the base rates.

The interest rate displayed on the website before you sign into your personalised dashboard represents the gross interest rate payable to OurMoneyMarket Lending, net any Service Charge retained by OurMoneyMarket Lending. This gross amount, less Service Charge, is the amount received by the Investors who have elected to fund the relevant Loan (assuming that the Borrower meets their payment obligations).

Interest is accrued daily and is calculated on the outstanding Loan balance of the Borrower’s Loan at the end of each day, which for monthly Loan repayments will be calculated by dividing the annual interest rate by 365, and for weekly and fortnightly Loan repayments will be calculated by dividing the annual interest rate by 364. Income is only earned and shown in your Holding Account when a Loan payment is received by the Trust and this is apportioned between repayment of capital and income.

4.3 Borrower Information & Credit Risk

To help you make informed investment decisions, the following information will be available on the Platform to Investors in respect of each Loan:

Borrower Information	Description
Key Loan Terms	
Interest Rate	The interest rate that OurMoneyMarket Lending can expect to receive in respect of a Loan. The income Investors can expect to receive from your funding of that Loan through the OurMoneyMarket Investment Trust is this interest rate less the Service Charge.
Loan Grade	An internal Loan Grade that OurMoneyMarket Lending assigns each Loan. For more information about OurMoneyMarket Lending Loan Grades refer to Section 4.1.
Loan Purpose	The Borrower’s stated purpose for requesting a Loan.
Loan Amount	The total amount of the Loan requested by the Borrower.

Borrower Information	Description
Loan Term	The term of the Loan requested.
Loan Repayment Frequency	Whether the Loan will be repaid weekly, fortnightly or monthly.
Security	Any security that the Loan will benefit from (if applicable). Please note that at present all Loans will be advanced on an unsecured basis.
Borrower Performance History	
Credit Enquiries	The number of credit enquiries on the Borrower's credit file in the last 6 months.
Consumer Default History	The Borrower's recent credit history and record of any previous defaults in the last 12 months.
Credit Score	A Credit Score provided by a reputable third party.
Personal Insolvency/Court Actions	Whether the Borrower has any history of personal insolvency in the last 84 months or if there have been any judgements, court writs or summons on the Borrower's credit bureau file in the last 60 months.
Borrower Loan Application Information	
Personal Information	This includes a summary of the Borrower's gender, age, geographical location and residential status.
Financial Information	This includes details on the Borrower's monthly expenses, income, employment details, Debt to Income Ratio ('DIR') and existing credit facilities.

4.3.1 Borrower Default

If a Borrower defaults on its scheduled repayments and you hold Loan Units corresponding to that Borrower, you will in turn not receive the payments due to you. This risk is fully borne by Investors. In this scenario, OurMoneyMarket will have sole discretion to decide what, if any, action is taken against the Borrower. OurMoneyMarket has several options available to it in this scenario and these are discussed in Section 12, "What happens if a Borrower defaults?"

4.3.2 Privacy of Borrower Information

OurMoneyMarket utilises quantitative and qualitative data obtained from the Borrowers, as well as from reputable third parties (e.g. credit bureaus) to perform a risk assessment. Our objective is to assess the Borrower's willingness and capacity to repay the Loan they have applied for and approve/reject Loan applications based upon such assessment.

Due to privacy considerations, you will not receive all the information that OurMoneyMarket receives about each Borrower. You cannot ask for more information. You will need to make your investment decision based on the information that is made available to you on the website which OurMoneyMarket considers is the information that is most material to your decision to invest.

The information above is provided to help Investors make judgements as to the difference in risk between Loans. Every investment opportunity offered on the OurMoneyMarket Platform will carry risk and it is important that you read Section 6 of this document to consider those risks.

5. Benefits of Investing

Key Benefits	Description
Competitive Interest Rates	<p>The OurMoneyMarket Platform offers you an opportunity to earn a competitive rate of return on your money when compared to products such as a term deposit, savings account, government bond or other fixed income or annuity products.</p>
Risk-Adjusted Returns	<p>OurMoneyMarket allows its Investors to select the investments they wish to make, and that means you get the benefit of the risks you take. Generally, Investors can expect to receive a higher interest rate for taking greater risk.</p>
Investment Choice	<p>At OurMoneyMarket we give you control of your investment portfolio, meaning you can choose the amount you wish to lend (minimum \$50 per class of Loan Unit), the Loan term you wish to lend for and the level of risk you are willing to take.</p>
Automatic Investment Tool	<p>OurMoneyMarket is determined to provide you with a seamless experience when managing your OurMoneyMarket Account. As a result, we make available to you for free a passive investment tool, which enables you to automatically invest your Holding Account balance and automatically reinvest payments received based on the investment criteria you set.</p> <p>You are able to access the automatic investment tool by clicking on the 'Auto-Invest' tab in your personalised dashboard at the website www.ourmoneymarket.com.</p> <p>Please note that your money may not be automatically invested if suitable investment options are not available at the time that capital and/or income becomes available for investment. In that case, you will continue to hold Cash Units representing that capital and income.</p>
Quick Invest Option	<p>The Quick Invest Option is simply a tool designed to respond to the instructions from an Investor and is not intended to take into account an Investors personal circumstances or provide personal financial advice.</p> <p>To help you get started with investing OurMoneyMarket attempts to make it as simple and quick as possible. OurMoneyMarket's 'Quick-Invest' option allows an Investor to provide a range of investment parameters such as:</p> <ul style="list-style-type: none"> • the amount to be invested, • the maximum term of investment, • the risk the Investor is willing to take, and, • the maximum exposure to any single Loan

Key Benefits	Description
	<p>The Quick Invest option then acts as a smart tool and enables the Investor to select 3 portfolio options for investment. Each portfolio option offers a different level of risk and return; (Option 1 (Conservative) – lower risk and lower returns; Option 2 (Balanced) – moderate risk and moderate returns; Option 3 (High-Yield) – higher risk and higher returns). The Investor must review the investment allocations and if satisfied with any of the portfolio options, click 'Invest'.</p> <p>If the Investor is not satisfied with the Loans made available in any of the portfolio options, it is possible to filter these portfolios so that they remove any Loans that do not meet the Investor's investment parameters.</p> <p>Please note the difference in risk and return between the 3 portfolio options will vary from time to time depending on both the number and grade of the Loans available on the Platform at that time.</p>
Easy to Use Website	<p>Our website aims to make your investment experience as simple and seamless as possible. This means delivering on the basics, such as:</p> <ul style="list-style-type: none"> • Transacting: We utilise common and secure transactional methods, such as BPAY and direct credit arrangements, to make transactions to or from the Platform as simple and fast as possible. • Investing: We've provided a number of investments tools so that you can invest the way you want to invest. This includes one simple marketplace that lets you browse all the Loan Unit investments available, whilst enabling you to set personal filters so you only view Loan Units that match your credit risk profile. • Personalised Dashboard: Your personalised dashboard allows you to invest, review your portfolio and manage your portfolio all in the one place. • Reporting: We provide you with real-time updates on your portfolio and flexible reporting tools so you can track how your investments are performing.
Diversify Your Portfolio	<p>OurMoneyMarket offers an opportunity to diversify your investment Portfolio, by investing in an alternative asset class to traditional term deposits, equities and bonds.</p> <p>What is more, the Platform enables you to diversify your investment across multiple classes of Loan Units, subject to a minimum investment of \$50 per class of Loan Unit meaning your credit exposure and rate of return is not dependent on a single Borrower.</p>
Credit Assessment	<p>Each investment opportunity made available on the OurMoneyMarket Platform is subject to risk assessment by an experienced team with background in credit decision making.</p>

Key Benefits	Description
Quality Customer Service	We focus on providing you with quality customer service. When you contact us, you speak with someone based in Australia who is trained to assist with your query.
Transparency	<p>At OurMoneyMarket we believe you need to have a clear line of sight on the Loans which your funds have indirectly financed. As a result, our website provides you with detailed information of each Loan for which you have indirectly provided funding to and clear and up-to-date information about how your corresponding Loan Unit investment is performing.</p> <p>We focus on providing a simple and clear fee structure to promote product comparison. See Section 7 for more information about our fees.</p>

6. Risks of Investing

Investing in the OurMoneyMarket Platform is not without risk. We have categorised the key risks associated with investing into four categories, being key investment risks, key Platform risks, key lending specific risks, and other key general risks. It is important that you read and understand each of these risks before investing.

Key Risks	Description
Key Investment Risks	
Borrower Default	You may suffer financial loss if a Borrower or a number of Borrowers to whom your Loan Units are referable are either late in payment or do not pay the interest and/or principal that they are obligated to on their Loans.
Differences in Borrower Credit Risk	<p>Each Loan available on the Platform has been assessed by our experienced credit team and the Borrower deemed likely to make its Loan repayments. Each Loan does not however carry the same level of risk, as this depends on the specific circumstances of each Borrower. OurMoneyMarket seeks to inform you of the relative difference in risk by providing you with information such as the Loan Grade we have allocated to the Loan, a summary of the Borrower's financial and personal information and a summary of the Borrower credit performance history (including an external Credit Score) provided by a reputable third party.</p> <p>OurMoneyMarket Lending also allocates an interest rate for each Loan Grade. The higher the interest rate, the higher the risk that has been assessed by OurMoneyMarket Lending. However, you also need to be aware that Loan Grade and external Credit Scores are no guarantee that a Borrower will repay its Loan and the characteristics and creditworthiness of a Borrower may change after a Loan has been advanced. For more information about OurMoneyMarket Lending Loan Grades refer to Section 4.1.</p>
Return Risk	A primary objective of OurMoneyMarket is to provide Investors with an opportunity to achieve a competitive return on their funds which is generally greater than that which is available on other fixed income products of similar risk. However, a return is not guaranteed and no assurance is or can be given that a

Key Risks	Description
	rate of return above that paid on alternative investment products will be achieved.
Extension Risk	Your investment may be longer than the indicative term in the event that a Borrower or a number of Borrowers for whom you have indirectly provided funding are late in making payments, or Hardship is granted on a Loan.
Liquidity Risk	Your Loan Units will be illiquid and are not traded on any market. OurMoneyMarket is working with the Trustee to make an early withdrawal option available to Investors. If this happens, we will contact you to make you aware and provide an updated PDS.
Prepayment Risk	<p>A Borrower may decide to prepay all or a portion of the remaining principal amount on a Loan at any time without penalty.</p> <p>Depending on interest rate movements, an early prepayment of a Loan may result in you having to reinvest your funds at terms less favourable to those which you initially Invested in.</p>
Fixed Term of Investment	<p>An investment in Loan Units is for a fixed term. You are only able to withdraw (or reinvest) your funds if you have available Cash Units in your OurMoneyMarket Account. Cash Units may become available under the following scenarios:</p> <ul style="list-style-type: none"> • You deposit funds into your OurMoneyMarket Account; • You receive distributions from the Loan Units you hold as a result of a linked Loan being repaid according to its repayment schedule or being fully (or partially) prepaid.
Deterioration in Borrower Credit	We assess a Borrower’s creditworthiness as at the date of Loan application. We do not commit to evaluating a Borrower’s creditworthiness on an ongoing basis, although we may do so periodically. Your investment may be adversely impacted should the creditworthiness of that Borrower change over time, reducing their capacity to repay their Loan.
Assignment of Loan	If a Borrower of a Loan for which you have provided funding defaults, OurMoneyMarket may assign or transfer that defaulted Loan to a third party, such as a collection agency, for an amount it is able to negotiate. This could be for as little as \$1 and is highly likely to be for less than the amount outstanding on the Loan. Once it has been assigned, any shortfall between the amount received and the amount due from the Borrower will be deemed irrecoverable and written-off. We will distribute amounts received (net of any costs incurred and our Service Charge) to holders of Loan Units corresponding to the defaulted Loan, after which you will not receive any further repayments from that Loan Unit.
Limited Diversification	The only investments available through the Trust are Loan Units which provide an exposure to consumer loans. While you may achieve some diversification, and manage your risks through gaining exposure to a portfolio of Loans, this will not deliver broader diversification. Investment in the Trust could form a part of

Key Risks	Description
	your broader investment strategy but we recommend you seek financial advice before you invest any of your savings in the Trust.
No Deposit Guarantee	Your investment is not a deposit and does not have the benefit of protection under the Financial Claims Scheme as it may have if it were an amount deposited with an Australian ADI.
Key OurMoneyMarket Investment Trust Related Risks	
Dependence on Third-Party Service Providers	The Trust, OurMoneyMarket and OurMoneyMarket Lending rely on third party service providers, including for identity and credit checks and the transfer and holding of money. There are risks attached to the use of third party service providers, including the risk that the third party fails to effectively provide the services that they have been contracted to provide.
Information Technology	We rely on the effective use and function of information technology. As with many technology-led businesses, there are risks associated with reliance on information technology including technology failure interrupting the availability of services, the loss of data, or data being stolen. If the Platform fails to operate, then you will not be able to obtain information about your investment and will not be able to make further investments until the Platform is operating again. There may also be a delay on distributions of capital or income which are to be made to you.
Regulatory Risk	Marketplace lending is a new industry in Australia and the regulation of the industry may change, which may have an adverse impact on the costs and risk of your investment or result in you incurring financial loss.
Legal Risk	Notwithstanding our structure has been reviewed by legal and tax advisers for its compliance with current law, our structure may be challenged or may be impacted by taxation legislation. This may have an impact on the costs and risk of your investment or result in you incurring financial loss.
Fraud Risk	There is a risk that Borrowers may deliberately fabricate evidence to support their Loan applications and that they have no intention of paying off their Loan. Although OurMoneyMarket Lending has procedures in place to detect fraudulent applications the risk of fraud cannot be discounted. In the event fraudulent Loans are made available on the Platform, and you indirectly provide funding for those Loans via your investment in Loan Units referable to those Loans, you may suffer financial loss.
Credit Risk	OurMoneyMarket Lending utilises credit checking processes and credit approval policies to help ensure that only creditworthy Borrowers are approved for Loans. However, there is a risk that these procedures and policies will not be properly implemented, or that these procedures may prove to be inadequate, resulting in a negative impact on the Trust's performance.
OMM Group Insolvency	Your investment may be impacted in the event that a company within the OMM Group becomes insolvent or goes into administration. However, in such

Key Risks	Description
	<p>circumstances, the Loan contracts made with Borrowers would still be legally valid and Borrowers would need to continue to make any scheduled payments.</p> <p>The security interest granted by OurMoneyMarket Lending to the Custodian, acting under the instruction of the Trustee (under the specific security deed explained in Section 10.4) is limited to OurMoneyMarket Lending's interests and rights in the Borrower Loans and not to its other assets (if any). In the event that OurMoneyMarket Lending becomes insolvent or goes into administration, the Trustee only has rights to act in relation to the Borrower Loans. It does not have the power to step in and operate the OurMoneyMarket business generally.</p>
<p>Accessibility to OurMoneyMarket Investment Trust</p>	<p>Your OurMoneyMarket Account, related information and investment functionality is available through the website. OurMoneyMarket reserves the right to suspend the operation of the website at any time. Where possible, OurMoneyMarket will notify Investors of sustained scheduled website outages in advance via email.</p>
<p>Loss of Australian Financial Services Licence or Australian Credit Licence</p>	<p>Your investment may be impacted in the event that OurMoneyMarket's appointment as a corporate authorised representative of MSC Advisory Pty Ltd (AFSL 480649) ("MSC Advisory"), a related party of the Trustee or OurMoneyMarket Lending's ACL is revoked or suspended, or if conditions are imposed on either MSC Advisory's licence or OurMoneyMarket Lending's licence which alters our capacity to operate the OurMoneyMarket Investment Trust or provide the services as described in this PDS.</p>
Key Lending Specific Risks	
<p>No Risk Sharing</p>	<p>When your funds are Invested, you are exposed to the credit risk of individual Borrowers. The Borrower's failure to pay will be borne by you and will not be shared with other Investors (unless one or more other Investors have also indirectly provided funding for the same Borrower). In other words, you may lose your investment because your funds are provided for a Borrower who defaults whilst another Investor does not make a loss because they have provided funding for a Borrower who has not defaulted.</p>
<p>Regulated Loans</p>	<p>All Loans made to Borrowers are subject to the provisions of the National Consumer Credit Protection Act 2009 (NCCP) and its related regulation. Your investment may be impacted if a Borrower to whom your funds are on Loan exercises certain rights under the NCCP, including requesting a variation to Loan payments due to Hardship, the effect of which is that the term of your investment may be impacted.</p>
<p>Inability to Exercise Rights in Relation to Loans</p>	<p>Neither you nor the Trustee is party to any Borrower Loan contract, and therefore neither you nor the Trustee has any direct ability to administer or enforce any Loan contract. Rather, your rights and obligations in relation to your investment in Loan Units are governed primarily by the Constitution and this PDS. OurMoneyMarket Lending has the sole discretion to administer and enforce Loans.</p>

Key Risks	Description
Interest Rates may Fall	The interest rates at which you may be able to reinvest funds repaid may fall and consequently your returns may fall over time.
External Dispute Resolution	Borrowers have the right to refer any complaint to the Australian Financial Complaints Authority (AFCA). Your investment may be impacted if, as a result of any dispute referred to the AFCA, payments due under a Loan are delayed or a variation is required to be made to a Loan contract that relates to a Loan to which your funds are matched.
Other General Risks	
Legal and Regulatory	Changes in laws (including taxation laws and the laws regulating marketplace lending) or their interpretation, including changes in the practice and policy of regulators, may have a negative impact on your investment. Please see Section 9 for more information about taxation laws.
Interest Rate Volatility	The interest rates you achieve through your investment may fluctuate over time. A fall in interest rates may result from a broad range of factors, ranging from an economy-wide shift in interest rates through to an increased supply of Investor funds.
Inflation	Your investment may not keep pace with inflation.
Investment Objective	Investment objective risk is the risk that your choice of investments will not meet your objectives. One measure of an investment's risk is how much returns vary from period to period. The greater the variance in returns, the more likely returns will differ from those expected over a given time period.

Other risk factors may exist in addition to those identified in this document which should also be considered in light of your personal circumstances. If you have any queries or uncertainties relating to aspects of this document or an investment in the Trust, please consult your adviser before deciding to invest.

7. Fees & Costs

7.1 Customer Advisory Warning

The Corporations Act requires the Trustee to include the following standard consumer advisory warning in this PDS. The information in the consumer advisory warning is standard across Product Disclosure Statements and is not specific to information on fees and other costs associated with an investment in the Trust.

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 account 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 fund 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) has a managed investment fee calculator to help you check out different fee options.

7.2 Fees and Other Costs

This document shows fees and other costs that you may be charged. These fees and costs may be deducted from your funds, from the returns on your investment or from the assets of the managed investment scheme as a whole. Taxes are set out in Section 9.

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 funds move in or out of the managed investment product		
Establishment Fee ¹		
The fee to open your investment	\$1	This amount is not payable until your membership of the OurMoneyMarket Investment Trust is closed and is then offset against the withdrawal amount payable to you.
Contribution Fee		
The fee on each amount contributed to your investment	Nil	Not applicable
Exit Fee		
The fee to close your investment	Nil	Not applicable
Management costs		
	A Service Charge of 12.5% of gross interest paid by Borrower(s) on Loan(s) to which your funds have been invested.	The Service Charge is paid from the gross interest received by OurMoneyMarket Lending as Lender of Record at the time a Loan repayment is received. This is not debited directly from your account. Please refer to Section 7.4 for details on how Service Charge is calculated.
	and	
The fees and costs for managing your investment	A fee equal to any interest generated on all Cash Units held in the OurMoneyMarket Investment Trust. For the financial year ended 30 June 2018, this was an amount equivalent to 0.05% of net Trust assets.	The fee is paid within 2 business days after the OurMoneyMarket Investment Trust Account is credited with interest.
	and	
	Indirect costs in the form of establishment fees received from Borrowers. For the financial year	

TYPE OF FEE OR COST	AMOUNT	HOW AND WHEN PAID
	ended 30 June 2018, these fees totalled an amount equivalent 3.06% of net Trust assets (calculated as the total value of establishment fees collected from borrowers during financial year ended 30 June 2018 divided by the total amount of loans issued and funded by Loan Units plus Cash Units outstanding as at 30 June 2018).	Borrower establishment fees are paid by Borrowers directly to OurMoneyMarket Lending outside of the Trust; these fees are charged to Borrowers as a % of a Borrower's loan amount. The amount of these fees (currently 1.5% - 6% of the loan amount at the date of this PDS) varies based on multiple factors including loan term and credit risk.

Service Fees		
Switching Fee	A fee of 2% of the Conversion Amount shall apply when an Investor applies to liquidate/cash out its investment in Loan Units to Cash Units other than through the normal process of payment distributions.	The fee is debited against the Conversion Amount received and payable once the Investor's Loan Units have been confirmed by the Manager as refinanced by another Investor.
The fee for changing investment options		

1. The fee for membership in the OurMoneyMarket Investment Trust for which members are given a Foundation Unit.

7.3 Examples of Fees and Costs

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

EXAMPLE		
Balance of \$50,000 in Loan Units with a contribution of \$5,000 to additional Loan Units during the year		
Contribution Fee	Nil	For every additional \$5,000 you put in, you will be charged \$0.
PLUS management costs	12.5% Service Charge deducted indirectly ¹ + a fee equal to any interest generated on any Cash Units held in the OurMoneyMarket Investment Trust + borrower establishment fees paid by Borrowers	And, for every \$50,000 you have invested you will be charged \$500 as a Service Charge each year. ^{2,3} In addition, you will be charged a Service Charge of \$25 assuming you contribute \$5,000 half way through the year. In addition, OurMoneyMarket Lending will earn \$1,530 from borrower establishment fees from each \$50,000 that is invested in

EXAMPLE

	Loan Units. This is paid by the Borrowers. Interest rates quoted to investors on the OurMoneyMarket website are net of Borrower establishment fees ⁴ .
EQUALS cost of fund	<p>If you had an investment of \$50,000 in Loan Units at the beginning of the year and you acquire an additional \$5,000 in Loan Units during that year, the total Service Fees that may be charged is between \$2,030 - \$2,055^{5,6}.</p> <p>What it costs you will depend on the interest rate exposure that you have through your Loan Units.</p>

1. This Service Charge is paid from gross interest paid to OurMoneyMarket Lending by a Borrower with a Loan repayment for which a Loan Unit is linked. The Service Charge is hence not directly paid by the Investor but is nevertheless a cost of investment as the Investor receives only the net interest income.
2. Example assumes \$50,000 of your funds are Invested for one year in Loan Units generating the equivalent of a net interest rate of 7% (equating to a gross interest rate of 8%), with any capital distributions reinvested at the same gross interest rate and any income distributions withdrawn by you, so there are no Cash Units held during the year.
3. The actual Service Charge that OurMoneyMarket Lending will take will depend on the timing of investments in Loans, the timing of Loan repayments received, whether you are exposed to any late Borrower payment or default and whether capital and income distributions are reinvested and if reinvested at what rate they are reinvested.
4. The amount of borrower fees shown is an average calculated by dividing the total of all borrower fees earned by OurMoneyMarket Lending in the financial year ended 30 June 2018 across each \$50,000 investment in Loan Units.
5. Assumes that for the maximum Service Charge of \$550 an additional \$5,000 of Loan Units (generating the same return) are acquired at the beginning of the year and for the minimum Service Charge of \$500 that an additional \$5,000 of Loan Units (generating the same return) are acquired on the last day of the year.
6. The total of \$2,030 to \$2,055 is made up of the \$500 to \$525 in Service Charge and \$1,530 being the average borrower establishment fees in relation to a \$50,000 investment in Loan Units.

7.4 Additional Explanation of Fees and Costs

Service Charge

The Service Charge is retained by OMM Group companies for providing the Loans and for OurMoneyMarket operating and servicing the OurMoneyMarket Investment Trust as Manager and maintaining the Platform. The amount is 12.5% of the gross interest earned on the Loans to which your funds have been Invested. If Loan repayments are not received from a Borrower then OMM Group receives no Service Charge in respect of that Borrower's Loan until such Loan repayments are made and then only on the gross interest received. The OMM Group thus has a vested interest aligned with Investors' interests to ensure that Loans are repaid. The Service Charge is not debited from your Holding Account but is deducted from the gross interest amount of Loan repayments received by OurMoneyMarket Lending in relation to Loans to which your funds are Invested.

OurMoneyMarket Lending accrues the Service Charge daily. OurMoneyMarket Lending is paid the Service Charge within two business days of a Loan repayment being made.

Interest rates shown to Investors on the website are gross interest rates and do not include the Service Charge payable to OMM Group.

Interest Earned on OurMoneyMarket Investment Trust Account

In addition to the Service Fee OurMoneyMarket Lending retains, OurMoneyMarket takes a fee equal to the interest generated on cash held for an investment in the OurMoneyMarket Investment Trust Account. This fee is paid separately on an on-going basis to OurMoneyMarket and is not deducted from any balances shown to Investors in their Holding Account. Interest in the Trust Account accrues daily and is paid within two business days after the account is credited with interest. The current interest rate on this account is very low and does not warrant distribution to Investors given the cost of doing so and the likely short period Cash Units are held by Investors before investing in Loan Units. Nevertheless, the Manager will review its position in this regard should interest rates on call accounts materially increase.

Borrower Establishment Fees

Borrowers pay a once-off establishment fee that is deducted from their loan proceeds. These fees are paid by a series of Borrowers in connection with loans that have been ultimately funded by the Trust. Interest rates quoted to investors on the OurMoneyMarket website are net of Borrower establishment fees. These fees are charged as a percentage of the Borrower's requested loan amount and added to the loan amount, and at the date of this PDS ranged between 1.5% to 6% of the loan amount. The amount of the Borrower establishment fee is determined on a loan to loan basis. Investors can refer to www.ourmoneymarket.com/rates-fees-returns/ for further information about Borrower establishment fees.

By way of example, a Borrower may request a loan of \$10,000 and OurMoneyMarket may charge this Borrower an establishment fee of 1.5%, therefore making the total loan amount \$10,150. Before transferring the loan proceeds to the Borrower, OurMoneyMarket Lending will deduct the establishment fee ($1.5\% \times \$10,000 = \150). The Borrower will receive \$10,000 in loan proceeds. The Borrower is still required to pay back the total loan amount of \$10,150 plus the interest rate applicable to that loan. Investors will receive the interest paid by the Borrower less the retained margin of 12.5% of the gross interest paid by the Borrower on the loan. Referring to the example above, the total cost includes \$150 of Borrower establishment fees not charged directly to the Trust, estimated based on the financial year ended 30 June 2018.

Fees and Costs Associated with Borrower Defaults

If a Borrower defaults (refer section 12 "What happens if a borrower defaults?") OurMoneyMarket has the right to recover enforcement costs from any funds recovered from Borrowers. These costs will be incurred on a case by case basis and may impact investor returns depending on whether OurMoneyMarket seeks to recover costs. OurMoneyMarket will make the decision on whether to recover costs on a case by case basis at its absolute discretion.

7.5 Trustee Fees and Other Management Costs

There are a range of costs and expenses generally incurred in the operation of a managed investment scheme like the OurMoneyMarket Investment Trust. For example, typical costs include Trustee fees, custody and investment administration, and fees for legal and tax services.

For example, the Trustee is entitled under the Constitution to be paid from assets of the OurMoneyMarket Investment Trust fees of the greater of:

- (a) 2% per annum of the total value of assets of the Trust; and
- (b) \$36,000 per annum,

in relation to the proper performance of the Trustee's duties.

However, OurMoneyMarket has agreed to pay these management costs from its own funds, so they will not be deducted from the assets of the OurMoneyMarket Investment Trust.

7.6 Other Costs

There are other fees and costs which will be charged in connection with certain requests that you may have from time to time. At this time there is a:

- Document Production Fee of \$25 for any document that an Investor requests a hard copy; and a
- Change of Registry Details fee of \$35 for any request to change the named Investor in the Register of members.

7.7 Changes in Fees and Costs

It is possible for the Trustee's fees and costs to change up to the maximum amount specified in the Constitution. If there is any proposed increase, we will advise you in writing at least 30 days prior to the date that the increase takes effect.

In addition, OurMoneyMarket Lending may increase its Service Charge from time to time. Any increase in our Service Charge will not apply to any funds on Loan at the time the increase is implemented until those funds are reinvested.

7.8 Other Payments

Where permitted by law, OurMoneyMarket may make payments to third parties in respect of the OurMoneyMarket Investment Trust from out of its own funds.

Distribution Payments

The OMM Group may, at its discretion, enter into a variety of arrangements with service providers such as master funds and IDPS operators, which may involve us making payments to these operators for the costs associated with offering the OurMoneyMarket Investment Trust on their investment menu.

Any such payments are paid by the OMM Group out of its own funds and are not an additional cost to you.

Alternative Forms of Remuneration

The OMM Group may pay, out of its own funds, alternative forms of remuneration, which include professional development, sponsorship and entertainment for licensed financial advisers, dealer groups and master trust or IDPS operators. Where such benefits are provided, they are payable by the OMM Group out of its own funds and are not an additional cost to you.

7.9 Goods and Services Tax (GST)

All fees and charges in this section are quoted inclusive of GST where applicable and take into account expected reduced input tax credits available to the OurMoneyMarket Investment Trust in respect of the GST component of any fee.

8. Key Parties

Key Parties	Description
Manager	<p>OurMoneyMarket is the owner of the OurMoneyMarket Platform and Manager of the OurMoneyMarket Investment Trust. OurMoneyMarket is responsible for running the day to day operations of the OurMoneyMarket Platform and Trust, which includes but is not limited to, maintaining all Unit holdings, providing payment instructions relating to each Loan Unit linked to Loans made by OurMoneyMarket Lending, maintaining the member register of the OurMoneyMarket Investment Trust, and to regularly provide the Trustee and Custodian with updates on the performance of the Trust. OurMoneyMarket is also responsible for website maintenance and any ongoing IT support of the OurMoneyMarket Platform.</p>
Originator	<p>OurMoneyMarket Lending is the originator of the Loans and is the Lender of Record of the Loans to Borrowers. It is responsible for credit risk assessment, Loan pricing, identity and fraud checks and execution of Loan documentation. OurMoneyMarket Lending may source funding for its lending operations through the OurMoneyMarket Investment Trust, through related bodies corporate of OurMoneyMarket Holdings Pty Ltd or from third party sources.</p>
Parent Company	<p>OurMoneyMarket Holdings Pty Ltd, a company based in Sydney, Australia, is the holding company and parent entity for OurMoneyMarket Pty Ltd, OurMoneyMarket Lending Pty Ltd and OurMoneyMarket Services Pty Ltd. From time to time OurMoneyMarket Holdings Pty Ltd or any of its subsidiaries may elect to also provide funding for the Loans it originates alongside Investors.</p>
Trustee	<p>Melbourne Securities Corporation Limited is a professional trustee firm, licensed by ASIC.</p> <p>The Trustee's role, as trustee of the OurMoneyMarket Investment Trust, is to act in the best interests of Investors and ensure compliance as legislated by the Corporations Act 2001.</p> <p>The Trustee is the holder of an Australian Financial Services Licence (AFSL number 428289). The Trustee is also the holder of an Australian Credit Licence (number 428289).</p> <p>In exercising its powers and duties, the Trustee must:</p> <ul style="list-style-type: none">• act honestly and in the best interests of Investors at all times;• exercise a reasonable degree of care and diligence;• treat each class of Investor fairly;

Key Parties	Description
	<ul style="list-style-type: none"> • not make use of information obtained to gain an improper advantage or cause detriment to Investors; • comply with the Constitution and all applicable laws; • ensure Trust property is separated from the property of the Trustee and other funds; and • assume ultimate responsibility for any complaints by Investors or enquiries by the regulator. <p>The Trustee also has the obligation to step in and operate the Trust in the event anything happens to the Manager. This could happen if the Manager fails to comply with its Management Agreement with the Trustee (refer to Section 10.4).</p> <p>All bank accounts of the Trust will be held by the Trustee or its appointed Custodian on behalf of Investors. The Trustee will refer to Trust disclosure documents and governing documentation before authorising any transfer of funds requested by the Manager. It will also ensure investment decisions comply with Trust terms and the Constitution.</p> <p>The Trustee is required to meet strict financial requirements as set out in the Corporations Act, including holding adequate professional indemnity insurance, maintaining a minimum net tangible assets and it must produce regular cash flow projections to ensure it has the financial resources to meet its obligations on an ongoing basis.</p> <p>The Trustee has appointed a Compliance Committee (with a majority of independent members) to monitor compliance and report to the directors of the Trustee on a regular basis regarding adherence of the company to the Corporations Act and ASIC requirements. If any issues or breaches are not addressed by either the management or the board of the Trustee, the Compliance Committee is obliged to report directly to ASIC.</p> <p>In adherence with Corporations Act requirements, MSC is subject to independent financial audit. It is also subject to independent compliance audit on a minimum annual basis.</p> <p>Investors may contact the Trustee on 1300 798 790 or +61 3 9639 9000.</p> <p>The Trustee is a member of the Australian Financial Complaints Authority (AFCA), an external dispute resolution body (member number 31446).</p>
Custodian	<p>The Trustee has appointed Sargon CT Pty Ltd (ACN 106 424 088 ACL 258829) ('Sargon') to act as Custodian for the Trust. The Custodian's primary role is to hold the assets of the OurMoneyMarket Investment Trust on behalf of the Trustee. The duties of the Custodian include:</p> <ul style="list-style-type: none"> • to hold and maintain legal title to the Trust Account; • to hold and maintain legal title to the Loans made by the Trust to OurMoneyMarket Lending; • to act on the specific instructions given by the Trustee or its authorised representatives in relation to the assets of the Trust; and • to enter into the Loan Note Agreement and any security documents on behalf of the Trust.

Key Parties	Description
	Sargon has no supervisory role in relation to the operation of the Trust and has no liability or responsibility to an Investor for any act done or omission made in accordance with the Custody Agreement.

9. Taxation

Investing in a registered managed investment scheme ('MIS') is likely to have tax consequences. It is recommended that all Investors seek professional taxation advice prior to investing in the Trust.

Each Investor must take full and sole responsibility for the associated taxation implications arising from an investment in the Trust and any changes in those taxation implications during the term of their investment.

The following provides a summary of the general tax implications for an investment by an Australian resident individual Investor who holds their Units on capital account. Each Investor's taxation position will depend on their individual circumstances and accordingly this summary is necessarily general in nature.

This summary is based on the income tax law as at the date of this PDS. However, it is noted that income tax laws can change at any time, which may have adverse taxation consequences for Investors concerned.

9.1 Income Tax

The income tax treatment of the Trust and its Investors will depend on whether the Attribution Managed Investment Trust ("AMIT") provisions apply to the Trust. The AMIT provisions are an elective income tax regime for qualifying Managed Investment Trusts ("MIT") that provide for flow-through taxation to Members.

As noted below, the Trustee has made an election to apply the new AMIT regime (to the extent it qualifies), as the regime contains specific provisions that could be applied by the Trust to provide a more economic tax outcome to its Investors. However, there is no guarantee that the Trust will qualify to apply the provisions in any particular year of income.

Therefore, Section 9.2 provides an outline of the income tax treatment under the ordinary trust taxation provisions (where the AMIT provisions do not apply), while Section 9.3 provides an outline of the income tax treatment under the new AMIT provisions (where the AMIT provisions do apply).

9.2 Income Tax (Ordinary Trust Taxation Provisions)

Income Tax Treatment of the Trust

An Investor's investment in the Trust will be comprised of units in a unit trust. While it is possible for units in a trust to be considered as debt or securities for income tax purposes, the Trustee believes that the units in the Trust will not meet this classification. Accordingly, each Investor will be regarded as a beneficiary of the Trust and both the Trust and the Investors will apply the appropriate taxation provisions.

As the Trust is a unit trust, the Trust will effectively be treated as a flow-through vehicle for income tax purposes provided that the Trust distributes all of its income to the Trust's Investors on an annual basis. For completeness, the Trustee intends to limit the activities of the Trust so that it is considered a flow-through vehicle and is not taxed as a company.

Income Tax Treatment of the Investors

It is intended that the Trust's Investors will be assessed on the taxable income derived by the Trust, based on their proportionate share of the annual income of the Trust that is distributed to them in that income year.

The Trust's Investors will be required to include their share of taxable income in their tax return. The Trust may be assessed on interest income on an accrued basis rather than on a receipts basis. This may give rise to taxable income that is attributed to the Investors in a year that is prior to the actual receipt of those returns.

Unlike the AMIT provisions, the ordinary trust taxation provisions do not allow income and deductions of the Trust to be quarantined to each Investor. This can result in all of the tax deductions and tax losses of the Trust being spread against an Investor's share of taxable income of the Trust. Accordingly, a tax deduction that is referable to a Loan Note held by the Trust in respect of other Investors' Loan Units (e.g. a bad debt deduction for a default on a Loan Note) could be applied against the taxable income of an Investor that does not have an economic exposure to that Loan Note. This can result in tax deferred distributions to that Investor (see below).

Tax Deferred Distributions

Tax-deferred distributions may occur where the Trust distributes an amount of cash that exceeds the taxable income allocated to an Investor. A tax-deferred distribution may occur on a return of capital or where expenses of the Trust (e.g. losses on defaults) are offset against taxable income.

Where a tax-deferred distribution is not assessable to an Investor, the amount reduces the cost base of the Units held for Capital Gains Tax (CGT) purposes. However, the ATO may seek to include such amounts as ordinary income (for example where it represents sheltered interest income). Accordingly, Investors will need to determine whether they include such distributions as ordinary assessable income.

9.3 Income Tax (the AMIT Regime)

Application of AMIT Regime

The Trustee considers that the AMIT regime will provide a more appropriate income tax treatment to Investors and will be seeking to make an election to apply the regime (to the extent it qualifies). It is to be noted that whilst this election is irrevocable, it will only apply in an income year where the Trust qualifies as both a MIT and an AMIT. To the extent that the Trust does not qualify as either a MIT or an AMIT in that year of income, the ordinary trust taxation provisions (as outlined earlier) will apply.

The Trustee has made an irrevocable election to apply the AMIT provisions on the basis that the conditions to be a MIT for taxation purposes were satisfied due to special concessionary start-up provisions in respect of the year ended 30 June 2018. From 1 July 2018 onwards, in order to qualify to be a MIT and an AMIT, the Trust will need to be considered widely held (i.e. have at least 50 members) and not closely held (i.e. 20 investors

cannot own more than 75% of the Units in the Trust and single non-resident investors cannot own more than 10% of the interests in the Trust directly or indirectly).

Income Tax Treatment of the Trust

Under the AMIT regime, the Trust is considered a flow-through vehicle. Accordingly, irrespective of whether income is distributed to Investors or not, income tax will not be payable by the Trustee on the taxable income derived by the Trust.

Income Tax Treatment of the Investors

The AMIT provisions require the taxable income of the Trust to be attributed to the Investors on a fair and reasonable basis having regard to their income and capital entitlements under the Constituent documents. The Trustee believes that this will ensure that the taxable income generated from selected Loan Notes will flow through to Investors who hold referable Loan Units.

The regime also allows the Trustee to make an irrevocable “class election”, whereby each class of Loan Units can be administratively treated as a separate AMIT for income tax purposes. The purpose of this election is to quarantine the income tax calculation on a class by class basis. This can allow income, deductions and tax losses referable to a class of Units to be quarantined in that class, so that they are not spread to Investors holding other classes of Units.

Tax Deferred Distributions

Under the AMIT regime, an Investor’s cost base for CGT purposes in their Units held is increased where taxable income is “attributed” to them. The cost base is decreased where cash distributions are made to the Investor in respect of the Units, irrespective of whether the amounts distributed are classified as income or capital.

The net annual tax cost base adjustment amount will be detailed in an AMMA tax statement, which will be sent annually to Members after year-end.

9.4 Disposal of Units

To the extent that an Investor disposes of their Units (by way of a transfer, withdrawal or redemption) a gain or loss may arise. A loss is likely to arise where the Trust does not collect amounts relating to referable Loan Notes. An Investor that holds their Units on capital account will incur a capital loss.

In the ordinary case, a gain is unlikely to occur with respect to Units. However, to the extent that such a gain occurs (e.g. where there have been tax-deferred distributions or where Units are disposed of cum-distribution), the ATO may take the view that such gains are ordinary income and therefore are not subject to the CGT 50% discount.

9.5 Annual Reporting

The Trust is required to lodge annually an Annual Investment Income Report (AIIR) to the ATO containing Investor identity details and details of unit disposals and investment income paid or attributed to Investors for the relevant income year.

The Trust will also provide annual tax distribution statements in accordance with the ATO's guidelines for managed investment trusts. The tax distribution statement will reconcile the cash distribution with the taxable distribution for the income year.

9.6 Tax File Number and Australian Business Number Requirements

As the Trust will be an investment body, the Trust will be required to obtain a Tax File Number (TFN) or Australian Business Number (ABN) in certain cases from its Investors. It is not compulsory for a trust's member to quote a TFN, claim a valid exemption for providing a TFN, or (in certain circumstances) provide an ABN. However, failure to obtain an appropriate TFN or ABN from Investors will result in the Trust being required to withhold tax at the top marginal rate for individuals (currently 47%) with respect to distributions to the Investor (which may be creditable in their income tax return).

9.7 Non-Resident Investors

Where an Investor is a non-resident (or provides details to the Trust that indicate that they are residing outside of Australia), the Trustee will be required to withhold and deduct 10% withholding tax from the amount of the distribution that represents interest income derived by the Trust. Under the Australian taxation laws, this amount withheld will constitute a final tax. Non-resident Investors may also be subject to tax in the country of their residence (but may also obtain a credit for Australian withholding tax paid).

9.8 Goods and Services Tax (GST)

The acquisition and disposal of Units in the Trust by the Trust's Investors will not be subject to GST. However, GST may apply to the fees charged to the Investors by the Trustee. GST may also apply if fees are charged to the Trust by the Trustee or the Manager. In such a case, the Trust may be eligible to claim a Reduced Input Taxed Credit of either 75 per cent or 55 per cent of the GST paid on some of the fees charged to the Trust, depending on the type of fee.

9.9 Stamp Duty

The issue, redemption, transfer or any other arrangement involving a change in the unitholding (Disposal Transactions) of the Trust may result in duty consequences. However, based on the types of assets that are to be held by the Trust, we do not believe that the Disposal Transactions will trigger duty consequences. However, Investors should confirm the duty consequences of their dealings in Units with their taxation advisers.

9.10 Foreign Account Tax Compliance Act (FATCA) / Common Reporting Standard

As a result of the signing of the intergovernmental agreement between the Australian and United States (US) governments in relation to compliance with the Foreign Account Tax Compliance Act, a US statute, the Trust is required to collect and report information about Investors who are US tax residents or entities that invest on behalf of US tax residents to the Australian Taxation Office (ATO). This information may be forwarded by the ATO onto the US Internal Revenue Service. To assist us in complying with these obligations, we may request certain information from you. The Common Reporting Standard ('CRS') is the single global standard for the collection, reporting and exchange of financial account information of non-residents, which applies to calendar years ending after 1 July 2017. Under CRS, the Trust may need to collect and report financial account

information of non-residents to the ATO. The ATO may exchange this information with the participating foreign tax authorities of those non-residents.

10. Additional Information

10.1 Constitution of the OurMoneyMarket Investment Trust

The Trust is established by a Constitution, as amended from time to time. The provisions of the Constitution are binding on each Investor and persons claiming through them, as if the Investor or person were a party to that Constitution.

10.2 Compliance Committee

In its capacity as Trustee, the Trustee is required to meet strict regulatory guidelines as set out in the Corporations Act 2001 and under its AFSL.

A Compliance Committee has been established to monitor compliance and report to directors of the Trustee on a regular basis regarding adherence to all necessary Corporations Act and ASIC requirements, relevant to itself and the Trust. If any issues or breaches are not addressed by either the management or the Board of the company, the Compliance Committee is obliged to report directly to ASIC.

The Compliance Committee is currently comprised of an executive director of the Trustee and two independent, external members - with a majority of external members as required by the Corporations Act.

10.3 Compliance Plan

The Trustee has prepared and lodged a Compliance Plan for the Trust with ASIC. The Compliance Plan sets out the compliance procedures that the Trustee will follow to ensure that it is complying with the Corporations Act and the Constitution. Its compliance with the Compliance Plan is independently audited each year, as required by the Corporations Act and the auditor's report is lodged with ASIC.

10.4 Material Contracts

Management Agreement

The Trustee has entered into a Management Agreement with OurMoneyMarket, under which OurMoneyMarket agrees to carry out a range of duties including to:

1. Source and present investment opportunities for the Trust;
2. Assist the Trustee to administer the Trust including monitoring the performance of investments, taking responsibility for monitoring receipt of income, arranging for distributions to be made to Investors and assisting with the preparation and maintenance of Trust documents;
3. Do things necessary as are within its power to enable the Trustee to comply with its obligations as trustee of the Trust;
4. Maintain the member register and take responsibility for satisfying Anti-Money Laundering and Counter-Terrorism Financing requirements;

5. Seek the Trustee's approval of all promotional and marketing communications and disclosure documents including on websites, social media, newsletters and circular letters, before their distribution by OurMoneyMarket.

The Manager is entitled to the Service Charge and other fees set out in Section 7 above.

The Management Agreement may be terminated by either party on three months' notice after the second anniversary of the agreement.

Custody Agreement

The Trustee entered into a custody agreement with Sargon under which Sargon agrees to hold the assets of the OurMoneyMarket Investment Trust ('Custody Agreement'). The arrangements between the Trustee and Sargon are on arm's length terms. The Custodian is required to report to the Trustee and confirm adherence to the Custody Agreement. The Custody Agreement may be terminated by either party giving 90 business days' notice (or, upon only 10 business days' notice in the event of an insolvency of either party or if there is a material breach of the Custody Agreement).

Loan Note Agreement and Specific Security Deed

The Trustee entered into a Loan Note Agreement with the Custodian and OurMoneyMarket Lending. Under that Loan Note Agreement, OurMoneyMarket Lending will issue to the Custodian Loan Notes which are linked to the Borrower Loan. OurMoneyMarket Lending pays interest on the Loan Notes which reflects the interest paid by the Borrower (minus the Service Charge) and also passes through to the Trustee by way of repayments on the Loan Notes, the amounts which OurMoneyMarket Lending receives from the Borrower as principal to repay that Borrower Loan.

The Trustee agrees that it will not take action against OurMoneyMarket Lending to recover any amount outstanding under the Loan Notes except to the extent that an amount is actually received or recovered by OurMoneyMarket Lending in respect of the Borrower Loan and then only if OurMoneyMarket Lending has failed to pay the amount due under the document.

OurMoneyMarket Lending agrees that it will only borrow money under the Loan Note Agreement for the purposes of funding Borrower Loans. OurMoneyMarket Lending also covenants that it will:

1. negotiate the terms of investment opportunities, undertake credit assessments and prepare relevant disclosure documents as reasonably required for the prudent operation of its business;
2. ensure appropriate legal and security (if any) documentation has been prepared, collect Loan repayments and enforce Borrower Loans in the event the Borrower is in default; and
3. act prudently in making any decision to waive or vary the terms of any underlying Borrower Loan.

The Trustee also entered into a Specific Security Deed with OurMoneyMarket Lending and the Custodian. The purpose of the Specific Security Deed is to secure the obligations of OurMoneyMarket Lending under the Loan Note Agreement by granting the Custodian a security interest over OurMoneyMarket Lending's rights and interests in all Borrower Loans. The security interest created is specific – it does not extend to all of the loans or other assets which OurMoneyMarket may have from time to time.

OurMoneyMarket Lending must not create any security interest over the Borrower Loans ranking in priority to the security interest granted to the Custodian under the Specific Security Deed (except for those security

interests that the Custodian agrees in writing rank in priority to it). The security becomes enforceable if there is an event of default under the Loan Note Agreement. It is an event of default under the Loan Note Agreement if, among other things, OurMoneyMarket Lending fails to pay any amount outstanding in relation to a Loan Note within 20 business days of the due date for payment, breaches another term of the Loan Note Agreement or Specific Security Deed (which if remediable, is not remedied within 60 business days of written notice of the breach from the Trustee or OurMoneyMarket Lending otherwise becoming aware of the breach), or if an insolvency event occurs in relation to OurMoneyMarket Lending.

Under the Specific Security Deed, if the security becomes enforceable then the Custodian is granted the power to appoint a receiver of the secured property, in which the receiver would have the power to take possession and control of the secured property.

10.5 Keeping you Informed

We will keep you up to date regarding your investment. For example, you will receive:

1. Electronic statements made available via your personalised dashboard on the OurMoneyMarket website setting out the transactions on your OurMoneyMarket Account, including payments credited to your Holding Account.
2. An annual tax statement containing a summary of your distributions for the financial year to assist you in completing your tax return.
3. An electronic copy of any updated PDS from time to time and an electronic copy of any supplementary PDS.
4. An electronic copy of the annual financial reports for the OurMoneyMarket Investment Trust, if you elect to receive such reports and if you elect to receive them by email.

By simply accessing your personalised dashboard on the OurMoneyMarket website, you can view all transactions in relation to your investment in the OurMoneyMarket Investment Trust at any time.

All material information about the OurMoneyMarket Investment Trust, such as the most up-to-date PDS for the OurMoneyMarket Investment Trust, notices of material changes and significant events, and the annual financial report for the OurMoneyMarket Investment Trust, are available on the website.

10.6 Cooling Off

Cooling-off rights do not apply in respect of the OurMoneyMarket Investment Trust.

10.7 Complaints

If you have any concerns or complaints, please contact us at info@ourmoneymarket.com or on 1300 990 115. We will acknowledge receipt of your complaint and attempt to resolve it as soon as practicable.

Alternatively, if you do not first get satisfaction with your enquiry to OurMoneyMarket then you may contact the Trustee at trustee@msc.group. The Trustee is a member of the Australian Financial Complaints Authority ("AFCA"), which is an external dispute resolution body. If you are not satisfied with the way we respond to your complaint you are entitled to take your complaint to them.

You can contact AFCA by calling 1800 931 678, by emailing info@afca.org.au or by writing to AFCA at GPO Box 3, Melbourne VIC 3001. AFCA operations are governed by published terms of reference, which are available at www.afca.org.au.

10.8 Director's Authorisation

The directors of the Trustee state that they have made all reasonable enquiries and have reasonable grounds to believe that all statements in this PDS are true and not misleading. Each director of the Trustee has given and has not, at the date of this PDS, withdrawn their written consent to the issue of this PDS. This PDS is issued by Melbourne Securities Corporation Limited. Its issue was authorised by a resolution of the directors. Dated this 21/06/2019.

10.9 Privacy

OurMoneyMarket is committed to respecting the privacy of your personal information.

Privacy laws regulate, among other matters, the way organisations collect, use, disclose, keep secure and give people access to their personal information. OurMoneyMarket collects personal information from you in the Registration Form, and may collect additional personal information in the course of managing your investment in the OurMoneyMarket Investment Trust.

If you do not provide the information requested in the Registration Form, we will not be able to process or accept your application.

OurMoneyMarket's privacy policy states how we collect, use, store, and manage personal information. OurMoneyMarket's privacy policy is available on our website. To access or update your personal information, please visit the 'Account Setting' link on the website or contact us on 1300 990 115 or info@ourmoneymarket.com.

10.10 Labour Standards or Environmental, Social or Ethical Considerations

The Trustee does not take into account labour standards or environmental, social or ethical considerations in determining the selection, retention or realisation of assets.

However, to the extent that the Trustee believes those matters may affect the value or performance of an underlying investment, they may be considered.

The Trustee does not have a predetermined view as to what constitutes a labour standard or environmental, social or ethical consideration, as these will be determined on a case- by-case basis.

10.11 Anti-Money Laundering Laws

The Trustee may be required to collect certain customer identification information and verify that information in compliance with the Anti-Money Laundering/Counter-Terrorism Financing Act 2006 (Cth) (the 'AML/CTF Act') and AML/CTF Rules before it can accept you as an Investor in the OurMoneyMarket Investment Trust.

Customer identification information may include detailed know your customer ("KYC") information in relation to the Applicant such as, for an individual Applicant, name, address, and date of birth and for an Applicant that is a business entity, details of directors and beneficial owners, and where the Applicant is a trustee, details of the trust deed and beneficiaries. The Trustee may require further KYC information such as information

concerning business activities, structure and source of monies of Applicants and from time to time may require an Applicant to provide updated or additional information.

The Trustee may refuse to accept an application or decline to issue Units to an Applicant until it has satisfactorily concluded a customer identification procedure in relation to the Applicant.

The Trustee may delay or refuse any request or transaction, including suspending your personalised dashboard if the Trustee is concerned that the request or transaction may cause the Trustee to contravene the AML/CTF Act. The Trustee will incur no liability to the Applicant if it does so.

10.12 Documents Available for Inspection

The following documents are available to Investors for inspection during normal business hours at the registered office of the Trustee:

- a) The Constitution of the OurMoneyMarket Investment Trust;
- b) The Compliance Plan for the OurMoneyMarket Investment Trust.

11. OurMoneyMarket Background Information

11.1 Directors of the OMM Group

The directors of OMM Group companies at the date this PDS has been reissued are Steve Lambert, Adam Sutherland, Bruce Sutherland and Crystal Anderson. A summary of the experience of each director is provided below.

- Steve Lambert has been appointed as Chairman of the OMM Group companies. Steve has over 30 years' experience in senior and executive management roles in commercial finance, corporate finance, asset finance and leasing, structured finance, middle market sales, environmental finance and mergers and acquisitions. Steve's previous role was as the Executive General Manager of Capital Finance for the National Australia Bank ("NAB"). Steve has also previously held positions as the Global Advisory Board Member for the United Nations Environmental Programme Finance Initiative.
- Adam is the Founder and Chief Executive Officer of OMM Group companies. Adam has over 5 years' experience in financial services, starting with National Australia Bank where he gained experience across the broad spectrum of banking, including retail, agribusiness and business banking, corporate finance and securitisation.
- Bruce is a co-founder and director of OMM Group companies. For the past 15 years Bruce has co-founded and managed several start-up businesses in healthcare, financial planning and retail sales. Prior to this Bruce had more than 20 years in banking holding various roles in Australia with Barclays and Chase AMP Bank and in the UK with Barclays Mercantile Aircraft Finance, ANZ International Merchant Bank and on the Board of Directors of Hambros Bank Limited.
- Crystal Anderson has been appointed as a Director of the OMM Group companies. Prior to OurMoneyMarket, Crystal worked at NAB, where she worked in securitisation and on NAB's non-traded credit book.

12. Frequently Asked Questions

Questions	Answers
What does OurMoneyMarket do as the Manager of the Trust and operator of the OurMoneyMarket Platform?	<p>We provide wholesale and retail Australian investors an opportunity to invest in Loans to Australian borrowers facilitated by OurMoneyMarket Lending. All Loans must meet OurMoneyMarket Lending's credit policy and risk assessment.</p> <p>We, amongst other things, manage the Trust, facilitate Loan investments, provide Loan administration services and manage payments to Investors.</p>
Who can invest?	<p>Participation is available to all investors including individuals, trusts and other entities so long as they are ordinarily resident in Australia and aged 18 years or over.</p> <p>You must apply online to be a member of the Trust and your membership application must be accepted by OurMoneyMarket before you can invest.</p>
How do I access your services?	<p>You can access our services by visiting www.ourmoneymarket.com. If you have any questions you can contact our customer services team by email at info@ourmoneymarket.com or by calling 1300 990 115.</p>
What is the minimum deposit I can make into my account?	<p>The minimum amount you can invest in Cash Units is \$50 on any one occasion.</p>
How much can I invest?	<p>The minimum initial investment in any individual Loan Unit is \$50 and \$50 in the case of acquisition of new Cash Units.</p> <p>There is no maximum limit for investment in Cash Units and/or Loan Units.</p>
Who sets the interest rates?	<p>Interest rates for Loans are set by OurMoneyMarket Lending. The amount of interest which is payable on a Loan made by OurMoneyMarket Lending directly impacts the amount of income earned by an Investor in the Trust who has elected to fund that Loan.</p> <p>OurMoneyMarket Lending's objective in setting rates is to offer competitive rates to Borrowers relative to other Unsecured Personal Loans available to the applicable Borrower whilst also providing attractive risk-adjusted returns to Investors.</p> <p>OurMoneyMarket Lending's Interest Rate Committee considers the general economic environment, the balance of funds and demand for credit through the Platform, estimated default rates per Loan Grade; and competitive factors, taking into consideration the consumer credit rates set by other marketplace lenders and bank and non-bank financial institutions.</p>
What are the amounts and terms of Borrower Loans?	<p>Loans are for amounts between \$2,001 to \$75,000, for terms of 1 year, 2 years, 3 years, 4 years, 5 years, 6 years, 7 years or such other terms</p>

Questions	Answers										
	<p>as are advertised on the Platform. All Loans are subject to standard form Loan contract terms.</p>										
<p>Are Loans secured or unsecured?</p>	<p>The OMM Group currently provides Loans on an unsecured basis only. We will update this PDS and notify you accordingly if this is to change in the future.</p>										
<p>Why might a Borrower seek a Loan from OurMoneyMarket Lending?</p>	<p>Borrowers may be seeking a Loan for one of many reasons. This may include, but is not limited to: funding the purchase of a car, home improvements, an investment, a holiday or to consolidate existing debts.</p>										
<p>Who does OurMoneyMarket Lending lend my investment money to?</p>	<p>The Borrowers are Australian consumers borrowing in their personal capacity. Summary information on each Borrower is published on the OurMoneyMarket website, including the purpose of the Loan, the risk rating assigned by OurMoneyMarket Lending, summary financial information, summary personal information and summary credit performance history (including an external Credit Score). We only publish Loans on the OurMoneyMarket website which have passed OurMoneyMarket's risk assessment procedures. To pass our risk assessment, a Borrower will need to be able to demonstrate a willingness and capacity to repay their Loan. Our risk assessment process includes identity verification, anti-fraud checks, quantitative and qualitative analysis. We may perform some of these checks with the assistance of reputable third parties.</p> <p>Completing a risk assessment at the start of the Loan does not guarantee that the Borrower will always be able to make their scheduled repayments. Circumstances can change and there is an element of risk on any Loan. Please read Section 6 carefully and consider all the risks before making a decision to invest in the Trust.</p>										
<p>How are OurMoneyMarket Lending's Loan Grades set?</p>	<p>OurMoneyMarket Lending's Loan Grades are based on quantitative and qualitative data obtained from the Borrower as well as from reputable third parties.</p> <p>The Loan Grades range from A+ to D and reflect OurMoneyMarket Lending's perceived credit risk of the Borrower, with Class A+ representing the lowest credit risk and Class D representing the highest credit risk. A summary of the Loan Grades is as follows:</p> <table border="1" data-bbox="602 1608 1425 1860"> <thead> <tr> <th data-bbox="602 1608 979 1661">Loan Grade</th> <th data-bbox="1015 1608 1425 1661">Credit Risk Profile</th> </tr> </thead> <tbody> <tr> <td data-bbox="748 1661 842 1703">Class A+</td> <td data-bbox="1105 1661 1317 1703">Very Conservative</td> </tr> <tr> <td data-bbox="756 1703 834 1745">Class A</td> <td data-bbox="1133 1703 1289 1745">Conservative</td> </tr> <tr> <td data-bbox="756 1745 834 1787">Class B</td> <td data-bbox="1154 1745 1268 1787">Balanced</td> </tr> <tr> <td data-bbox="756 1787 834 1829">Class C</td> <td data-bbox="1149 1787 1273 1829">High-Yield</td> </tr> </tbody> </table>	Loan Grade	Credit Risk Profile	Class A+	Very Conservative	Class A	Conservative	Class B	Balanced	Class C	High-Yield
Loan Grade	Credit Risk Profile										
Class A+	Very Conservative										
Class A	Conservative										
Class B	Balanced										
Class C	High-Yield										

Questions	Answers				
<p>Am I party to a Loan contract with each Borrower?</p>	<p>No. There is a single Loan contract between OurMoneyMarket Lending and each Borrower. The effect of each Loan contract is to give OurMoneyMarket Lending all the customary rights a lender would expect to have. This is necessary because each Loan can potentially be made with hundreds of Investors holding Loan Units referable to the same Loan, which would make it too difficult to deal with any issues that may arise with the Loan if each Investor has a direct relationship with the Borrower.</p> <p>Most importantly, your payment experience will however be similar to that of a direct lender, insofar as the periodic payments you receive are linked to the periodic Loan repayments made by the Borrower you have selected and for which your Loan Units are referenced.</p>				
<p>What happens if there are not sufficient Orders to fully fund a Borrower application for a Loan?</p>	<p>If there are not enough Orders to fully fund a Loan application, then OurMoneyMarket may decide to fund the shortfall from its own cash reserves.</p> <p>If OurMoneyMarket does not fund the shortfall when Loan offers are insufficient to fund 100% of a Loan, then the Loan will not proceed and all Committed positions will be unwound and the funds you had Committed will revert to your Holding Account and be recorded as Cash Units. You will be able to check the funding status of each Loan investment and your available cash by accessing your personalised dashboard on the OurMoneyMarket website.</p> <p>Please note that OurMoneyMarket has no obligation to fund a shortfall on a Loan.</p>				
<p>Are there risks in investing?</p>	<p>Yes, there are a number of risks, which may lead you to lose some or all of your investment. It is important that you read and understand each of the risks set out in Section 6.</p>				
<p>Is the OurMoneyMarket Investment Trust the same as a bank?</p>	<p>No. Your investment is not a deposit and does not benefit from the Financial Claims Scheme as it might if it were an amount deposited with a bank.</p>				
<p>When do I receive distributions?</p>	<p>Holders of Loan Units will receive distributions as and when the underlying Loan contractual repayment is paid. All Loan repayments are payable in arrears. Repayments can be weekly, fortnightly or monthly payable in arrears. Examples of the scheduled number of distributions for Loan Units with different Borrower repayment frequencies are as follows:</p> <table border="1" data-bbox="618 1696 1409 1860"> <thead> <tr> <th data-bbox="618 1696 813 1745">Loan Term</th> <th data-bbox="841 1696 1409 1745">Number of Scheduled Distributions</th> </tr> </thead> <tbody> <tr> <td data-bbox="618 1745 813 1860">1 Year</td> <td data-bbox="841 1745 1409 1860"> <ul style="list-style-type: none"> • monthly Borrower repayments = 12 • fortnightly Borrower repayments = 26 • weekly Borrower repayments = 52 </td> </tr> </tbody> </table>	Loan Term	Number of Scheduled Distributions	1 Year	<ul style="list-style-type: none"> • monthly Borrower repayments = 12 • fortnightly Borrower repayments = 26 • weekly Borrower repayments = 52
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Questions	Answers												
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Will cash distributions received be automatically reinvested in Loan Units?	<p data-bbox="613 1180 1425 1346">By default, distributions are automatically reinvested in Cash Units. However, you can elect to automatically reinvest payments received into Loan Units referable to a particular Loan by clicking on the 'Auto-Invest' option on your personalised dashboard on the OurMoneyMarket website.</p> <p data-bbox="613 1365 1321 1396">See Section 3.2 for more information on 'Auto-Invest' options.</p>												
Is the amount I have Invested capital protected?	<p data-bbox="613 1432 1425 1598">It is not possible to provide your capital with 100% protection. By investing in Loan Units your risk of not receiving your capital back and receiving your nominated rate of return is similar to that of any lender. This includes the possibility of Borrower default and you not receiving your capital back.</p> <p data-bbox="613 1617 1425 1887">Diversifying your investment across Loan Units referable to a large number of Loans will reduce your exposure to single Borrower default risk. We strongly encourage you to diversify your investment in the Trust, but you should always seek advice from a qualified financial advisor before finalising your investment strategy. Please read Section 6 for more information about the risks that could impact your investment return and result in loss of some or all of your capital.</p>												

Questions	Answers
<p>What happens if a Borrower defaults?</p>	<p>We will always initially try to resolve any issues with Borrowers in a consensual manner. This may require cooperation with other creditors of the Borrower and we may also require improved terms from the Borrower in return for revising the original Loan conditions.</p> <p>OurMoneyMarket Lending will have sole discretion on any revised terms agreed with Borrowers. Our discretion includes, but is not limited to:</p> <ul style="list-style-type: none"> • Postponing Borrower Loan repayments during a specified period. • Extending the term of the contract and reducing the amount of each payment under the contract accordingly. • Extending the term of the contract and postponing repayments during a specified period. • Adding arrears to the Loan balance and extending the Loan term. • Debt consolidation. <p>If OurMoneyMarket Lending agrees any of the above changes with a Borrower, Investors who indirectly funded the Loan to the Borrower through investment in their Loan Units will in turn be impacted. OurMoneyMarket will keep you updated via your personalised dashboard on the OurMoneyMarket website and advise you of any changes to Loan terms if it believes this is the best way to maximise your recovery.</p> <p>If OurMoneyMarket Lending deems that it is not possible to recover all amounts due from a Borrower, we may agree to a partial repayment in full and final settlement of the Loan. Alternatively, we may assign or transfer the Loan to a third party. In either scenario, any shortfall between the amount received and the amount due from the Borrower will be deemed irrecoverable and written-off. We will distribute amounts received (net of any costs incurred and our Service Charge) to holders of Loan Units corresponding to the impacted Loan, after which you will not receive any further repayments from that Loan Unit.</p> <p>Please see Section 6 for further information about the risks of investing. Please see Section 9 for information regarding the tax treatment of any losses you may suffer.</p>
<p>Who covers the cost of recovery action against Borrowers who have defaulted?</p>	<p>In the first instance, OurMoneyMarket Lending will cover the cost of default management until such time that it deems that a Loan is uncollectable (and therefore refers its collection to a third-party debt collector). This default management cost includes our management time and any third-party costs such as legal advice or court costs. OurMoneyMarket Lending will only seek to recover costs from any subsequent payments received from the Borrower, whether voluntarily or via a legal process. Any Loan repayment amounts recovered will first be applied to the out-of-pocket expenses incurred by OurMoneyMarket Lending in its recovery action. Once (and if) these</p>

Questions	Answers
	<p>out of pocket expenses are recovered, the Service Charge will be paid and then the balance of the recovered amount paid to the relevant Investors.</p> <p>OurMoneyMarket will keep Investors updated via their personalised dashboard on the website. OurMoneyMarket aims to be as transparent as possible in our correspondence with Investors, but must also respect the privacy and commercially sensitive information that may hinder the prospects of recovery. The information you receive will therefore be what can be shared responsibly and any recovery of costs that is deducted before you receive your repayments will be clearly disclosed.</p>
<p>Can my Loan Units be repaid ahead of schedule without any agreement?</p>	<p>Yes. We think it fair that if a Borrower wishes to repay its Loan early, then it should be able to do so without penalty. Early repayment fees are an unpopular feature of traditional bank loans and we regard it as important that Borrowers are not limited in this way. Early repayment may be in the form of a full or a partial repayment.</p> <p>This means that if the Borrower decides to repay their Loan in full or partially, you will not receive all the interest you would have otherwise expected to earn when you originally acquired your Loan Units.</p>
<p>How do I withdraw my money?</p>	<p>You can withdraw some or all the available Cash Units in your Holding Account, via the website www.ourmoneymarket.com. You are not able to withdraw money that has been committed to a Loan. The minimum amount you can withdraw is \$50 or the balance of your Cash Units if less than \$50. Withdrawal requests will normally be processed within 2 business days.</p> <p>You will not receive a return on your Cash Units. You only start to earn returns on your investment in the Trust when you elect to invest in Loan Units. Accordingly, we encourage you to actively manage your investment and review the amount you hold in Cash Units from time to time. Alternatively, you can use OurMoneyMarket's automatic investment tool, detailed in Section 3.2, to passively manage your OurMoneyMarket Account and reduce the risk of holding Cash Units which yield no return.</p>
<p>Can I redeem my Loan Units before the maturity date?</p>	<p>You cannot demand withdrawal of the value of your outstanding Loan Units outside of the corresponding contracted Loan repayment schedule.</p>
<p>If I wish to withdraw from my Loan Units early will I receive full repayment?</p>	<p>There is not currently an option to withdraw from Loan Units early. We will update you if this position changes.</p>
<p>What happens in the event of an Investor's death?</p>	<p>Upon receipt of a death certificate we will stop activity under the Investor's registration, including any automatic reinvestment instructions that may have been established. OurMoneyMarket will not recognise anyone except the personal legal representative of the</p>

Questions	Answers
	<p>deceased Investor. If the personal representative gives OurMoneyMarket information that satisfies the Trustee of the representative's entitlement to be registered as holder of the Cash and Loan Units, then OurMoneyMarket will register the personal representative as the holder of the Cash Units and Loan Units as soon as practicable. The new holder will have the same rights as other Investors and OurMoneyMarket will provide assistance should the new holder wish to liquidate the Portfolio.</p>
<p>What happens in the event of an Investor becoming mentally incapacitated?</p>	<p>In the event of an Investor becoming mentally incapacitated, if a person gives OurMoneyMarket information that satisfies the Trustee of the person's entitlement to be registered as holder of the Cash Units and Loan Units in place of the Investor, then OurMoneyMarket will register that person as the holder of the Cash Units and Loan Units as soon as practicable. The new holder will have the same rights as other Investors.</p>
<p>Are there any registration costs?</p>	<p>The cost of a Foundation Unit is \$1 (inclusive of GST) This amount is only collected, however, on the withdrawal of your Foundation Unit, if you cease to be a member of the Trust.</p>
<p>What other fees and charges do I pay?</p>	<p>OurMoneyMarket Lending retains a Service Charge of 12.5% of the gross interest earned on Loans. OurMoneyMarket also keeps as a fee the amount of interest earned on Investor funds when they are not on Loan. See Section 7 for more information about fees and costs.</p>
<p>Do Investors and Borrowers remain anonymous?</p>	<p>Yes. You are not provided with the name or contact details of any Borrower. The information about Investors and Borrowers on the website is anonymised so that no one outside of the Trustee, the OMM Group or the Custodian can identify you or a Borrower.</p>
<p>What happens if OurMoneyMarket Lending fails?</p>	<p>OurMoneyMarket Lending facilitates Loan funding which it may obtain from several sources including through the Trust, from related bodies corporate of OurMoneyMarket and from third parties.</p> <p>To secure the Loans made through the OurMoneyMarket Investment Trust, OurMoneyMarket Lending has granted to the Trustee and Custodian security over those Loans funded through the Trust.</p> <p>If OurMoneyMarket Lending fails, then there are a number of options the Trustee may take, including, but not limited to, the sale of the Trust's interest in the OurMoneyMarket Lending book of loans and protecting members in the Trust by seeking to obtain control over the Loans for which they hold security. They will then seek to administer the outstanding Loans, with the assistance of any loan servicer or other person engaged by the Trustee to assist.</p> <p>In that instance, the Trust will run off. Run off in this instance would involve collecting remaining scheduled repayments on existing Loans to Borrowers and making distributions to Investors with corresponding</p>

Questions	Answers
	<p>Loan Units. No further new Loans to Borrowers would be completed during run off.</p> <p>Because OurMoneyMarket Lending obtains funding from other sources, and may have granted security over other loans it has made to others, the Trustee will not have the right to step in to take over all the operations of OurMoneyMarket Lending in the event of its default.</p>

13. Glossary

In this PDS, the following terms have the following meaning unless the context otherwise requires:

Term	Meaning
\$	Australian dollars.
ACL	Australian credit licence issued by ASIC under section 37 of the National Consumer Credit Protection Act 2009 (Cth).
ADI	Authorised Deposit-taking Institution.
AFCA	Australian Financial Complaints Authority.
AFSL	Australian financial services licence issued by ASIC under section 913B of the Corporations Act.
ARSN	Australian Registered Scheme Number.

Term	Meaning
ASIC	Australian Securities Investment Commission.
Banking Act	Banking Act 1966 (Cth).
Borrower	A person with a Loan from OurMoneyMarket Lending funded by the OurMoneyMarket Investment Trust.
Cash Unit	Means a unit in the OurMoneyMarket Investment Trust, issued at a dollar, which represents an Investor's entitlement to the cash balance held in the OurMoneyMarket Investment Trust Account from time to time.
Committed	An Investor's funds held in the OurMoneyMarket Investment Trust Account that form part of an Order the Investor has made, by clicking 'Confirm' on the 'Invest' webpage of the OurMoneyMarket website, which may or may not be Invested in a Loan Unit subject to Successful Funding.
Compliance Committee	The compliance committee in respect of the OurMoneyMarket Investment Trust established by the Trustee under Part 5C.5 of the Corporations Act.
Compliance Plan	The compliance plan of the OurMoneyMarket Investment Trust as amended from time to time.
Constitution	The constitution of the OurMoneyMarket Investment Trust as amended from time to time.
Conversion Amount	The amount the Investor is to receive from its conversion of Loan Units into Cash Units.
Corporations Act	The Corporations Act 2001 (Cth) for the time being in force together with regulations.
Credit Score	A credit score is a numerical expression based on a level of analysis of a person or business's credit files, to represent the creditworthiness of the person or business. A credit score is primarily based on a credit report typically sourced from reputable third party credit bureaus.
Creditworthy	In relation to a Borrower, a person who we have approved following our Borrower risk assessment processes which take into account our assessment of their propensity and financial capacity to fulfil their obligations under a proposed Loan contract at the time of assessment.
Custodian	Sargon CT Pty Limited (ACN 106 424 088), being the Custodian for the OurMoneyMarket Investment Trust.
Debt to Income Ratio, DIR	The ratio considers the relationship of available income to service monthly debt commitments. DIR is calculated by dividing the Borrower's total debt commitments (including the new Loan applied for) by the Borrower's available

Term	Meaning		
	income (meaning the Borrower's annual income (after-tax) less general living expenses).		
Delinquency	A failure to repay an obligation when due or agreed.		
Electronic PDS	The electronic copy of this PDS located on the OurMoneyMarket website at www.ourmoneymarket.com .		
Funding Offer	Means the process and terms by which an Investor, using technology made available through the OurMoneyMarket Platform, indicates they are prepared to have an economic exposure to a Loan.		
Hardship	OurMoneyMarket is required under NCCP laws to consider hardship variations (flexible payment arrangements) to a Borrower's Loan if the Borrower is experiencing financial Hardship.		
Holding Account	An Investor's Cash Units in the OurMoneyMarket Investment Trust Account not Committed (awaiting Successful Funding).		
Indicative Term	The term for which your funds have been Invested assuming that: (a) the Borrower does not repay the Loan early; (b) the Borrower is not late in making repayment and the Loan is not in arrears at the end of the Indicative Term; and (c) OurMoneyMarket has not had need nor agreed to amend the repayment profile of the Loan due to Hardship.		
Interest	A rate charged or paid for the use of money.		
Invested	An Investor's investment in Loan Units referable to Loans made by OurMoneyMarket Lending to a Borrower or Borrowers to which the Investor has agreed to have exposure.		
Investor	A person or entity, who is a member of the OurMoneyMarket Investment Trust.		
Lender of Record	The Lender of Record is the person or entity, at the time the Loan is settled, named as the lender on the Loan documents and has the right to receive repayment from the Borrower under the Loan agreement.		
Loan	A sum of money lent to a Borrower by OurMoneyMarket Lending on terms requiring repayment with interest over a specified term.		
Loan Grade	A Loan Grade represents OurMoneyMarket Lending's evaluation of the credit worthiness of a Borrower. The evaluation relies on both qualitative and quantitative information about the Borrower and assesses the Borrower's ability to pay back the Loan and the likelihood of default. The credit risk profile of each Loan Grade is as follows:		
	<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;">Loan Grade</td> <td style="width: 50%; text-align: center;">Credit Risk Profile</td> </tr> </table>	Loan Grade	Credit Risk Profile
Loan Grade	Credit Risk Profile		

Term	Meaning										
	<table border="0"> <tr> <td data-bbox="695 254 792 279">Class A+</td> <td data-bbox="1084 254 1292 279">Very Conservative</td> </tr> <tr> <td data-bbox="703 302 784 327">Class A</td> <td data-bbox="1114 302 1263 327">Conservative</td> </tr> <tr> <td data-bbox="703 350 784 375">Class B</td> <td data-bbox="1138 350 1239 375">Balanced</td> </tr> <tr> <td data-bbox="703 399 784 424">Class C</td> <td data-bbox="1130 399 1247 424">High Yield</td> </tr> <tr> <td data-bbox="703 447 784 472">Class D</td> <td data-bbox="1117 447 1260 472">Higher-Yield</td> </tr> </table>	Class A+	Very Conservative	Class A	Conservative	Class B	Balanced	Class C	High Yield	Class D	Higher-Yield
Class A+	Very Conservative										
Class A	Conservative										
Class B	Balanced										
Class C	High Yield										
Class D	Higher-Yield										
Loan Unit	Means a Unit in the OurMoneyMarket Investment Trust, issued at a dollar, through which an Investor gains an economic exposure to a Loan, following confirmation of Successful Funding. Each Investor has a separate class of Loan Unit for each Loan for which the Investor has an economic exposure.										
Marketplace Lending	Means Investors funding Loans to Borrowers via an online platform without the direct intermediation of a traditional financial institution.										
MIS	Means Managed Investment Scheme.										
NCCP/National Consumer Credit Protection Act	National Consumer Credit Protection Act 2009 (Cth).										
OMM Group	OurMoneyMarket Holdings Pty Ltd (ACN 614 872 105) and its subsidiaries, OurMoneyMarket Pty Ltd, OurMoneyMarket Lending Pty Ltd and OurMoneyMarket Services Pty Ltd (ACN 614 874 761).										
Order	An Investor's request for a specific amount of their funds to be Invested in a portfolio of Loans via 'Quick Invest' or a selection of Loans of their choosing via 'Marketplace'.										
OurMoneyMarket Account	An Investor's account accessible on the OurMoneyMarket Platform showing the balance of an Investor's Holding Account, amount Committed and amount Invested, and which allows the Investor to make Orders and give other instructions.										
OurMoneyMarket Investment Trust Account, Trust Account	The bank account with an Australian ADI held in the name of Sargon CT Pty Limited ('Sargon'), the Custodian for the OurMoneyMarket Investment Trust.										
OurMoneyMarket Investment Trust, Trust	The OurMoneyMarket Investment Trust (ARSN 616 185 534).										
OurMoneyMarket Lending	OurMoneyMarket Lending Pty Ltd (ACN 605 231 669).										
OurMoneyMarket Platform, Platform	Means the online website managed by OurMoneyMarket that uses technology to enable creditworthy Borrowers to request Loans and Investors to indirectly provide funding for said Loans which they deem to offer an attractive rate of return given the reported credit risk of Borrower(s).										

Term	Meaning
OurMoneyMarket, our, we, us	OurMoneyMarket Pty Ltd (ACN 616 335 409).
PDS	The Product Disclosure Statement, being this document.
Portfolio	The Loans to which an Investor has exposure via the Loan Units in which it has Invested.
Registration Form	The registration form accompanying this electronic PDS under which a person may apply for Units.
Responsible Manager	A person nominated by us to ASIC to demonstrate our competence to provide financial services as an authorised representative of an AFSL holder and an ACL holder in accordance with ASIC's requirements.
Service Charge	<p>OMM Group's fee for acting as Manager of the OurMoneyMarket Investment Trust. This includes services relating to the general administration of the Trust and asset servicing and for OurMoneyMarket Lending's services as Lender of Record and OurMoneyMarket Services Pty Ltd's credit assistance activities.</p> <p>The total fee amount is 12.5% of gross interest payments only. If Loan repayments are not received from a Borrower then OurMoneyMarket Lending receives no Service Charge in respect of that Borrower's Loan until such Loan repayments are made and then only at the rate shown on gross interest received.</p>
Successful Funding	Means a Funding Offer accepted by the Borrower of which the funds Committed under the Successful Funding are lent to OurMoneyMarket Lending which then advances the approved Loan to the Borrower.
Trust	OurMoneyMarket Investment Trust (ARSN 616 185 534).
Trustee	Melbourne Securities Corporation Limited (ACN 160 326 545).
Unit Trust	A Unit Trust is a form of collective investment constituted under a Trust Deed/Constitution.
Unit(s)	Means Cash Units, Foundation Units and/or Loan Units held by Investors.
Unsecured Personal Loan	Means a Loan that is secured only by the Borrower's credit worthiness, rather than by any type of collateral.
Website	<p>The website located at www.ourmoneymarket.com or related websites including:</p> <ul style="list-style-type: none"> • ourmoneymarket.com.au; • ourmoneymarket.net; • ourmoneymarket.net.au; and • any sub-domains

Term	Meaning
You, your, I	A person applying for an interest in Cash Units or Loan Units or an Investor, as applicable.

14. Consents

The entities listed in the table below have given and have not withdrawn their written consent to:

1. Be named in this PDS in the form and context in which they appear;
2. The inclusion of their respective reports or statements noted next to their names and the references to those reports or statements in the form and context in which they are included in this PDS; and
3. The inclusion of other statements in this PDS which are based on or referable to statements made in those reports or statements, or which are based on or referable to other statements made by those persons in the form and context in which they are included:

Name of Entity	Named As	Reports or Statements
OurMoneyMarket Holdings Pty Ltd and its subsidiaries	OurMoneyMarket Holdings, OMM Group, Parent Company, OurMoneyMarket, OurMoneyMarket Lending	Statements about it under the 'Important Notice' and in Sections 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14 and 15.
Sargon CT Pty Ltd	Sargon, Custodian	Statements about it under the 'Important Notice' and in

Name of Entity	Named As	Reports or Statements
		Sections 1, 2, 6, 8, 10, 12, 13, 14 and 15.
Ashurst	Legal Advisors	Statements about it in Sections 14 and 15.
Pitcher Partners	Tax Advisors	Statements about it in Sections 14 and 15.
Moore Stephens Audit (Vic)	Compliance Plan & Fund Auditor	Statements about it in Sections 14 and 15.
Adam Sutherland	Director of OurMoneyMarket	Statements about it in Sections 11.
Steve Lambert	Director of OurMoneyMarket	Statements about it in Sections 11.
Bruce Sutherland	Director of OurMoneyMarket	Statements about it in Sections 11.
Crystal Anderson	Director of OurMoneyMarket	Statements about it in Sections 11.

None of the persons referred to above has made any statement that is included in this PDS or any statement on which this PDS is based, other than any statement or report included in this PDS without the consent of that person as specified above.

Each of the persons referred to above:

1. has not authorised or caused the issue of this PDS, and makes no representation or warranty, express or implied, as to the fairness, accuracy or completeness of the information contained in this PDS; and
2. to the maximum extent permitted by law, expressly disclaims and takes no responsibility for any statements in or omissions from this PDS other than references to its name or a statement or report included in this PDS with the consent of that person as specified above.

15. Corporate Directory

Manager

OurMoneyMarket Pty Ltd
ACN 616 335 409
AFSL Authorised Representative Number 1252443
Level 1, 143-147 Hutt Street, Adelaide, SA, 5000
Telephone: 1300 990 115

Trustee

Melbourne Securities Corporation Ltd
ACN 160 326 545
AFSL Number: 428289
Level 2, 395 Collins Street, Melbourne VIC 3000
Telephone: 1300 798 790

Custodian

Sargon CT Pty Ltd
ABN 12 106 424 088
Suite 19.03, Level 19, Castlereagh Street, Sydney,
NSW, 2000

Compliance Plan & Fund Auditor

Moore Stephens Audit (Vic)
ABN 16 847 721 257
Level 18, 530 Collins Street, Melbourne, Victoria, 3000

Tax Advisor

Pitcher Partners
Level 19, 15 William Street, Melbourne, Victoria,
3000
Telephone: +61 3 8610 5000

Legal Advisor

Ashurst
5 Martin Place, Sydney, NSW, 2000

AFSL Holder

MSC Advisory Pty Ltd
ACN 607 459 441
AFSL 480649
Level 2, 395 Collins Street, Melbourne VIC 3000