



# Portfolio Service

ShawandPartners  
an EFG company

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## Shaw and Partners Limited

Shaw and Partners is one of Australia's preeminent investment and wealth management firms.

With a national presence and \$16 billion of assets under advice, Shaw and Partners offers the intimacy of a boutique investment firm with the resources and scale of a major financial group.

We are privately owned and client focused, having helped our clients manage and grow their financial assets for over 30 years. Our emphasis on integrity has enabled us to achieve very high levels of client satisfaction, while unlocking opportunities of significant value.

Backed by fresh thinking, robust research and some of the nation's best investment and wealth experts, our business has been designed to meet the growing needs of our clients. Shaw and Partners offers access to an extensive team of private client advisers, institutional sales and trading specialists, market leading research analysts and strategic corporate financiers.

By working closely with clients and targeting their needs, we have forged strong long-term relationships. So, whether you are an ordinary investor, high net worth individual, charity, institution or corporate, our goal is simple: to listen to you, then act according to your needs alone.

We welcome you to Shaw and Partners. Your partners in building and preserving wealth.

# Welcome

Shaw is pleased to provide you with the information and documents necessary to move the reporting for your Client Account onto Shaw's Portfolio Service.

## Tailored Advice

At Shaw, we are dedicated to providing you with a tailored, personal service that suits your individual needs. Shaw's core value proposition to you is our advice. Whether you are looking to preserve or grow your capital or generate additional income we can assist the novice or experienced investor.

## Ease Your Administration Burden

The Portfolio Service is a tremendous addition to the advice we provide. The program is designed to remove the administrative burden associated with your investment portfolio. Shaw's Portfolio Service team manage all dealings on your behalf with share registries and banks, record all market investments, movements, realised and unrealised capital gains and income, reconcile your holdings and prepare simple to read comprehensive quarterly and annual reports, which assist in streamlining your tax returns.

## Reporting

The reports compiled by the Portfolio Service team include details of your investment performance, holdings, income, realised and unrealised capital gains among a number of matters that assist in the monitoring and management of your investments. These reports are designed to save you and your accountant time and money. The cost of the service is usually tax deductible.

## Direct Ownership

Shaw's Portfolio Service is designed so that your investments remain registered in your name. Equally, at all times, you maintain control of your investments.

## Working Together

The Portfolio Service enhances your relationship with your Adviser, improving the level of information available to better manage your investments. If you have any queries regarding the Portfolio Service or would like assistance completing the enclosed form, do not hesitate to contact your Adviser. If you do not have a Shaw Adviser, please call Shaw and we will introduce you to one of our highly experienced and qualified professionals.

We look forward to assisting you with your investment needs and making your experience both financially and personally rewarding.

# How to get started

To take advantage of Shaw's Portfolio Service you need to have first opened a Client Account. If you have not yet opened a Client Account, please call your Shaw Adviser to obtain the necessary Client Account documentation including a Client Account Opening Form. Copies are also available on Shaw's website at [www.shawandpartners.com.au](http://www.shawandpartners.com.au).

In order to receive Shaw's Portfolio Service:

- 1 Read and retain** the enclosed Portfolio Service Agreement (Agreement).
- 2 Confirm** that the information you have provided in your Client Account Opening Form is current. If you need to update your information, for example your address, please contact your Shaw Adviser. The information you supply here is in addition to that in your Client Account Opening Form.
- 3 Complete, sign and return** the Portfolio Service Form in the enclosed reply paid envelope. The Portfolio Service Form includes a Limited Power of Attorney, which Shaw will use to provide instructions on your behalf to share registries, your bank and to complete documents in the administration of your Client Account as relates to the Portfolio Service.

## Multiple Accounts

To receive the Portfolio Service across multiple Client Accounts, please ask your Shaw Adviser for additional Portfolio Service Forms. Please execute these forms in the same manner as listed above. A separate Portfolio Service Form must be completed for each Client Account.

Portfolio Service Form

PLEASE COMPLETE THIS FORM USING BLOCK LETTERS AND BLACK OR BLUE PEN

**A ACCOUNT DETAILS**

Client Account Number  
S

Client Account Name

Account Designation  
<  A/C >

**B LIMITED POWER OF ATTORNEY**

This Limited Power of Attorney (POA) is granted, for the purpose of authorising Shaw to undertake all actions and functions necessary on your behalf in connection with the provision to you of the Portfolio Service pursuant to Shaw's Portfolio Service Agreement (Agreement). You hereby appoint Shaw and each of its nominated employees and authorised representatives as your attorney (Attorney) with full power and authority to undertake and perform on your behalf all actions necessary, usual or desirable to enable Shaw to perform all the functions and obligations forming part of the Portfolio Service including (but without limitation):

- (a) applying for, purchasing, subscribing for, selling, transferring and otherwise dealing in shares, derivatives, bank accounts and other cash products, unlisted securities, fixed interest products, managed funds and any other investments (financial products)
- (b) making deposits to and withdrawals from your bank account (Bank Account), including for the settlement of transactions in financial products and the payment of other amounts due to Shaw
- (c) accessing all information (including financial records) in respect of your Bank Account and any other external account and you authorise the relevant financial institutional to provide such access to Shaw
- (d) receiving on your behalf all notices from, and giving instructions to, third parties such as share registries, accountants or solicitors, and
- (e) executing and delivering any document on your behalf that is necessary or incidental to the functions and obligations which are described in the Agreement, authorised in this POA or form part of the Portfolio Service.

You agree to ratify and confirm whatever an Attorney does under and in accordance with this POA and to indemnify each Attorney against all liabilities incurred as a result of such action or omission. In the exercise of the authority conferred under this POA, the Attorney is authorised to execute an assurance or other document or do any other act whereby a benefit is conferred upon the Attorney. This POA commences on the date of execution and will continue until you terminate the Agreement.

*(Continued overleaf)*

## Portfolio Service Form (continued)

### C PORTFOLIO SERVICE FEE

The Portfolio Service Fee payable is  .   % per annum, payable quarterly in accordance with clause 6 of the Agreement, subject to a Minimum Quarterly Fee of \$  ,    plus the applicable GST.

### D CLIENT SIGNATURE

By signing below you:

- grant to Shaw the Power of Attorney as set out in B above
- authorise Shaw to change your registration address to Shaw's address
- agree to pay the Portfolio Service Fee set out in C above, and
- acknowledge that you have read, understood and agreed to be bound by the terms and conditions of the Agreement.

**Each signatory must sign this section before a witness.**

Name of Individual 1/Director/  
Sole Director/Company Secretary

Signature

  
x

Name of Individual 2/Director  
or Company Secretary

Signature

  
x

Name of Individual 3

Signature

  
x

**In the presence of**

Name of Witness

Signature of Witness

  
x

Name of Witness

Signature of Witness

  
x

Name of Witness

Signature of Witness

  
x

Date

DD / MM / YYYY

**Once completed, please return this form to Shaw and Partners.**

OFFICE USE ONLY

**Authorised by Shaw and Partners**

Name of Authorised Person

Signature of Authorised Person

  
x

# Portfolio Service Agreement

## 1. General

- 1.1 This Portfolio Service Agreement (Agreement) sets out the terms and conditions under which Shaw will provide you with the Portfolio Service.
- 1.2 The Agreement supplements, and should be read together with, the terms and conditions set out in the Client Agreement. By agreeing to be bound by this Agreement, you:
  - (a) acknowledge that you have read and understood Shaw's current Client Agreement, Shaw's Financial Services Guide and Shaw's Clearing Participant's Financial Services Guide, which can be found at [www.shawandpartners.com.au](http://www.shawandpartners.com.au) or provided to you by your Adviser on request, and
  - (b) agree to be bound by the terms and conditions of the Client Agreement.
- 1.3 If you trade in derivatives products, by agreeing to be bound by this Agreement, you:
  - (a) acknowledge that you have read and understood Shaw's Derivatives Client Agreement and Product Disclosure Statement for Exchange Traded Options and Low Exercise Price Options, which can be found at [www.shawandpartners.com.au](http://www.shawandpartners.com.au) or provided to you by your Adviser on request, and
  - (b) agree to be bound by the terms and conditions of the Derivatives Client Agreement.
- 1.4 If you have not read, understood and agreed to these documents as required by this clause, do not sign this Agreement and contact Shaw immediately.

## 2. Nature of the Portfolio Service

- 2.1 The Portfolio Service is designed to assist you manage your investments and related income and tax positions by taking care of all your relevant paperwork. Shaw does this by arranging for mail associated with your portfolio to be sent to Shaw and Partners providing you with simple to read Quarterly Reports and Annual Reports (Reports), including performance and tax reports.
- 2.2 Shaw will hold all investments the subject of the Portfolio Service in your name except where you instruct Shaw otherwise, other than international investments, bank bills and certain bonds which are unable to be held other than through a bare trustee.
- 2.3 The Portfolio Service is not a managed discretionary account service. Shaw will not make decisions on your behalf and, other than specifically set out in this Portfolio Service, you must provide all the instructions necessary to transact in financial products.
- 2.4 Shaw will not act on your behalf in relation to a rights issue, entitlements issue, placement, dividend reinvestment plan or takeover offer (Corporate Action) without first obtaining your instructions (whether oral or otherwise). Where Shaw has not received your instructions by the sooner of the closing date for the offer or a date Shaw nominates, you are taken to have instructed Shaw to allow any entitlement or offer to lapse.
- 2.5 A minimum fee will be payable for the Portfolio Service. You have considered your objectives, financial situation and needs (your personal circumstances) as well as the level of the minimum quarterly fee as a percentage of the value of your portfolio and formed the opinion that the Portfolio Service is suitable for you given your personal circumstances. You will immediately advise Shaw if this is not the case or ceases to be the case.

### 3. What Assets Will be Covered by the Portfolio Service

- 3.1 The Portfolio Service will operate in relation to your investments in financial products held with Shaw or arranged through Shaw (Portfolio Assets), being:
- (a) financial products listed or traded on an exchange, including international financial products;
  - (b) holdings held on your behalf in Shaw's nominee company, including international financial products purchased by Shaw on your behalf,
  - (c) unlisted securities, subject to agreement with Shaw
  - (d) any cash products arranged by Shaw on your behalf
  - (e) any cash management account that Shaw arranged on your behalf or that Shaw can access on your behalf.
- 3.2 As part of the Portfolio Service Shaw may, at your request, also report on assets other than Portfolio Assets (Non-Portfolio Assets). These Non-Portfolio Assets may include over the counter derivatives, managed funds and other financial products held outside of Shaw or arranged or purchased other than through Shaw. There may be additional cost for including Non-Portfolio Assets as part of the Portfolio Service. Further, it may not be possible for Shaw to report as accurately on Non-Portfolio Assets as Portfolio Assets, as Shaw does not administer these assets and Shaw may need to rely on information provided by you or third parties.

### 4. What Reports Will I Receive?

- 4.1 Shaw will provide you with Quarterly Reports and Annual Reports.
- 4.2 The Reports will include the following information for the respective quarter or year:
- (a) details of transactions in financial products undertaken during the relevant period
  - (b) market value of the financial products as at the end of the relevant period
  - (c) estimated yields for the financial products as at the end of the relevant period
  - (d) performance of the portfolio over the period

- (e) income received and accrued for the period, and
- (f) realised and unrealised capital gains as at the end of the period.

- 4.3 Shaw reserves the right to vary the content and the format of the Reports at any time.
- 4.4 Shaw may determine valuation methods and policies and change them in our reasonable discretion as required.
- 4.5 Shaw is unable to guarantee that the Reports will be free from any errors or omissions and Shaw takes no responsibility for any errors, omissions, inaccuracies or misstatements and shall not be liable to you for the same.
- 4.6 If, on receipt of a Report, you become aware of any errors or omissions, you must notify Shaw as soon as practicable and Shaw will correct any such errors or omissions and if Shaw considers it necessary, issue a revised report to you as soon as practicable.
- 4.7 The Reports set out estimates of future cash dividends and distributions, including details of estimated franking credits. Generally, these estimates have been compiled from historical data or Shaw's estimates of future dividends and therefore are estimates only and cannot be relied on. Past performance is no guarantee of future performance and actual dividend levels may be very different. Where Shaw or your Adviser considers, in their absolute discretion, that their estimate of a future yield is preferable, they may override the historically derived estimates and you should review all prospective yields, and discuss any assumptions made, with your Adviser. It is assumed in the Reports that you will be entitled to all dividends during the relevant period and you will need to consider the timing of proposed purchases and sales in this light. You agree that you will consider the Reports in light of the disclaimer contained in the Reports.

### 5. What Other Services Will I Receive?

- 5.1 Shaw will deal with all documentation received on your behalf as part of the Portfolio Service, including documents from share registries of companies in which you hold an interest.
- 5.2 Depending on the nature of the document, you authorise Shaw to take action, including:
- (a) expeditiously depositing all dividend or other payments received into your nominated back account



- (b) with respect to documentation that does not require any action by you such as annual reports of companies, retaining the documents or dispatching them to you, and
  - (c) with respect to documentation that does require action by you such as a proposed rights issue, dividend reinvestment plan or takeover offer, obtaining your instructions (whether oral or otherwise) and taking the appropriate action based on your instructions.
- 5.3 With respect to 5.2(c) above, if Shaw does not receive your instructions by the earlier of the time required as set out in the documentation for the relevant Corporate Action or a time prescribed by Shaw for the provision of your instructions, Shaw will not take any action.
- 5.4 Shaw will accept standing instructions with respect to a particular company's dividend reinvestment plan (DRP), meaning that Shaw will either participate or not participate in a particular company's DRP based on a 'one off' instruction. Shaw will also accept a standing instruction in relation to DRP instructions for your portfolio as a whole. Shaw may also accept standing instructions with respect to rollover of certain fixed term investments and you should speak to your Adviser in this regard.
- 5.5 You acknowledge that while the Portfolio Service provides certain taxation information to you, Shaw cannot, and will not, provide you with tax advice or social security advice and you should seek advice from a professional tax or social security adviser prior to making any investment decisions.
- 5.6 You acknowledge that your investments and account the subject of this Agreement will be reconciled by Shaw at the end of each quarter and otherwise on a best endeavours basis.

## 6. Fees

- 6.1 The fee for the Portfolio Service (Portfolio Service Fee) is generally calculated as a percentage of the market value of your portfolio, calculated and charged quarterly based on the average market value of your portfolio over the quarter. The Portfolio Service Fee is set out in section C of the Portfolio Service Form.
- 6.2 A minimum quarterly Portfolio Service Fee will apply (the Minimum Quarterly Fee). This means that if the quarterly Portfolio Service Fee is less than the Minimum Quarterly Fee then the Minimum Quarterly Fee will be payable. The amount of the Minimum Quarterly Fee is set

out in Section C of the Portfolio Service Form.

- 6.3 If you have an existing portfolio which you wish to make the subject of the Portfolio Service, Shaw may, depending on the circumstances, charge you a one off Establishment Fee. For instance, the Establishment Fee might apply if you require reporting over derivatives transactions or you have a large volume of transactions which require manual entry because they were transacted through another broker or were held issuer sponsored. Shaw will provide you with the details of the Establishment Fee in writing.
- 6.4 The Portfolio Service Fee covers only the provision of the administration services pursuant to this Agreement and all brokerage and other charges are extra and payable by you in addition to the Portfolio Service Fee.
- 6.5 If either party terminates the Portfolio Service part way through a quarter, you will be charged the Portfolio Service Fee for that quarter on a pro-rata basis taking account of the period of the quarter that had elapsed prior to termination.
- 6.6 In addition to the fees as set out above, you must also pay to Shaw the amount of any Goods and Services Tax (GST) where applicable or other similar tax or charge relating to the supply of the services to you.
- 6.7 You authorise Shaw to withdraw any amounts owing by you to Shaw, including for the Portfolio Service Fee and GST, from your Bank Account. Failing this, you authorise Shaw to sell securities of yours and pay any amounts owing to Shaw from the proceeds of the sale.
- 6.8 You acknowledge that a proportion of the Portfolio Service Fee may be payable as commission to your Adviser.

## 7. Additional Obligations

- 7.1 You acknowledge that Shaw may not have all the information necessary in order to compile the Reports. This may be because that information came into existence prior to you becoming a Portfolio Service client, is in respect of transactions undertaken through another broker or is in respect of Non-Portfolio Assets. In order for Shaw to compile the most accurate possible report, you will provide Shaw with additional information at Shaw's request. If you do not provide this information, you acknowledge that the Reports will be inaccurate.

## **8. Authorisations**

- 8.1 You authorise Shaw to carry out all acts necessary or desirable to provide the Portfolio Service including, without limitation:
- (a) draw and deposit funds from and into your Bank Account to facilitate the your transactions in financial products
  - (b) register your interests in financial products care of Shaw's address
  - (c) receive any documentation on your behalf in relation to your interests or investments in Financial Products
  - (d) quote your tax file number(s) or exemption(s)
  - (e) provide your personal information as defined in the Privacy Act to any other party in the absolute discretion of Shaw
  - (f) quote your bank account details for the purpose of all income payments direct to the Bank Account, and
  - (g) pay any fees due to Shaw from the Bank Account.

## **9. Term and Termination**

- 9.1 Either party may terminate this Agreement at any time by giving notice to the other in writing.

## **10. Miscellaneous**

- 10.1 Shaw may amend this Agreement by giving you no less than 7 days' notice in writing. The changes will be effective after that time.
- 10.2 This Agreement is governed by, and construed in accordance with, the laws of New South Wales and you submit to the exclusive jurisdiction of the Courts of New South Wales.

# ShawandPartners

an **EFG** company

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Shaw and Partners Limited

ABN 24 003 221 583

Participant of ASX Limited, Chi-X Australia  
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All data in this document is current as at  
1 January 2018 and is subject to change.

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