

Tempo Global Equity Fund

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Product Disclosure Statement

1 March 2017

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! This Product Disclosure Statement (PDS) is a summary of significant information and contains a number of references to additional important information which forms part of this PDS. You should consider that information before making a decision about the Fund. The information provided in this PDS is general information only and does not take account of your personal financial situation or needs. You should obtain financial advice tailored to your own personal circumstances.

Fidante Partners Limited (ABN 94 002 835 592, AFSL 234668) (**Fidante Partners, we, our, us**) is the Responsible Entity of the Tempo Global Equity Fund (ARSN 601 234 511) and the issuer of this PDS. References in this PDS to the **Tempo Global Equity Fund** or **the Fund** are to the wholesale class of units in the Tempo Global Equity Fund. No other class of units in the Tempo Global Equity Fund is offered in this PDS.

Our ultimate parent is Challenger Limited (ABN 85 106 842 371). We have appointed Tempo Asset Management Pty Ltd (ABN 37 167 321 637, AFSL 456587) (**Tempo** or the **investment manager**) as the investment manager of the Fund. The offer or invitation to subscribe for units in the Fund under this PDS is only available to persons receiving this PDS in Australia. If you are a Direct Investor, all correspondence pertaining to your investment will be issued by us. If you are an mFund Investor, all correspondence pertaining to your investment will be issued by us and your nominated broker with whom you have a broker sponsorship agreement. If you are investing through an investor directed portfolio service (**IDPS**) or IDPS-like scheme, you should contact your IDPS operator with any query. If you have any queries regarding your investment or if you would like a paper copy of the PDS or Additional Information booklet you should contact us. The Additional Information booklet provides additional information about the Fund.

The information in this PDS is up-to-date at the time of preparation. However, some information can change from time to time. If a change is considered materially adverse we will issue a replacement PDS. For updated or other information about the Fund (such as performance), please contact your financial adviser or nominated broker, call our Investor Services team or visit our website (our details are on page 8 of this PDS). We will send you a copy of the updated information free of charge upon request.

Tempo has provided consent to the statements about it in the form and context in which they are included. Tempo was not otherwise involved in the preparation and distribution of this PDS and is not responsible for the issue of this PDS, nor is it responsible for any particular part of this PDS other than those parts that refer to it. Tempo has not withdrawn its consent before the date of this PDS.

Glossary

Additional Information booklet (AIB)	Document that provides additional information in relation to the Fund and its investments. The Fund's AIB is available at www.fidante.com.au/TGEF_AIB.pdf .
Direct Investor	Investors accessing the Fund through Fidante Partners. Also referred to as you, your, unitholders.
Fidante Partners	Fidante Partners Limited, we, us, our, Responsible Entity.
Indirect Investor	Investors accessing the Fund through an IDPS or IDPS-like scheme.
IDPS	Investor Directed Portfolio Service, master trust or wrap account.
mFund Investor	Investors accessing the Fund through the mFund Settlement Service.
mFund	mFund Settlement Service.

1. About Fidante Partners

Fidante Partners – the Responsible Entity

Fidante Partners forms long-term alliances with talented investment professionals to create, grow and support specialist, boutique funds management businesses. We are the Responsible Entity of the Fund. As Responsible Entity, we issue units in the Fund and are legally responsible to the unitholders of the Fund for its operation.

We have appointed Tempo as the investment manager of the Fund. We provide back office, marketing, distribution, administration, and compliance support services to Tempo, allowing Tempo the freedom to focus on investing and managing the assets of the Fund.

A related entity of Fidante Partners has a partial equity stake in Tempo. Neither we, nor any of our related entities, nor Tempo, guarantee the repayment of your capital or the performance of your investment or any particular taxation consequences of investing.

Tempo – the investment manager

Tempo Asset Management Pty Ltd (Tempo) is an investment boutique fund manager with a global focus.

Tempo operates an active investment strategy that aims to outperform global indices over time. The team's philosophy is based on the premise that many standard industry benchmarks are purely liquidity and price-driven and are built to neither maximise investor returns nor reduce risk.

Tempo employs an innovative, top-down approach to rethinking traditional benchmarks and exploiting market premia to produce better returns for investors over the long term.

2. How the Tempo Global Equity Fund works

The Fund is a registered managed investment scheme (also known as a managed fund) that is an unlisted Australian unit trust governed by a constitution together with the Corporations Act 2001 (Cth) and other laws. Managed funds pool individual investors' monies which are then used to purchase assets in line with the Fund's investment objective.

If you decide to invest in the Fund, you will purchase 'units' in the Fund (rather than purchasing the assets directly) which represent a share of the value of the managed fund's collective asset pool. Certain rights are attached to the units and these rights are exercisable by the person who owns these units (referred to as **you**, **Direct Investor**, **mFund Investor**, or **unitholders** throughout this PDS).

For specific information on investing, please refer to '8. How to apply' in this PDS.

The number of units you can purchase will depend on the amount being invested and the investment unit price calculated for the day we receive your valid application form.

You should read the important information about 'How the Fund is governed' in the AIB before making a decision. Go to www.fidante.com.au/TGEF_AIB.pdf. The material relating to 'How the Fund is governed' may change between the time when you read this PDS and the day when you acquire the product.

Investing

You can invest in the Fund as a Direct Investor, an mFund Investor, or an Indirect Investor.

The minimum initial investment amount is \$10,000, or \$1,000 when a Regular Savings Plan is established. The Regular Savings Plan is not available to investors investing through the mFund Service. The minimum investment required to use the mFund Service is \$10,000. For additional investments, the minimum one-off additional investment amount is \$1,000 and the minimum Regular Savings Plan amount is \$100 per month. We can vary or waive the minimum investment amounts at any time.

For more information on how to make an investment, refer to '8. How to apply' in this PDS. All individual or joint investors in the Fund must be at least 18 years of age and all new investors must comply with our Customer Identification Program. Please refer to 'Customer Identification Program' in the Fund's Additional Information booklet available on our website.

Withdrawing

Once invested in the Fund, you can generally withdraw your investment at any time by making a withdrawal (subject to certain requirements).

For Direct Investors and mFund Investors the minimum withdrawal amount is \$1,000. The number of units you can withdraw will depend on the amount being withdrawn and the withdrawal unit price calculated for the day we receive your withdrawal request. In some circumstances, such as when there is a freeze on withdrawals or withdrawals are spread, you may not be able to withdraw your funds within the usual period upon request. Refer to 'Withdrawal risk' in this PDS for more information.

Indirect Investors should contact their IDPS operator for withdrawal information.

Unit prices

As the market value of the assets invested in by the Fund rises and falls, so does the unit price. Unit prices are determined in accordance with the Fund's constitution and are usually calculated each New South Wales business day. We have a Unit Pricing Permitted Discretions Policy which sets out how we will exercise any discretion in relation to the unit pricing. You can request a copy of this policy by contacting us.

Processing

Generally, if your valid investment or withdrawal request is received in our Sydney office before 3.00pm Sydney time on a NSW business day (referred to as the **transaction cut-off time**), it will usually be processed using the unit price determined as at the close of business on that day.

If your valid investment or withdrawal request is received after the transaction cut-off time, or on a non-business day, it will usually be processed using the applicable unit price calculated as at the close of business on the next business day.

We will provide notice if we are to change the transaction cut-off time.

Frequency of distributions

The Fund generally pays distributions half-yearly; however, there may be periods in which no distributions are made or we may make interim distributions. We do not guarantee any particular level of distribution. Distributions will generally be



- **Withdrawal risk**

The risk that we may not meet the generally applicable timeframe for withdrawal requests, may suspend withdrawals or may deem the Fund illiquid.

You should read the important information about 'Additional information about significant risks' in the AIB before making a decision. Go to www.fidante.com.au/TGEF_AIB.pdf. The material relating to 'Additional information about significant risks' may change between the time when you read this PDS and the day when you acquire the product.

5. How we invest your money

! When choosing what to invest in, you should consider the likely investment return of the Fund, the risks associated with investing in the Fund, and your own personal objectives, risk preference and investment timeframe.

Investment return objective	The Fund aims to outperform its benchmark (after fees) over rolling five-year periods.									
Minimum suggested investment timeframe	At least five years									
Benchmark	MSCI World (ex-Australia) Index (dividends reinvested), in Australian dollar terms									
Risk level	High risk – the Fund offers the potential for favourable levels of return over the long term but may exhibit high levels of volatility with the potential for some capital loss over the short to medium term.									
Description of the Fund	The Fund is managed by Tempo who seeks to build exposure to a diversified portfolio of international equity markets. The Fund is intended to be suitable for investors who are happy to invest for at least five years, are seeking high levels of return and are comfortable with high volatility including the possibility of periods of negative returns. To help you understand the following information relating to the Fund's investments, definitions of the important investment terms are provided in the Additional Information booklet available on our website. Investment approach Tempo employs transparent, top-down investment strategy to provide investors with long term capital growth from a defined quantitative investment process that is well founded in academic and industry research. Tempo's investment strategy is designed to meet three objectives: • create a more diversified international equity portfolio; • invest in markets which demonstrate positive growth attributes; and • preserve capital by allocating a portion of the Fund into cash when market sentiment is negative. Tempo implements their investment strategy through the use of equity index futures, providing investors with a highly liquid and efficient exposure to international markets. Portfolio allocations are equally weighted as opposed to using a traditional market capitalisation methodology. Positions are adjusted regularly based on ongoing analysis of growth and related factors in international equity markets. The Fund will not actively hedge international currency exposures. Currency derivatives may be used to deliver the target currency exposures of the portfolio. Investment universe The Fund invests primarily in equity index futures contracts of global developed countries and may also invest in index tracking exchange traded funds and cash investments.									
Strategic asset allocation ranges ¹	<table><tr><td>Asset class</td><td>Min (%)</td><td>Max (%)</td></tr><tr><td>Securities</td><td>70</td><td>100</td></tr><tr><td>Cash</td><td>0</td><td>30</td></tr></table> ¹These are indicative asset allocation ranges for the Fund. If market movements, investments into or withdrawals from the Fund, or changes in the nature of an investment, cause the Fund to move outside these indicative ranges, or a limit set out in this PDS, this will be addressed by us or Tempo as soon as reasonably practicable.	Asset class	Min (%)	Max (%)	Securities	70	100	Cash	0	30
Asset class	Min (%)	Max (%)								
Securities	70	100								
Cash	0	30								
Labour standards or environmental, social or ethical considerations	Generally, in buying, retaining or selling underlying investments, neither we, nor Tempo, take into account labour standards or environmental, social or ethical considerations. However, to the extent that we, or Tempo, believe those matters may affect the value or performance of an underlying investment, they may be considered. Neither we, nor Tempo, 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.									

Changes to investment policy

The constitution of the Fund permits a wide range of investments and gives us, as Responsible Entity, broad investment powers. We may change the investment manager and/or vary the investment objectives, strategies, benchmarks, asset allocation ranges and processes of the Fund. We will give unitholders written notice of any material variation which we believe they would not have reasonably expected.

You should read the important information about 'Additional information about the Fund's investments' in the AIB before making a decision. Go to www.fidante.com.au/TGEF_AIB.pdf. The material relating to 'Additional information about the Fund's investments' may change between the time when you read this PDS and the day when you acquire the product.

6. Fees and costs

Consumer advisory warning

Did you know?

Small differences in both investment performance and fees and costs can have a substantial impact on your long term returns. For example, total annual fees and costs of 2% of your fund balance rather than 1% could reduce your final return by up to 20% over a 30 year period (for example, reduce it from \$100,000 to \$80,000). You should consider whether features such as superior investment performance or the provision of better member services justify higher fees and costs. You may be able to negotiate to pay lower contribution fees and management costs where applicable. 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 funds fee calculator to help you check out different fee options.

This table shows fees and other costs that you may be charged in the Fund and can be used to compare costs between different funds. These fees and costs may be deducted from your money, from the returns on your investment or, in the case of the Fund, from the Fund assets as a whole.

Type of fee or cost	Amount
Fees when your money moves in or out of the Fund¹	
Establishment fee	Nil
Contribution fee	Nil
Withdrawal fee	Nil
Exit fee	Nil
Management costs^{2,3,4}	
The fees and costs for managing your investment	0.55% p.a. of the net asset value of the Fund.

Example of annual fees and costs for the Fund

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

Example	Amount	Balance of \$50,000 with a contribution of \$5,000 during the year
Contribution fees	\$0	For every additional \$5,000 you put in, you will be charged \$0.
Plus Management costs ^{2,3,4}	0.55%	And, for every \$50,000 you have in the Fund, you will be charged \$275 each year.
Equals Cost of Fund		If you had an investment of \$50,000 at the beginning of the year and you put in an additional \$5,000 during that year, you would be charged fees of: \$275⁴ What it costs you will depend on the investment option you choose and the fees you negotiate with your fund or financial adviser or your broker.

! This example assumes that the \$5,000 contribution is made at the end of the year and the value of the investment is otherwise consistent, therefore the management costs associated above are calculated using the \$50,000 balance only. Please note that this is just an example. In practice, actual investment balances will vary daily and the actual fees and expenses we charge are based on the value of the Fund, which also fluctuates daily.

- 1 An allowance for transaction costs may apply to investments into, and withdrawals from, the Fund (refer to 'Buy/sell spreads' below).
- 2 Unless otherwise stated, all fees and costs are quoted inclusive of any Goods and Services Tax (GST) and net of any input tax credits (ITCs) or reduced input tax credits (RITCs) as applicable. Where available, the prescribed RITC rate is currently 55% or 75%, depending on the nature of the fee or cost incurred. Due to the impact of GST, ITC and RITC calculations, actual fees may vary slightly from those stated, which may be rounded to two decimal places.
- 3 For certain Wholesale Clients (as defined in the Corporations Act 2001 (Cth)) we may, at our discretion, negotiate, rebate or waive all or part of our fees. Please refer to 'Can fees be different for different investors?' in the Additional Information booklet available on our website.
- 4 Please refer to 'Additional explanation of fees and costs' and 'Other payments' for more information on costs that may be payable.

Additional explanation of fees and costs

Management costs – Management costs comprise the additional fees or costs that an investor incurs by investing in the Fund rather than investing directly in the underlying assets. These include the management fee, normal operating expenses, abnormal expenses, and investment expenses. They do not include transaction costs (i.e. buy/sell spreads) or other costs that an investor would ordinarily incur when investing directly in the underlying assets. Management costs are payable from the Fund's assets and are not paid directly from your investment. If you are an mFund Investor, additional fees may be payable to your broker. Please consider the broker's Financial Services Guide.

Buy/sell spreads – The buy/sell spread is the difference between the investment unit price and the withdrawal unit price and is stated as a percentage of the net asset value of the Fund. The buy/sell spread is not a fee paid to us. It is reflected in the unit price and is therefore an additional cost to you. The current buy/sell spread for the Fund is +0.10%/-0.10%. This may vary from time to time and we will provide notification of any changes on our website.

Other payments – We may pay fees from our resources to some IDPS operators because they offer the Fund on their investment menus.

! **Additional fees may be paid to a financial adviser or broker if one is consulted. You should refer to the financial adviser's statement of advice or broker's Financial Services Guide which provides details of the fees payable.**

Can the fees change?

All fees can change. Reasons for this might include changing economic conditions and changes in regulation. We will give unitholders 30 days' written notice of any proposed increase in fees. We cannot charge more than the Fund's constitution

allows. If we wish to raise fees above the amount allowed for in the Fund's constitution, we would first need to obtain the approval of unitholders. We also reserve the right to waive or reduce any of the fees and costs described in this PDS without prior notice.

You should read the important information about 'Fees and other costs' in the AIB before making a decision. Go to www.fidante.com.au/TGEF_AIB.pdf. The material relating to 'Fees and other costs' may change between the time when you read this PDS and the day when you acquire the product.

7. How managed investment schemes are taxed

! **Investing in a registered managed investment scheme is likely to have tax consequences and you are strongly advised to seek professional tax advice.**

The Fund generally distributes all of its distributable income each year so that the Fund itself is not subject to tax. As an investor you will be assessed for tax on your share of the Fund's taxable income, including any net capital gains. The Fund does not pay tax on behalf of Australian investors. Fidante Partners is not a registered tax (financial) adviser and is not licensed or authorised to provide tax advice. We strongly advise that you obtain your own professional advice regarding your position, as tax and social security laws are complex and subject to change, and investors' individual circumstances vary.

You should read the important information about 'Taxation considerations' in the AIB before making a decision. Go to www.fidante.com.au/TGEF_AIB.pdf. The material relating to 'Taxation considerations' may change between the time when you read this PDS and the day when you acquire the product.

8. How to apply

You can invest in the Fund as a Direct Investor, an mFund Investor, or an Indirect Investor.

Direct Investors

The following applies to Direct Investors investing through Fidante Partners. To make your initial investment:

- read this PDS and the Additional Information booklet on our website;
- complete and sign the relevant Application Form and Identity Verification Form available on our website, and include all required customer identity verification documents; and
- post all documentation to:
Fidante Partners Reply Paid 86049 Sydney NSW 2001 (No stamp required)

mFund Investors

To make your initial investment through the mFund Settlement Service:

- read this PDS and the Additional Information booklet available on both our website and at www.mFund.com.au;
- place a 'buy order' for units in the Fund through your nominated broker with whom you have a broker sponsorship agreement; you will have to advise your broker that you agree to use mFund and have read the PDS; and
- your broker will process your order using the mFund Settlement Service. Your payment will come out of your relevant broking account.

Due to aspects of the Foreign Account Tax Compliance Act (FATCA) regime, unless we determine otherwise, we will only accept applications by individuals and superannuation funds. Go to the Transaction Guide for further information about FATCA.

Indirect Investors

If you are an Indirect Investor, you must complete the documentation which your IDPS operator requires.

All investors

Under the Fund's constitution we can accept or reject investments into the Fund at any time and are not required to give any reason or grounds for such a refusal. To address money laundering and terrorism risks, verification of each investor's identity is a prerequisite for all new investors. If we do not receive all valid documents with your relevant application form we may not be able to commence your investment or may not process any future withdrawal requests until we receive the required documents.

Cooling-off rights

If you are a retail investor as defined in the Corporations Act 2001 (Cth), you may have a cooling-off right whereby you can change your mind about your investment in the Fund and ask for your money to be repaid. This cooling-off right must be exercised within 14 days from the earlier of:

- when you receive confirmation of your investment; and
- the end of the fifth business day after the day on which your units were issued or sold to you.

No cooling-off period applies to an investment placed through an IDPS operator.

You should seek advice from your financial adviser or IDPS operator about the cooling-off rights (if any) that might apply to your investment in your IDPS.

Complaints

As part of our commitment to providing quality service to our investors, we endeavour to resolve all complaints quickly and fairly. Our policy is to acknowledge any complaint immediately after receiving it and investigate, properly consider and decide what action (if any) to take and provide a final response to you within 45 days (30 days in relation to privacy complaints). If you have a particular complaint regarding your investment, please do not hesitate to contact us by calling or writing to us.

Indirect Investors must send all complaints in writing to their IDPS operator.

You should read the important information about 'How to exercise cooling-off rights' and 'Additional information about making a complaint' in the AIB before making a decision. Go to www.fidante.com.au/TGEF_AIB.pdf. The material relating to 'How to exercise cooling-off rights' and 'Additional information about making a complaint' may change between the time when you read this PDS and the day when you acquire the product.

9. Additional information

mFund Settlement Service

mFund is a settlement service developed by the Australian Securities Exchange (ASX). It is an electronic processing system for settling transactions of unlisted managed funds through the Clearing House Electronic Subregister System (CHESS) and is designed to replace the traditional paper application process for unlisted managed fund transactions. This Fund is currently only open through the mFund Settlement Service to individuals and Self-Managed Super Funds (SMSFs).

Indirect Investors

Investors accessing the Fund through an investor directed portfolio service (IDPS) or IDPS-like scheme (known commonly as a master trust or wrap account) may use, or be given, this PDS when deciding to invest in the Fund. These investors are referred to as Indirect Investors.

Indirect Investors do not become unitholders in the Fund, nor do they acquire the rights of a unitholder. The operator of the IDPS (IDPS operator) acquires those rights and can exercise or decline to exercise them on behalf of Indirect Investors. Indirect Investors do not receive distributions or reports directly from us, nor do they directly participate in investor meetings or the winding up of the Fund if this were to occur. Indirect Investors should direct all their enquiries and complaints to their financial adviser or the IDPS operator, not to us.

In addition to reading this PDS, Indirect Investors should carefully read the IDPS operator's offer document, which explains the service and the fees payable by the Indirect Investor to the IDPS operator. To invest, Indirect Investors need to complete the documentation which their IDPS operator requires.

Privacy

We collect, use and disclose personal information to:

- process your application;
- provide and administer your investment and send you information;
- improve and personalise our products and services;
- conduct product and market research;

- inform you about other products and services that may be useful to you; and
- comply with our obligations under the law, including with respect of anti-money laundering, financial services and taxation laws.

We collect personal information from you and, if relevant, from your financial adviser or nominated broker. We may take steps to verify the information collected. Where you provide us with personal information about someone else (for example, your power of attorney, or related persons including the beneficial owners connected with your investment) you must have their consent to provide their personal information to us.

If you decide not to provide certain information, we may not be able to process your investment or future withdrawal requests, or will have to deduct tax from any distributions payable to you at the highest marginal tax rate plus the Medicare levy (and any other levies we are required to deduct, from time to time). Further information is available in the Additional Information booklet.

Disclosing your information

We disclose your information to your financial adviser and/or nominated broker. In addition, we may disclose information we hold about you:

- if you consent to the disclosure;
- if the disclosure is required or authorised by law;
- to organisations acting on our behalf (for example, sending your statements);
- to professional service firms that provide services to us such as legal and audit services, or data or information services;
- to related companies and/or the investment manager that may also provide you with a financial product or financial service;
- to electronic identity verification service providers, in order for identity information (about you or related persons connected with your investment) to be verified against

- relevant government and other databases, for the purpose of complying with anti-money laundering laws; or
- otherwise in accordance with our privacy policy.

We do not disclose personal information to recipients in foreign jurisdictions.

From time to time we or our related companies may contact you to tell you about other products and services that might be useful to you, including financial, superannuation, investment, insurance and funds management products and services. Please contact us (our details are noted in this PDS) if you do not want to receive any of this kind of marketing material.

For how you can correct or update the personal information we hold about you refer to 'Keeping us informed' in the Additional Information booklet. Our privacy policy also contains this information as well as further details about our handling of personal information and about how you can request access to it or lodge a complaint if you believe your personal information has been misused, and how we deal with complaints.

You can obtain a copy of our privacy policy at www.fidante.com.au or by contacting us.

You should read the important information about 'Monitoring your investment' in the AIB before making a decision. Go to www.fidante.com.au/TGEF_AIB.pdf. The material relating to 'Monitoring your investment' may change between the time when you read this PDS and the day when you acquire the product.

Related parties

We may enter into transactions with, and use the services of, any of our related bodies corporate (as defined in the Corporations Act 2001 (Cth)). Such arrangements will be based on arm's length commercial terms.

We or any of our related bodies corporate, or any director, officer or employee of any of them may invest in the Fund.

Contact details

Phone	Investor Services team 13 51 53 (during Sydney business hours) or +612 9994 7000 from outside Australia (during Sydney business hours)
Email	info@fidante.com.au
Fax	02 9994 6666
Mail	Fidante Partners Reply Paid 86049 Sydney NSW 2001
Website	www.fidante.com.au