



## FINANCIAL SERVICES GUIDE

Aleda Capital Pty Ltd

Corporate Authorised Representative of HLK Group Pty Ltd

AFSR - 463322

AFSL – 435746

VERSION 4.6

24<sup>th</sup> of June 2019



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## 1. Issue Date

This Financial Services Guide (“FSG”) is dated 24<sup>th</sup> of June 2019 and replaces all previous versions.

## 2. Purpose and Contents of this FSG

This FSG is an important document and is designed to provide you with important information regarding our services to consider before deciding whether to use our financial services or products. The FSG is designed to provide you with an understanding of what to expect from our relationship and includes the following:

- who we are and how you can contact us
- who is my adviser
- the financial services we are authorised to provide
- the costs of our services, how we are remunerated for these services and how we pay our representatives
- any (potential) conflicts of interest we may have and
- our internal and external dispute resolution process

If you choose to use any of our financial services and products, you may also receive other important documents. These documents may include a statement of advice and product disclosure statements.

If you would like further information on any of these matters, please ask us.

## 3. Name of Service Provider and Contact Details

The authorising licensee is HLK Group Pty Ltd ABN 93 161 284 500 (“HLK”), and the Principal Contact there is Jason Holdsworth, Director/Responsible Manager.

**HLK Group Pty Ltd**  
**Suite 804, 3 Spring Street**  
**Sydney NSW 2000**  
**Tel: 1300 669 605**  
**Email: [info@hlkgroup.com.au](mailto:info@hlkgroup.com.au)**  
**Web: [www.hlkgroup.com.au](http://www.hlkgroup.com.au)**

## 4. Australian Financial Services License (“AFSL”) details & Financial Services provided

HLK holds an AFSL [Number 435746] and is authorised to deal in and provide general and/or personal financial product advice in relation to the following:

- deposit and payment products
- derivatives
- foreign exchange contracts
- debentures, stocks or bonds issued or proposed to be issued by a government
- interests in managed investment schemes limited to Managed Discretionary Account service
- securities

**to retail and wholesale clients.**

HLK can undertake trades pursuant to client instructions (non-discretionary) or manage such investments on their behalf (discretionary) utilising a comprehensive range of financial products and services.



## 5. Method of providing financial services

If you wish to utilise our services you may issue us with instructions in any of the following ways:

- in person
- via the telephone (please note that telephone calls may be tape recorded)
- in writing (including email or facsimile, where authorised by HLK). You must check and confirm with us that instructions sent via email or facsimile have in fact been received by us.

Depending on whether the MDA Contract either states that we are to exercise any rights in relation to financial products and securities that you hold through our MDA service or merely communicate to you your ability to exercise such rights, we will communicate with you in this regard using either or a combination of the methods listed above. Please see page 6 of the Investment Program for information on our policy for communicating margin calls and closing out loss positions.

## 6. Who is My Advisor

HLK has authorised Corporate Authorised Representatives (Companies) and Authorised Representatives (Individuals) to provide financial services. As the licensee, HLK is responsible for the advice you receive from our advisers and us.

The details of your Corporate Authorised Representative are:

**Name:** Aleda Capital Pty Ltd  
**ABN:** 62 159 134 264  
**AFSR no:** 000463322  
**Address:** Suite 804, 3 Spring St, Sydney NSW 2000  
**Tel:** 1300 721 224  
**Email:** [info@aledacapital.com](mailto:info@aledacapital.com)

Aleda Capital Pty Ltd is authorised, as well as its nominated representatives by HLK to deal in and provide financial product advice in relation to the following:

- deposit and payment products
- derivatives
- foreign exchange contracts
- securities
- interests in managed investment schemes; limited to Managed Discretionary Account (“MDA”) services

to retail and wholesale clients.

To the extent that we authorise our representative to do so, your adviser can help you to apply for the financial products referred to above and can also give you financial product advice in relation to them. If your adviser is unable or unwilling to provide you with advice or services in respect of certain products, the adviser will refer you to another representative of HLK, who should be able to assist you.

## 7. Nature of Advice

### General financial advice

There may be times we offer you general financial advice. You should note that general financial advice does not relate specifically to you and therefore may not be appropriate to your particular financial needs, objectives and financial circumstances. You need to take this into account before deciding whether or not to act on it. This FSG contains general information. If you have further questions after reading it please contact us.



### Personal financial advice

If we provide you with personal financial advice, then you will initially receive a Statement of Advice (SOA) when, or as soon as practical after the advice is given. This statement will set out the advice, the basis on which the advice was given and any remuneration or other benefit that we, including our representatives and associates, may receive. We will also include details of any matter that might reasonably be expected to be capable of influencing us in providing this advice.

If you maintain an advice relationship with us, then generally we will not provide an SOA for further advice situations unless there have been significant changes to either your personal circumstances or the basis of the advice since your last SOA was provided. In these circumstances however, we are still required to keep a Record of Advice (ROA). You have the right to request a copy of your SOA or ROA at any time.

We will maintain a record of your personal profile including details of your objectives, financial situation and needs. We also maintain records of any recommendations made to you. For information on how to access these records, please refer to the section 'Privacy'.

We will not give you personal advice in our regular updates, research reports or marketing material, when you visit our website, or contact our Client Services team.

## 8. Documentation

HLK will provide clients with the following documentation where applicable:

### Transaction Documentation:

HLK will provide clients with the relevant documentation to facilitate requested transactions (i.e. client agreement, terms & conditions and confirmation).

### Factual information/Deal execution only:

HLK can provide you with factual information and research, and facilitate execution only requests.

### Product Disclosure Statements:

If we make a recommendation for you to acquire a particular financial product or offer to provide or arrange for the provision of a particular financial product, you should also receive a **Product Disclosure Statement** which contains important information regarding the features, benefits, risks and fees applicable to investment in such product, and should be read carefully to enable you to make an informed decision about whether to acquire or utilise such products.

### Statement of Advice (SoA):

A SoA is a document that sets out your situation, goals and your adviser's financial recommendations. If you are a retail client, you will normally receive a SoA when we provide you with personal advice that takes into consideration your personal objectives, financial situation and needs. The SoA will contain:

- the advice (including advice on which investment strategy under the MDA service is most appropriate to your personal circumstances)
- the basis on which it was given
- the identity of the person(s) advising you
- information about fees, commissions and associations related to the provision of this advice.

The MDA adviser will provide you with a SoA and this may be HLK or an authorised representative of HLK.

### Record of Advice (RoA):

On an ongoing basis, a Record of Advice (ROA) will be provided instead of an SOA if there have been no significant changes in your personal circumstances and/or the basis of the advice has not significantly



changed since your last SOA was provided. You have the right to request a copy of your SOA or ROA for up to seven years after the advice has been given. Your request can be made in writing or verbally.

### **Annual Investor Statement (AIS):**

An AIS is a report which provides a comprehensive summary of your MDA. If you are a retail client, you will receive an AIS for each financial year. The AIS will contain:

- transaction summary of each MDA
- annual auditor's report
- a copy of the annual review of the Investment Program
- SoA and RoA which were given
- the total management costs, and any other fees and costs associated with the MDA services provided to you, over the relevant reporting period

## **9. Managed Discretionary Account (MDA)**

This FSG complies with the conditions of MDA relief extended to MDA Service providers by ASIC in accordance with ASIC Corporations (Managed Discretionary Account Services) Instrument 2016/968 and ASIC Regulatory Guide RG179. HLK provides an MDA service that enables clients to delegate the investment management and trading discretion for exchange traded and over-the-counter securities and derivatives transactions, to HLK. This means HLK will invest in financial products on your behalf without prior reference to you for each individual transaction.

All securities and financial investments involve risks. HLK has an effective risk management system in place to ensure that all risks are recognised and measures to minimise the risks are implemented. HLK maintains a focused approach to risk management by monitoring regularly.

The significant risks associated with investing through the MDA service include:

- Investment objective risk, risk that an investor's objectives will not be met by the MDA. Authority may be used to invest in assets which may not suit your objectives, needs and risk level or may be unsuitable from a social or ethical position.
- Manager risk, the risk that the manager will not achieve its performance objectives or not produce returns that compare favourably against its peers. Past performance results are not necessarily indicative of future performance.
- Concentration risk, the reliance on a group of securities, instruments or asset class that may significantly affect the performance of your portfolio.
- Product Risk, the risks for clients in utilising the MDA service also include those existent in non-discretionary dealings in exchange traded and over-the-counter securities and derivatives transactions. These risks are referred to in the Product Disclosure Statement (PDS) of the relevant financial product. The PDS should be carefully read and reviewed before acquiring the product. Derivatives carry a high level of risk to your capital and you should only trade with money you can afford to lose.
- Counterparty risk, risk of loss due to a counterparty not honouring a financial commitment which may cause the value of the MDA to fall. Counterparties include brokers, settlement houses, banks and other authorised deposit taking institutions.
- Market risk, changes in the prices of investments that may result in loss of principal or large fluctuations in the valuation of your investment within short periods of time. Factors that drive changes in asset prices include changing profitability of companies and industries, economic cycles and conditions, volume of security issuances, investor demand levels, business confidence and government central bank policies.
- Volatility risk, the potential for the price of your portfolio to vary sometimes distinctly over a short period of time. The greater the volatility of the returns the more likely it is the returns will differ from those expected over a given time period.



- Liquidity Risk, when particular investments are difficult to purchase or sell preventing closing out a position or re-balancing within a timely period and at a fair price.
- Inflation risk, the risk that the prices of goods and services will rise faster than the value of the investments.
- Company specific risk, investment in a company's securities is subject to risk of that particular company's performance due to factors that are relevant and applicable to the company, the sector of the market to which the company belongs, or the equity market generally. Where it has exposure to that security it may affect the performance of the MDA.
- Regulator risk, changes of law and other statutory restrictions, including but not limited to taxation and corporate regulatory laws, practice and policy.
- Key Employee Risk, relevant service providers employ specialist investment personnel who have responsibility for implementing the investment process. If key investment staff were to leave this would be destabilising and could lead to falls in the value of the MDA and in extreme circumstances could lead to the termination of the MDA. We actively develop alternative MDA strategies and are continually seeking new specialist investment personnel to mitigate key employee risk.
- Business Continuity Management, is a fundamental part of our ability to protect our staff and fulfil our fiduciary responsibilities to clients in protecting against business continuity risk. We maintain Crisis Response and Business Recovery Plans to facilitate the management of any incident which has the potential to harm our staff, damage our premises or disrupt our business.
- Strategy Risk, the risk that the investment processes of the MDAs do not successfully reproduce historical or intended results. This may have an adverse effect on the performance of the invested MDAs. The asset allocation process involved in the MDAs is entirely driven by the underlying quantitative model. The investment decisions are implemented via a strict framework of rules and limits, so no arbitrary discretionary investment decisions occur in the process.
- Currency Risk, the MDAs' assets may be exposed to currencies other than Australian dollars. The value of such investments may be affected favourably or unfavourably by fluctuations in exchange currencies. In all cases, back-testing for quantitative efficiency for each investment strategy is conducted by normalizing returns for currency fluctuations.
- Leverage Risks in relation to Non-Limited Recourse Products, risks specific to financial products that we will trade on your behalf that operate a margin account are explained in the WARNING section of the Investment Program and you should read and understand this if you choose the Elatus Strategy under the Investment Program.

If you wish to instruct HLK in relation to corporate actions (proxy voting) or otherwise regarding the financial assets held in your MDA portfolio, please contact us via the means detailed in Section 3 of this FSG.

Clients must enter into a formal Client Agreement - MDA Contract ("**MDA Contract**") prior to accessing this service. The MDA Contract provides all relevant communication protocols, and includes an investment program that is prepared in accordance with the requirements in Division 3 of Part 7.7 and Division 2 of Part 7.7A which details the following:

- the nature and scope of the discretions that HLK will be authorised and required to exercise under the MDA Contract and the investment strategies under the Investment Program that will be applied in exercising those discretions;
- any significant risks associated with the MDA Contract;
- the basis on which we consider the MDA Contract suitable for you; and
- warnings about any applicable limitations relating to the MDA Contract (particularly in relation to whether the MDA Contract is suitable for you and whether this suitability could change over time) which you must consider before signing the MDA Contract



All retail clients are required to obtain independent advice prior to entry into such an arrangement, to ensure it is appropriate for their personal financial needs, objectives and circumstances. For MDA services, HLK Group will have to consider your personal circumstances, needs and objective. We will provide you with specific personal advice and issue you with an SOA, Consent to Non-Limited Recourse Products and MDA Contract.

It is important that you provide us with accurate information as the MDA contract may not be suitable for you if you have provided to us limited or inaccurate information relating to your relevant personal circumstances. The MDA contract may also cease to be suitable if your relevant personal circumstances change, therefore it is important that you communicate with HLK if you experience major changes in your circumstances.

HLK's Financial Advisers will review the SOA, MDA Contract and Investment Program at least once every 12 months.

HLK's MDA service does not include custodial or depository services so as a client you will directly hold legal title to the portfolio of assets. Therefore for the service to be implemented, if you hold your MDA assets through a custodian, you will need to authorise HLK as the MDA provider to provide instructions to your external MDA custodian on your behalf (i.e. the custodian who will hold your assets that are covered under the MDA Contract), and enter into a custody agreement with an external MDA custodian to provide custodial or depository services to you and who will act on the MDA provider's instructions in relation to dealing with your portfolio of MDA assets. You should also be provided with, and read and understand, the FSG of the external MDA custodian.

The executing brokers Aleda Capital utilises are:

- **Pepperstone Group Limited** (ACN 147 055 703) (AFSL 414530), Level 5, 530 Collins Street Melbourne VIC 3000, Phone: +61 3 9020 0155
- **Interactive Brokers Australia Pty Ltd** (ABN 98 166 929 AFSL: 245574), Level 40, Grosvenor Place, 225 George Street, Sydney 2000, Phone: +61 2 8093 7300

HLK will provide MDA clients with electronic access to information on a substantially continuous basis detailing your investment portfolio. The information details:

- all transactions effected as part of the MDA service
- the value of the assets in the client's portfolio
- all revenue and expenses (including fees and charges) relating to the MDA service
- a statement of the time at which the information is current

You may also receive Quarterly and Annual Reports summarising the information provided.

### **Withdrawals of Funds / Closing Account**

We strongly believe that your investment account is your property and that you should have the right to withdraw any or all of your funds at any time that you wish. With this being one of our core beliefs, and unlike many other managed investment funds, we don't place restrictions on your right to withdraw your funds at any time (subject to you maintaining sufficient funds to satisfy your margin obligations). We do not charge any exit penalties or fees.

You are able to withdraw your funds directly through the executing broker's funds withdrawal process. The broker will advise you of the time required to process the transaction(s) and any associated fees. Please refer to the PDS provided to you by the executing broker for more details.



In order to protect client accounts from exposure to open positions during a withdrawal process, we require our clients to notify us via email, prior to requesting the withdrawal from the broker, to allow us the opportunity to close all open or pending positions.

### **10. Professional Indemnity Insurance**

In compliance with s912B of the Corporations Act 2001 (Cth), ASIC Corporations (Managed Discretionary Account Services) Instrument 2016/968 and ASIC RG 126, and subject to the terms and conditions we maintain Professional Indemnity Insurance to cover the financial products and services we and our Corporate Authorised Representatives / Individual Representatives / Employees provide, including any claims in relation to the conduct of our former representatives/employees.

### **11. Our record-keeping obligations**

HLK will seek to ensure that comprehensive and accurate records of client profiles, together with all advice/ recommendations provided, are properly maintained.

### **12. Who do we act for?**

HLK is responsible for the financial services we provide to you under our Australian Financial Services License.

HLK is an agent when dealing in Contracts For Difference and margin foreign exchange contracts, i.e. off-market Over-The-Counter (OTC) derivatives. HLK will arrange for another counter-party to issue (in conjunction with HLK) these specific financial products.

HLK may also arrange for you to be supplied with financial services and products issued by non-related product providers. HLK may receive a fee or commission payment from these non-related issuers as a result of you investing in one of their products or services. Any remuneration that HLK may derive is included in the fees and commissions you pay as outlined under the heading “Information about remuneration” – you do not pay extra.

HLK does not act as a representative of any other licensee in relation to the services or products we provide.

### **13. Remuneration/commission/benefits**

HLK is remunerated through the fees and commissions that we charge for the services and products we provide. With certain products, we are also directly remunerated by non-related product issuers through ongoing commissions.

Fees and commissions charged to you will depend on the type of financial product being traded, the frequency of your trading activity, the type and level of service required and the size of the transaction. Rates are subject to negotiation by you with HLK prior to transacting any business. Fees and commissions, once disclosed and agreed, will be charged to your trading account at the time your transaction is executed.

The tables attached in the Annexure to this FSG, provide an indication of our standard commission rates (all quoted exclusive of any Goods and Services Tax plus transaction and exchange fees). These rates are subject to change from time to time.

A detailed description of the fees, charges and commissions payable to HLK for each of the financial products offered by HLK can be found in the Product Disclosure Statement for the relevant financial product.



HLK's employees and directors are remunerated by way of salary and other employee benefits. They may also be eligible for a discretionary bonus that is based on achievement of pre-determined business objectives such as contribution to profit, client service, risk management and leadership/team contribution.

Certain employees, directors and representatives may also receive 0% to 90% of all fees and commissions generated from their clients depending on the level of salary and the aggregate revenue that they earn for HLK. All remuneration paid by you to HLK or to our employees, directors and representatives is included in the fees and commissions disclosed in the tables in section 18.

HLK is also entitled to retain any interest it earns on client money held in the segregated accounts it must maintain pursuant to the Corporations Act. The provider of each segregated account determines the rate of interest.

A service provider who may receive financial or non-financial benefits from us may have referred you to us. The service provider in question should have disclosed these to you. Please note that such benefits will not impact transaction fees or the rates you will be offered for financial products or services undertaken with HLK.

#### **14. Disclosure of any relevant conflicts of interest**

HLK will advise you of any material interest that could reasonably be expected to influence our recommendation of a financial product to you either, verbally or within an SOA or ROA. We manage, and will clearly disclose any conflicts that we believe may influence our advice.

#### **15. Dispute Resolution**

HLK has an internal dispute resolution process in place to resolve any complaints or concerns you may have, quickly and fairly. Any complaints or concerns should be directed to the Complaints Officer (by telephone, facsimile, or letter) at the address and telephone numbers provided in Section 3 of this FSG, or by email to [compliance@hkggroup.com.au](mailto:compliance@hkggroup.com.au).

We will provide acknowledgement of receipt of written complaints within 5 business days, and seek to resolve and respond to complaints within 30 business days of receipt. We will investigate your complaint, and provide you with our decision, and the reasons on which it is based, in writing.

If an issue has not been resolved to your satisfaction, you can lodge a complaint with the Australian Financial Complaints Authority, or AFCA. AFCA provides fair and independent financial services complaint resolution that is free to consumers.

#### **AFCA**

Website: [www.afca.org.au](http://www.afca.org.au)

Email: [info@afca.org.au](mailto:info@afca.org.au)

Telephone: 1800 931 678 (free call)

In writing to: Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001



## **16. Privacy**

HLK Group Pty Ltd respects your right to the privacy of your personal information. Any personal information provided by you to HLK Group will be handled in accordance with our privacy policy. Our privacy policy details how we comply with the requirements of the Privacy Act 1988 (Cth) in the handling of your personal information.

A copy of that policy can be obtained by visiting the HLK Group website at [www.hlkgroup.com.au](http://www.hlkgroup.com.au) or asking your adviser.

## **17. Anti-Money Laundering and Counter Terrorism Finance Act**

As a financial service provider, we have an obligation under the Anti-Money Laundering and Counter Terrorism Finance Act to verify your identity and the source of any funds. This means that we will ask you to present identification documents such as passports and driver's license. We will also retain copies of this information. We assure you that this information will be held securely. We cannot provide you with services if you are unwilling to provide this information.



**18. Annexure to Financial Services Guide Dated 24<sup>th</sup> of June 2019 – Fees and other costs**

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**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](http://www.moneysmart.gov.au)) has a managed funds fee calculator to help you check out different fee options.

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This document shows fees and other costs that you may be charged. These fees and costs may be deducted from your money, from the returns on your investment or from your assets held under our MDA service.

You should read all the information about fees and costs because it is important to understand their impact on your investment.

The table on the following page shows you the fees and charges that maybe charged to you as a client.

Unless otherwise stated, the fees quoted in this IP are inclusive of tax.



MDA Provider – HLK Group Pty Ltd

MDA Investment Manager - Aleda Capital - Corporate Authorised Representative (CAR No. 463322)

Strategy Name – Utilis

Investment Universe – ASX Listed ETFs

<b>HLK Managed Discretionary Account</b>		
<b>Type of fee or cost</b>	<b>Amount</b>	<b>How and when paid</b>
<b>Fees when your money moves in or out of the MDA account</b>		
<i>Advice fee:</i>	Nil	N/A
<i>Establishment fee</i> The fee to open your investment	Nil	N/A
<i>Contribution fee</i> The fee on each amount contributed to your investment	Nil	N/A
<i>Withdrawal fee</i> The fee on each amount you take out of your investment	Nil	N/A
<i>Exit fee</i> The fee to close your investment	Nil	N/A
<b>Management costs</b>		
<i>Management fee</i>	1% p.a of MDA equity value	Charged monthly
The other fees and costs for managing your investment	Nil	N/A
<b>Service fees</b>		
<i>Switching fee</i> The fee for changing investment options	Nil	N/A
<b>Additional Fees and Costs</b>		
Performance Fee	Nil	
Brokerage/ Commission	0.34% of transaction value increased from 0.08% with a minimum of \$8 increased from \$6	Per transaction
Other Costs charged by executing brokers	Account Service Fee charged by executing brokers such as costs for executing trade transactions will be automatically deducted from client account as they are incurred. For details, please refer to Product Disclosure Statement provided by executing brokers.	



MDA Provider – HLK Group Pty Ltd

MDA Investment Manager - Aleda Capital - Corporate Authorised Representative (CAR No. 463322)

Strategy Name – Edulis

Investment Universe – ASX Listed ETFs

<b>HLK Managed Discretionary Account</b>		
<b>Type of fee or cost</b>	<b>Amount</b>	<b>How and when paid</b>
<b>Fees when your money moves in or out of the MDA account</b>		
<i>Advice fee:</i>	Nil	N/A
<i>Establishment fee</i> The fee to open your investment	Nil	N/A
<i>Contribution fee</i> The fee on each amount contributed to your investment	Nil	N/A
<i>Withdrawal fee</i> The fee on each amount you take out of your investment	Nil	N/A
<i>Exit fee</i> The fee to close your investment	Nil	N/A
<b>Management costs</b>		
<i>Management fee</i>	1% p.a of MDA equity value	Charged monthly
The other fees and costs for managing your investment	Nil	N/A
<b>Service fees</b>		
<i>Switching fee</i> The fee for changing investment options	Nil	N/A
<b>Additional Fees and Costs</b>		
Performance Fee	Nil	
Brokerage/ Commission	0.34% of transaction value increased from 0.08% with a minimum of \$8 increased from \$6	Per transaction
Other Costs charged by executing brokers	Account Service Fee charged by executing brokers such as costs for executing trade transactions will be automatically deducted from client account as they are incurred. For details, please refer to Product Disclosure Statement provided by executing brokers.	



MDA Provider – HLK Group Pty Ltd

MDA Investment Manager - Aleda Capital - Corporate Authorised Representative (CAR No. 463322)

Strategy Name – Elatus

Investment Universe – Margin FX

<b>HLK Managed Discretionary Account</b>		
<b>Type of fee or cost</b>	<b>Amount</b>	<b>How and when paid</b>
<b>Fees when your money moves in or out of the MDA account</b>		
<i>Advice fee:</i>	Nil	N/A
<i>Establishment fee</i> The fee to open your investment	Nil	N/A
<i>Contribution fee</i> The fee on each amount contributed to your investment	Nil	N/A
<i>Withdrawal fee</i> The fee on each amount you take out of your investment	Nil	N/A
<i>Exit fee</i> The fee to close your investment	Nil	N/A
<b>Management costs</b>		
<i>Management fee</i>	2% p.a of MDA equity value	Charged monthly
The other fees and costs for managing your investment	Nil	N/A
<b>Service fees</b>		
<i>Switching fee</i> The fee for changing investment options	Nil	N/A
<b>Additional Fees and Costs</b>		
Performance Fee	20% of performance in excess of the high water-mark  Performance Fee is charged monthly on profits using a high water-mark. The high-water mark is calculated from the highest Net Asset Value/Equity after a performance fee has been charged.	
Brokerage/ Commission	Rebate 0.5 pips (Round Turn)	Per transaction
Other Costs charged by executing brokers	Account Service Fee charged by executing brokers such as costs for executing trade transactions will be automatically deducted from client account as they are incurred. For details, please refer to Product Disclosure Statement provided by executing brokers.	



### Example of MDA fees – Utilis and Edulis Strategy

This table gives an example of how the fees for the MDA service can affect your investment over a 1 year period implementing Utilis or Edulis Strategy. You should use this table to compare this product with other MDA services.

EXAMPLE		EQUITY OF \$50,000 WITH A CONTRIBUTION OF \$5,000 DURING YEAR
Contribution Fees	Nil	For every additional \$5,000 you put in, you will not be charged.
<b>PLUS</b> Management Fee	1% p.a. calculated and charged monthly	For every \$50,000 equity you have in the investment you will be charged \$500 <sup>A</sup> each year as a management fee, assuming average equity is \$50,000 for the period. Management fee will be applied monthly which is \$41.67 per month.
<b>AND</b> Commission	Cost of buying or selling securities including ETFs	Estimated commission of 0.05% p.a. for every \$50,000 equity you have in the investment you will be charged \$25.5 each year as commission due to periodical rebalancing <sup>B</sup> . \$6 out of \$25.5 is commission charged by the executing brok्रे and the rest is commission mark up charged by Aleda Capital.
<b>EQUALS</b> Fees charged by Aleda Capital and executing broker		If you had an investment of \$50,000 at the beginning of the year and you put in an additional \$5,000 during the year, you will incur a total cost of \$525.5 each year comprising a management fee of \$500 and a commission of \$25.5 <sup>C</sup> .  <b>What it costs you will depend on the investment option you choose and the fees you negotiate.</b>

A The example assumes management fee are calculated on an equity of \$50,000 with the \$5,000 contribution occurring at the end of the year. Thus management fee is calculated using the \$50,000 equity.

B The example includes an estimation of commission of 0.05% p.a. based on an assumption that 15% of portfolio value is rebalanced each year. However, the actual commission (if any) will depend on a number of factors such as when you start your investment and if rebalance occurs in an year. Aleda Capital requests a commission of 0.34% of transaction value increased from 0.08% with a minimum of \$8 increased from \$6. Estimation of commission provided may not be a reliable indicator of future commission of the MDA. As of 14th of November 2018, MDAs implementing Utilis or Edulis Strategy haven't been rebalanced since last 18 months.

C The exact amount of fees charged by the MDA Investment Manager may differ and are dependent on a number of factors, particularly the timing and actual performance of the MDA. Generally, the greater the performance of the MDA, the greater the management fee.



### Example of MDA fees – Elatus Strategy

This table gives an example of how the fees for the MDA service can affect your investment over a 1 year period implementing Elatus Strategy. You should use this table to compare this product with other MDA services.

EXAMPLE		EQUITY OF \$50,000 WITH A CONTRIBUTION OF \$5,000 DURING YEAR
Contribution Fees	Nil	For every additional \$5,000 you put in, you will not be charged.
<b>PLUS</b> Management Fee	2% p.a. calculated and charged monthly	For every \$50,000 equity you have in the investment you will be charged \$1,000 <sup>A</sup> each year as a management fee, assuming average equity is \$50,000 for the period. Management fee will be charged monthly which is \$83.33 per month.
<b>AND</b> Performance Fee	20% of performance in excess of the high water-mark	Estimated performance fee of 1.96% p.a. for every \$50,000 equity you have in the investment you will be charged \$982 each year as a performance fee <sup>B</sup>
<b>AND</b> Swap	Revenue or cost for holding a position overnight	Estimated swap of 3.41% p.a. for every \$50,000 equity you have in the investment you will be charged \$1,706 each year as a swap <sup>C</sup> .
<b>EQUALS</b> Fees charged by Aleda Capital and executing broker		If you had an investment of \$50,000 at the beginning of the year and you put in an additional \$5,000 during the year, you will incur a total cost of \$3,688 each year comprising a management fee of \$1,000, a performance fee of \$982 and a swap of \$1,706 <sup>D</sup> .  <b>What it costs you will depend on the investment option you choose and the fees you negotiate.</b>

A The example assumes management fee are calculated on an equity of \$50,000 with the \$5,000 contribution occurring at the end of the year. Thus management fee is calculated using the \$50,000 equity.

B The example includes an estimation of performance fee of 1.96% p.a. based on performance during the period 1 July 2017 to 30 June 2018. However, the actual performance fee (if any) will depend on the performance of the MDA. Estimation of performance fee provided may not be a reliable indicator of future performance fees of the MDA.

C The example includes an estimation of swap of 3.41% p.a. based on account activities during the period 1 July 2017 to 30 June 2018. However, the actual swap (if any) will depend on a number of factors such as the length of position and whether the position is short or long. Swap could also be revenue paid by Pepperstone. Aleda Capital does not receive any part of swap. Estimation of swap provided may not be a reliable indicator of future swap revenue or cost of the MDA.



D The exact amount of fees charged by the MDA Investment Manager may differ and are dependent on a number of factors, particularly the timing and actual performance of the MDA. Generally, the greater the performance of the MDA, the greater the management fee and performance fee.

\* Additional fees may apply:

Brokerage or commission for transactions made at Aleda Capital and HLK Group's discretion as part of the MDA service will affect your returns. Please refer to the executing broker's PDS for more details.

### Additional Explanations of Fees and Costs

#### How are performance fees calculated?

Performance fees will be charged monthly at a rate of 20% on profits using a high water-mark. The high-water mark is calculated from the highest Net Asset Value ("NAV") after a performance fee has been charged. NAV is equivalent to Equity which takes into account any floating profit or loss from open positions. The high water-mark is updated whenever

- A deposit or withdrawal is made
- A performance fee is calculated

If you continue your MDA(s), performance fee is calculated at the end of each month. If you terminate or cease your MDA(s) during the month, performance fee is calculated after your MDA(s) is fully converted back to cash and that should take around 2 business days.

Date	1st of March	31st of March	30th of April	31st of May
Net Asset Value (NAV)	\$100,000	\$110,000	\$105,000	\$118,000
Profit (Loss)	-	\$10,000	-\$3,000	\$13,000
Performance Fee	-	\$2,000	-	\$2,000
NAV After Performance Fee	\$100,000	\$108,000	\$105,000	\$116,000
High-water Mark	\$100,000	\$108,000	\$108,000	\$116,000

Above is an example how Aleda Capital's performances fees are calculated and charged. The above example assumes that \$100,000 was invested. If the Managed Account had achieved a return of 10% for the month, your account would now be at \$110,000. The performance fee for the first month would be calculated on the profit (the performance fee is 20%) therefore \$2,000 is charged to the account. This now leaves the high water-mark at \$108,000.

If in the second month of trading, the managed account made a net loss of \$3,000, there would be no performance fee paid. However the high-water mark would remain at \$108,000 as this remains the highest level after a performance fee has been taken.

In the third month the Managed Account returns to profitability, and returned \$13,000 for the month, the equity would now be at \$118,000. However since the high-water mark is at \$108,000, the performance fee is only charged on the profit above the high water mark. i.e. 20% of \$10,000 instead of 20% of \$13,000.



All fees and charges are including GST. Performance fees are separate from and additional to management costs. Management fee will not affect the calculation of high water-mark. If you need further clarification of how the performance fee works, please speak to us for additional clarification.

### Management Fee

Aleda Capital has a management fee of 1% p.a. on Utilis MDA and Edulis MDA, and 2% p.a. on Elatus MDA. Management fee is charged monthly.

The account management fee is calculated from the Net Asset Value (NAV). Net asset value is the book value or equity in your account. Aleda Capital calculates this based on monthly average NAW and charges that monthly. An example can be found below.

Management Fee Calculation	
Average Net Asset Value (NAV) of the month	\$100,000
Annual Management Fee	2% p.a.
Monthly %	0.16667%
Monthly Management Fee	\$166.67

### Commission Mark Up – Utilis Strategy and Edulis Strategy

Aleda Capital requests additional commission mark-up on Utilis Strategy and Edulis Strategy, HLK Group, its authorised representative – Aleda Capital and referrers, the Introducing Broker indicated on your account, earn a part of the commission you are charged by Interactive Brokers Australia. The commission is conflicted remuneration and is considered as indirect cost of your investment. “Indirect Costs” means any amount that the MDA Investment Manager knows will directly or indirectly reduce the return on the MDA. Aleda Capital requests a commission mark-up of 0.26% (i.e. an increase from 0.08% to 0.34% with minimum amount increased from \$6 to \$8) per order on your account. That reduces the return on the MDA and is an indirect cost.

For instance, the commission is paid when your MDA implements Utilis Strategy. If Aleda Capital buys 400 units of ETFs at \$50 share price in your account, you will be charged  $\$50 \times 400 \times 0.34\% = \$68$  as total commission. \$52 out of \$68 will be paid to Aleda Capital due to commission mark up and the rest is charged by Interactive Broker Australia as commission. The \$52 commission will be split and paid to HLK Group as the licensee and your referrer that introduced you to Aleda Capital.

### Estimating and Quantifying the Impact of Commission Mark Up as a cost of MDA – Utilis Strategy and Edulis Strategy

Estimated Annualised Percentage of Investment\*

Utilis Strategy	Edulis Strategy
0.34% of transaction value increased from 0.08% with a minimum of \$8 increased from \$6	0.34% of transaction value increased from 0.08% with a minimum of \$8 increased from \$6
0.04%*	0.04%*
*For instance, MDA implements Utilis Strategy investing \$50,000 will approximately incur a cost of \$19.5 due to commission mark up in a year of rebalancing.	
An estimation of commission mark up of 0.04% p.a. is based on an assumption that 15% of portfolio value is rebalanced each year. However, the actual commission (if any) will depend on a number of	



factors such as when you start your investment and if rebalance occurs in an year. Aleda Capital requests a commission of 0.34% of transaction value increased from 0.08% with a minimum of \$8 increased from \$6. Estimation of commission provided may not be a reliable indicator of future commission of the MDA.

### **Commission – Elatus Strategy**

Although Aleda Capital does not request additional spread mark-up or commission mark-up, HLK Group, its authorised representative – Aleda Capital and referrers, the Introducing Broker indicated on your account, earn a part of the commission you are charged by the executing broker(s). Although the commission is not earned via mark-up, it is still considered as conflicted remuneration. Please refer to Remuneration Consent for more details. The commission rate on each MDA has been stated clearly.

For instance, the commission is paid by Pepperstone when your MDA implements Elatus Strategy. If Aleda Capital closes a position that trades a standard lot of EURAUD (i.e. \$100,000) in your account, Aleda Capital receives \$5 AUD from Pepperstone. The \$5 commission will be split and paid to HLK Group as the licensee and your referrer that introduced you to Aleda Capital.

### **Fees charged by executing brokers**

As Aleda Capital has chosen to partner with Interactive Brokers Australia and Pepperstone to execute investment positions, all clients are required to open an account(s) depending on the investment strategy you wish to proceed. Interactive Brokers Australia and Pepperstone charges fees on the accounts such as commission, swap and buy-sell spread. We strongly encourage clients to read Product Disclosure Statements provided by them when you submit your account application.

### **How are fees recovered?**

Clause 9.3 of the MDA Contract states that the client instructs and authorises the Clearing Broker to pay to HLK all management fees and/or performance fees from the client's account upon receipt of a statement from HLK, without any requirement on the part of the Clearing Broker to review or verify that statement.

### **Fee changes**

Under clause 9.2 of the MDA Contract, the MDA Manager will give the Client at least 30 days' prior notice in writing of increases to the fees. In relation to a change that is not an increase in fees or charges, the MDA Manager will give the Client prior notice in writing of a material change. The changes will take effect from the expiration of the notice period and the fees set out in the Financial Services Guide, the Statement of Advice and this Agreement will be deemed to be automatically amended in accordance with the notice.

### **Taxation**

**WARNING: Investing in a managed investment scheme such as MDA service may have tax consequences.** Aleda Capital does not provide any tax advice and you are strongly advised to seek professional tax advice. The taxation implications of investing in MDAs can be complex and depend on a number of factors, including whether you are a resident or non-resident of Australia for taxation purposes.



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