

# Plenti Lending Platform

## Product Disclosure Statement

Scheme

**Plenti Lending Platform  
(ARSN 169 500 449)**

Responsible entity

**Plenti RE Limited**

ABN

**57 166 646 635**

AFSL number

**449176**

**Plenti**

[plenti.com.au](https://plenti.com.au)

# Important notices

## This information is important and requires your attention

It is important that you read this document carefully and in its entirety prior to making any decision about investing in the Plenti Lending Platform. In particular you should pay careful consideration to the risk factors outlined in [Section 5](#) of this document and the tax implications in [Section 10](#) as they relate to your personal investment objectives, financial circumstances and needs. The potential tax effects of an investment in the Plenti Lending Platform will vary between investors. Other risk factors may exist in addition to those identified in this document which should also be considered in light of your personal circumstances. If you have any queries or uncertainties relating to aspects of this document or an investment in the Plenti Lending Platform, please consult your adviser before deciding to invest.

## The issuer

This document is a Product Disclosure Statement (PDS) for the purposes of Part 7.9 of the Corporations Act and has been issued by Plenti RE Limited (ABN 57 166 646 635, AFSL number 449176, ACL number 449176) (**Responsible Entity, Plenti, our, we, us**) as responsible entity of the Plenti Lending Platform (ARSN 169 500 449).

## Date

This PDS was prepared in accordance with the Corporations Act. This PDS is dated 05 October 2023. This PDS has not, and does not need to be, lodged with ASIC, and ASIC does not take any responsibility for the contents of this PDS or the merits of the investment to which this PDS relates.

## Not investment advice

The information contained in this PDS should not be taken as financial product advice and has been prepared as general information only without consideration of your particular investment objectives, financial circumstances or particular needs. In particular, you should pay careful consideration to the risk factors outlined in [Section 5](#) in light of your personal circumstances, recognising that other risk factors may exist in addition to those identified and should also be considered before deciding whether to invest.

If you have any queries or uncertainties relating to aspects of this PDS or the offer for Interests in the Plenti Lending Platform, please consult your stockbroker, accountant, financial planner or other independent adviser before deciding whether to invest.

Similarly, the tax implications of your investment will vary depending on your personal financial circumstances and investment objectives. You should consider the tax implications outlined in [Section 10](#) and obtain your own professional taxation advice prior to deciding whether to invest in this offer for Interests in the Plenti Lending Platform.

## Electronic PDS

An electronic copy of this PDS may be viewed online at [www.plenti.com.au](http://www.plenti.com.au). If you access this PDS electronically please ensure that you download and read the PDS in its entirety. The offer to which this PDS relates is available to persons receiving this PDS (electronically or otherwise) in Australia only. A paper form of this PDS may be obtained, free of charge, by contacting the Responsible Entity at Level 5, 14 Martin Place, Sydney, NSW, 2000.

Applications for Interests in the Plenti Lending Platform will only be considered if applied for on an Application Form attached to or accompanied by this PDS and submitted via the website (refer to [Section 12](#) for further information).

## Australian investors only

This PDS has been prepared to comply with the requirements of Australian law and is only being made available to investors and prospective investors in Australia. This PDS does not constitute an offer or invitation in any place in which, or to any person to whom, it would not be lawful to make such an offer or invitation. Distribution of this PDS outside Australia (whether electronically or otherwise) may be restricted by law. Persons who receive this PDS outside of Australia are required to observe any such restrictions. Failure to comply with such restrictions may find you in violation of applicable securities laws. Any person subscribing for Interests in the Plenti Lending Platform shall by virtue of such subscription be deemed to represent that they are not in a jurisdiction which does not permit the making of an offer or invitation as detailed in this PDS, and are not acting for the account or benefit of a person within such jurisdiction. None of the Responsible Entity, Plenti Group, Plenti Pty Limited, the Custodian, nor any of their respective directors, officers, employees, consultants, agents, partners or advisers accepts any liability or responsibility to determine whether a person is able to participate in the offer for Interests in the Plenti Lending Platform.

## Updated information

Information regarding the Plenti Lending Platform may change from time to time. Any updated information about the Plenti Lending Platform that is considered not materially adverse to members will be made available on the Plenti Lending Platform's website at [www.plenti.com.au](http://www.plenti.com.au) and the Responsible Entity will provide a copy of the updated information, or make available an electronic copy of the updated information, free of charge to any member who requests a copy by contacting us on 1300 768 710.

In accordance with its obligations under the Corporations Act, the Responsible Entity may issue a supplementary PDS to supplement any relevant information not disclosed in this PDS. Additionally, the Responsible Entity may replace this PDS from time to time. You should read any relevant supplementary disclosures made in conjunction with this PDS, any replacement PDS, and, in respect of an investment in the Notes Market, the relevant Supplementary Product Disclosure Statement, prior to making any investment decision. A copy of any supplementary PDS, replacement PDS and other information regarding the Plenti Lending Platform will be made available on the Plenti Lending Platform's website at [www.plenti.com.au](http://www.plenti.com.au).

## Continuous disclosure

In accordance with ASIC Regulatory Guide 198 Unlisted disclosing entities: Continuous disclosure obligations, the Responsible Entity hereby notifies members that it will fulfil its continuous disclosure requirements by way of website disclosure which complies with ASIC's good practice guidance. Members may access material information regarding the Plenti Lending Platform from our website. We may also send you such information via email, as explained in [Section 12.3](#).

## Financial information

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

## Diagrams and examples

Diagrams, charts, graphs and numerical examples contained in this PDS are intended for illustrative purposes only.

### Investment timing

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

### Definitions, abbreviations and other information

Explanations of defined terms and abbreviations used throughout this PDS can be found in the Glossary ([Section 14](#)). Unless otherwise stated or implied, references to times in this PDS are times in Sydney, New South Wales. Similarly, references to dates or years in this PDS are financial years for the Plenti Lending Platform unless otherwise stated or implied. Rounding of the figures provided in this PDS may result in some discrepancies between the sum of components and the totals outlined within the tables and percentage calculations.

### Disclaimer

No person is authorised to give any information, or to make any representation, in connection with the offer for Interests in the Plenti Lending Platform that is not contained in this PDS. Any information or representation that is not in this PDS may not be relied on as having been authorised by the Responsible Entity in connection with the offer for Interests in the Plenti Lending Platform. Except as required by law, and only to the extent so required, neither the Responsible Entity, nor any other person, warrants or guarantees the future performance of the Plenti Lending Platform, the repayment of capital, or any return on any investment made.

### Disclaimers from third parties

The Trust Company was not involved in preparing, nor takes any responsibility for, this PDS (except statements referring directly to The Trust Company) and makes no promise that money invested will earn income or capital gain, or be repaid.

The role of Perpetual Corporate Trust Limited (**Perpetual**) is limited to holding assets of the Plenti Lending Platform as agent of Plenti. Perpetual has no supervisory role in relation to the operation of the Plenti Lending Platform and is not responsible for protecting your interests. Perpetual has no liability or responsibility to you for any act done or omission made in accordance with the terms of the Custody Agreement.

### Third party privacy notice

Any personal information collected by Perpetual in relation to you is used by Perpetual to provide custodial services to the Responsible Entity and comply with any relevant laws. In some circumstances Perpetual may disclose your personal information to Perpetual Limited and its related entities, and their service providers that perform a range of services on its behalf and which may be located overseas. Privacy laws apply to Perpetual's handling of personal information and how your personal information will be collected, used and disclosed in accordance with Perpetual's Privacy Policy (available at <https://www.perpetual.com.au/privacy-policy>) which includes details about the following matters:

- The kinds of personal information Perpetual collects and holds
- How Perpetual collects and holds personal information
- The purposes for which Perpetual collects, holds, uses and discloses personal information
- The types of entities Perpetual usually discloses personal information to and the countries where they are likely to be located if it is practicable to specify those countries
- How you may access personal information that Perpetual holds about you and seek correction of such information (note that exceptions apply in some circumstances); and
- How you may complain about a breach of the Australian Privacy Principles (**APP**), or a registered APP code (if any) that binds Perpetual, and how it will deal with such a complaint.

### FATCA and CRS compliance

If requested by the Responsible Entity, the member agrees, and it is a condition of the issue of Interests in the Plenti Lending Platform, to provide certain information required by it or the Custodian in order to comply with any applicable law, including the United States Foreign Account Tax Compliance Act (**FATCA**) and the Common Reporting Standard (**CRS**). We may be required by law to report information about you to the Australian Taxation Office or taxation authorities in foreign jurisdictions.

### Further questions?

If you have any queries relating to this PDS please contact us on 1300 768 710 or [contact@plenti.com.au](mailto:contact@plenti.com.au).

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# Welcome to Plenti

## We enable Australian investors to access one of the world's largest asset classes

Plenti is a technology-led consumer lending and investment company. Through the Plenti Lending Platform, we provide a transparent marketplace where investors can invest in loans, one of the world's largest asset classes.

Plenti is not a bank. Plenti is part of a new generation of modern businesses using technology designed to replace traditional middlemen and reduce the costs of providing financial services.

## Access attractive, stable returns

Plenti has funded over \$1 billion in loans via the Plenti Lending Platform, and has demonstrated a strong track record of delivering attractive, stable returns for investors. In Australia, the opportunity to lend to creditworthy borrowers has traditionally been restricted to a relatively small number of large banks and traditional institutions. Our innovative platform is changing this, giving everyday Australian investors the opportunity to invest in loans to creditworthy Australian borrowers, providing investors the opportunity to earn attractive returns and diversify their investment portfolios.

## We do the hard work

Plenti, amongst other things, checks investors and borrowers are who they say they are, checks borrowers' creditworthiness, matches investors' funds to loans, and administers payments. Plenti's cutting-edge online technology platform makes this simple and efficient.

## A sensible approach to risk

We take the risks of lending seriously. We are very cautious about the loans made available to investors via the Plenti Lending Platform. Borrowers must meet our stringent lending criteria as it applies to the loan they are seeking. Plenti lends to creditworthy Australian borrowers who have decided to find an alternative to banks and other traditional financial institutions.

## Unique Provision Fund

Plenti is the only investment platform in Australia with a provision fund to help protect investors from borrower late payments or default.

The money in the Provision Fund comes from borrowers (or from us) and is held on trust by an external trustee. We may make a claim to the Provision Fund on behalf of an investor in the event of a borrower late payment or default. Our objective is to ensure that the Provision Fund is sufficiently funded to be able to protect investors on an ongoing basis such that they do not suffer financial loss. However, the Provision Fund is not a guarantee nor an insurance product. Further information on the Provision Fund is set out in [Section 7](#).

## Regulated by ASIC

Plenti holds an Australian financial service licence (**AFSL**) number 449176 and an Australian credit licence (**ACL**) number 449176, both issued to it by ASIC. Plenti's AFSL authorises it to operate the Plenti Lending Platform and provide certain associated financial services and its ACL authorises it to engage in credit activities associated with facilitating loans to borrowers.

Plenti is the responsible entity of, and issuer of interests in, the Plenti Lending Platform, a managed investment scheme that is registered with ASIC. As responsible entity of the Plenti Lending Platform, Plenti is responsible for ensuring that the Plenti Lending Platform is operated in accordance with its Constitution and Compliance Plan, this PDS, the Corporations Act and financial services laws.

Investing in the Plenti Lending Platform is not without risk and you may lose some or all of your investment. It is important that you read and understand each of the risk factors set out in [Section 5](#).

You should read this PDS, any supplementary or replacement PDS, and any updated information on the Plenti Lending Platform's website in its entirety before deciding to invest. If you wish to invest in the Notes Market, you should read the relevant Supplementary Product Disclosure Statement available on the website.

## Questions

If you have any questions about Plenti or how the Plenti Lending Platform works, please contact our customer services team on 1300 768 710 or [contact@plenti.com.au](mailto:contact@plenti.com.au), or visit the Help section of the website at <https://www.plenti.com.au/help/> for answers to commonly asked questions.

# Features at a glance

The table below provides a summary of key features of investing via the Plenti Lending Platform.

## What does Plenti do?

Plenti provides a platform that allows investors to invest in loans to creditworthy Australian-resident borrowers. Plenti has funded over \$1 billion in delivering loans via the Plenti Lending Platform, and has demonstrated a strong track record of delivering attractive and stable returns for investors.

We, amongst other things, operate the Plenti Lending Platform, assess borrowers to ensure they are creditworthy, match investors' funds to loans, provide loan administration services, manage loan payments and manage claims on the Provision Fund to help protect investors in the event of borrower late payment or default.

## Who can invest?

Participation is available to all potential investors including individuals (over 18 years of age), self-managed superannuation funds, companies, trusts and other entities.

You must apply to be a member, and your membership application must be accepted by Plenti, before you can invest through the Plenti Lending Platform.

## How do I access Plenti's services?

You can access Plenti's services by visiting [www.plenti.com.au](http://www.plenti.com.au) or downloading the investor app. If you have any questions you can contact Plenti's customer service team on 1300 768 710 or [contact@plenti.com.au](mailto:contact@plenti.com.au).

## What are the investment markets in which I can invest?

Plenti currently offers four investment markets, being the Flex Market, Plus Market, Green Market and Notes Market. See [Section 3](#) for information about Plenti's investment markets.

## How much can I invest?

You can invest in the Flex Market, the Plus Market or the Green Market with any amount from \$10. For the minimum investment amount for an investment in the Notes Market, refer to the relevant Supplementary Product Disclosure Statement.

### How long can I invest for?

You can invest in the Flex Market, which has an indicative term of 1 month, the Plus Market, which has an indicative term of 3 to 7 years, or in the Green Market, which also has an indicative term of 3 to 7 years.

In some circumstances your funds may need to remain on loan to borrowers beyond the indicative term of an investment market, although in such circumstances you may continue to receive borrower payments. See [Section 3](#) for information about investment markets and [Section 5](#) for circumstances in which your funds may need to remain on loan beyond the indicative term.

When the early access transfer feature is available in the Plus Market or Green Market, you may be able to request an early access transfer to exit an investment from a loan or series of loans before the end of its indicative term, provided there are funds available from other investors to replace your interests in that loan and your interest in that loan is not less than \$10. See [Section 6.8](#) for more information about early access transfers.

### Who sets the interest rates?

Interest rates in the Flex Market, Plus Market and Green Market are set by investors subject to any minimum order rate or maximum order rate that applies to the investment market, as determined by Plenti from time to time. For the Notes Market, the investment rate is set by Plenti (refer the relevant Supplementary Product Disclosure Statement for more information).

### Who does Plenti lend to?

Plenti lends to creditworthy Australian-resident individuals and businesses.

We consider a borrower to be creditworthy if they are approved following our borrower risk assessment processes, which take into account our assessment of their propensity and financial capacity to fulfil their obligations under a proposed loan contract at the time of assessment.

Before approving a loan to be made available on the Plenti Lending Platform, we employ credit decisioning processes similar to those of banks and other traditional lenders. These processes may include identity verification, anti-fraud checks, credit analysis, and assessment of the applicant's ability to repay their loan. We may perform these processes with the assistance of third parties.

Your funds may also be invested in loans to the Early Access Facility Trust, with such loans being referable to an underlying loan to a borrower. See [Section 6.8](#) for more information about early access transfers and the Early Access Facilitating Partner.

### What are the amounts and terms of loans?

Loans to borrowers in the Flex Market, Plus Market and Green Market are for amounts up to \$500,000 for terms ordinarily between 6 months and 7 years. Loans are ordinarily for amounts less than \$50,000.

### What do borrowers use loans for?

Borrowers may be seeking a loan for any number of reasons. For an individual, this may be to fund the purchase of a car, home improvements, an investment, professional services or to consolidate existing debts. In the case of a business this may be to fund the purchase of a vehicle, or the purchase of property or other forms of expenditure or investment. Additionally both individuals and businesses may seek a loan to fund Approved Energy Products, as described in [Section 13](#).



Are loans secured or unsecured?

Loans may be secured or unsecured. Security may be taken over property in which the borrower has an interest, for example, an automobile which is owned or proposed to be owned by a borrower. Security interests created under a secured loan contract may be registered on the PPSR or state land information registries, as appropriate.

Do I choose the loans my funds are invested in?

No, you do not choose the loans your funds are invested in. Rather, you choose how much you wish to invest and in which investment markets. Our information technology systems automatically invest your funds in loans that have met our requirements in the investment market you have chosen.

Whilst we perform comprehensive borrower risk assessment, there may be differences in the creditworthiness of the underlying borrowers in whose loans you have invested.

Do I choose whether my funds are invested in secured or unsecured loans?

No, you do not get to choose. When you invest in the Flex Market, Plus Market or Green Market, you may be investing in secured or unsecured loans.

Do I choose whether my funds are invested in loans to individuals or businesses?

No, your funds may be invested in loans to creditworthy individuals or creditworthy businesses.

Do I choose whether my funds are invested in loans for Approved Energy Products?

Yes, you can choose to invest in loans to fund the purchase or installation of Approved Energy Products by investing in our Green Market. See [Section 3.3](#) for more information about the Green Market.

How many loans am I investing in?

When you place an order in the Flex Market, Plus Market or Green Market, you may be investing in a single loan or multiple loans. This will depend on the rate of your order, amount of your order, the time your order was made relative to other orders in that investment market and the number and amount of loans available to be funded in that investment market.

Am I party to a borrower's loan contract?

No. You as an investor (and also other investors, to the extent the loan is funded by more than one investor) do not have a contract with the borrower. Rather, the lender of record for the Plenti Lending Platform is the Custodian. When your funds are on loan, your Plenti Account is updated to reflect that you have interests in the relevant loan, and your rights in respect of that loan are governed primarily by the Constitution and this PDS.

Importantly, when your funds are invested in a loan, you have a direct economic interest in that loan, and your interests in that loan are not directly impacted by the performance of other loans.

When do I receive payments?

The timing of payments will depend on the investment market in which you invest and other events such as borrowers altering the frequency of their regular loan repayments or repaying their loans early.

See [Section 3](#) for further information on the repayment characteristics of each investment market.

**Do I always have access to my funds?**

You can access cleared funds in your holding account at any time.

You cannot issue an instruction to withdraw funds that are on loan until those funds have been repaid, or alternatively as may be the case with the Flex Market, replaced by other investors, and cleared to your holding account.

When the early access transfer feature is available in the Plus Market or Green Market, you may be able to request an early access transfer to exit an investment in a loan or series of loans before the end of its indicative term, provided there are funds from other investors to replace your interests in that loan and your interest in that loan is not less than \$10. See [Section 6.8](#) for more information about early access transfers.

**What happens if a borrower defaults?**

We or a nominated third party may undertake a number of actions to pursue payments, which may include appointing an external collections agency or recourse to available legal remedies, including where appropriate, court action. If a loan is secured, those actions may include the relevant security interest being exercised and the secured asset being repossessed or sold.

Plenti has the sole discretion to determine what actions, if any, are taken to recover funds from a borrower. Plenti also has the discretion to take no further action to recover funds, whether the loan is secured or unsecured.

**What is the Provision Fund?**

You may benefit from Plenti making a claim to the Provision Fund in the event of a borrower late payment or default.

The Provision Fund is a pool of money funded by borrowers (or by us) and held on trust by an external trustee. Plenti may make a claim to the Provision Fund in the event of a borrower late payment or default on a loan. Any amount paid from the Provision Fund is credited to the investors who funded the loan, in proportion to the amount funded by each investor.

Plenti's objective is to ensure that the Provision Fund is sufficiently funded to be able to protect investors on an ongoing basis such that they do not suffer financial loss. See [Section 7](#) for more information about the Provision Fund.

**Does the Provision Fund guarantee I cannot lose money?**

No. The Provision Fund does not provide a guarantee of any kind and it is not an insurance product. See [Section 7](#) for more information about the Provision Fund.

**What fees and charges do I pay?**

Depending on the investment market you invest in, we charge investors a fee of up to 10% of the gross interest earned on loans, and we also keep as a fee the amount of interest earned on investor funds when they are not on loan. Importantly, the rate at which you create an order is the rate you earn after our fees. Plenti may also receive fees paid by or on behalf of borrowers in relation to loans. See [Section 9](#) for more information about fees and costs.

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### Is Plenti a bank?

Plenti is not a bank and an investment in the Plenti Lending Platform is not a bank account. Plenti is not authorised under the Banking Act, and is not supervised by the Australian Prudential Regulation Authority. Your investment is not a deposit and does not benefit from the Financial Claims Scheme or depositor protection provisions of Division 2 of Part II of the Banking Act, as it might if it were an amount deposited with an Australian ADI.

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### Are there risks in investing?

Yes, there are a number of risks which may lead you to lose some or all of your investment. It is important that you read and understand each of the risk factors set out in [Section 5](#).

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### How do I manage my investment?

We provide an easy-to-use website and mobile app that allows you to manage your investment in real time via your Plenti Account. Your Plenti Account allows you to, amongst other things, view your holding account balances, make orders, set reinvestment options and request a withdrawal of your funds to your nominated bank account.

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### How do I transfer in funds?

Once you have registered and have been accepted as a member, you can transfer in funds to your holding account by bank transfer or your personalised BPAY details.

See [Section 12.1](#) for more information about how to transfer in funds.

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### How do I withdraw funds?

You can withdraw funds in your holding account to your nominated bank account at any time. Withdrawals can be made as a one-off transfer, or you can elect to establish an automatic, periodic withdrawal. You are not able to withdraw any funds that are on loan or that are on market waiting to be invested in loans. The minimum amount you can withdraw is \$1.

See [Section 6.9](#) for more information on withdrawing funds.

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### Will payments received be automatically reinvested?

Your reinvestment settings for the Flex Market, Plus Market and Green Market will be set by default to automatically reinvest borrower payments you receive into loans in the same investment market from which the payment came, at the market rate. You can modify your reinvestment settings at any time by clicking on the 'Reinvestment settings' tab in your Plenti Account.

See [Section 6.7](#) for more information on reinvestment options.

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### Why might an individual or business seek a loan from Plenti?

Plenti's innovative model, simple online application and fast loan processing can often enable us to offer borrowers better value loans than ordinarily provided by traditional lenders.

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### How is my investment structured?

To participate you need to become a member of the Plenti Lending Platform. Becoming a member is straightforward and can be completed entirely online. If you are accepted as a member, you will gain an Interest in the Plenti Lending Platform. The process for applying to become a member and to transfer in funds is described in [Section 12](#).

# Investment markets

## 3.1 Flex Market

<b>Indicative term</b>	1 month
<b>Indicative repayment profile</b>	Capital and interest repaid at the end of the indicative term, subject to your reinvestment settings.
<b>Minimum investment</b>	Any amount from \$10
<b>Investment rate</b>	You can specify the interest rate for your order, subject to the minimum and maximum order rate. See <a href="#">Section 6.4</a> for information on how interest rates are displayed.
<b>What am I investing in?</b>	Secured and unsecured loans to creditworthy consumers and business borrowers up to 2 years in term.
<b>Minimum order rate</b>	Yes. See the website for details.
<b>Maximum order rate</b>	Yes. See the website for details.
<b>Automatic reinvestments</b>	Yes. See <a href="#">Section 6.7</a> for more information on how to amend your reinvestment settings. The default setting is for capital and interest to be reinvested each month. Your funds may be reinvested into the same loan at a different interest rate.
<b>Potential repayment before end of indicative term</b>	Yes. See <a href="#">Section 5</a> at "Repayment earlier than indicative term" for details.
<b>Potential repayment after end of indicative term</b>	Yes. Up to an additional twenty-three (23) months. See <a href="#">Section 5</a> at "Investment longer than indicative term" and "Replacement funding may not be applied equally" for further details.
<b>Provision Fund eligibility</b>	Yes. See <a href="#">Section 7</a> for important information about the Provision Fund.
<b>Early access transfer feature</b>	Not applicable

## 3.2 Plus Market

<b>Indicative term</b>	3 to 7 years
<b>Indicative repayment profile</b>	Repaid over the loan term in approximately equal instalments of both capital and interest, which may occur on either a weekly, fortnightly or monthly basis, or in accordance with any early repayments made by the borrower. You may also be invested in a loan where the borrower is required to make a balloon payment. See <a href="#">Sections 6.5 and 6.6</a> for further information.
<b>Minimum investment</b>	Any amount from \$10
<b>Investment rate</b>	You can specify the interest rate for your order, subject to the minimum and maximum order rate. See <a href="#">Section 6.4</a> for information on how interest rates are displayed.
<b>What am I investing in?</b>	Secured and unsecured loans to creditworthy consumers and business borrowers between 3 and 7 years in term. Your funds may also be invested in loans to the Early Access Facility Trust, which represent loans that have been exited by another investor. Early access loans remain referable to an underlying loan to a consumer or business borrower. See <a href="#">Section 6.8</a> for more information about early access transfers and the Early Access Facilitating Partner.
<b>Minimum order rate</b>	Yes. See the website for details.
<b>Maximum order rate</b>	Yes. See the website for details.
<b>Automatic reinvestments</b>	Yes. See <a href="#">Section 6.7</a> for further details about reinvestments.
<b>Potential repayment before end of indicative term</b>	Yes. See <a href="#">Section 5</a> at "Repayment earlier than indicative term" for details.
<b>Potential repayment after end of indicative term</b>	Yes. This may occur if the borrower is late in making payment and you are not compensated by the Provision Fund. See <a href="#">Section 5</a> at "Investment longer than indicative term" for details.
<b>Provision Fund eligibility</b>	Yes. See <a href="#">Section 7</a> for important information about the Provision Fund.
<b>Early access transfer feature</b>	Yes. You may be able to utilise the early access transfer feature to exit a portion or all of your investments in loans before the end of the indicative term. The availability of the early access transfer feature is at our discretion and may cease to be available to you at any time. See <a href="#">Section 6.8</a> for details.

### 3.3 Green Market

<b>Indicative term</b>	3 to 7 years
<b>Indicative repayment profile</b>	Repaid over the loan term in approximately equal instalments of both capital and interest, which may occur on either a weekly, fortnightly or monthly basis, or in accordance with any early repayments made by the borrower. See <a href="#">Section 6.6</a> for further information.
<b>Minimum investment</b>	Any amount from \$10
<b>Investment rate</b>	You can specify the interest rate for your order, subject to the minimum and maximum order rate. See <a href="#">Section 6.4</a> for information on how interest rates are displayed.
<b>What am I investing in?</b>	Secured and unsecured loans between 3 and 7 years in term to creditworthy consumers and business borrowers who are seeking funding to purchase or install an Approved Energy Product. See <a href="#">Section 13</a> for more information about Approved Energy Products. Your funds may also be invested in loans to the Early Access Facility Trust, which represent loans that have been exited by another investor. Early access loans remain referable to an underlying loan to a consumer or business borrower. See <a href="#">Section 6.8</a> for more information about early access transfers and the Early Access Facilitating Partner.
<b>Minimum order rate</b>	Yes. See the website for details.
<b>Maximum order rate</b>	Yes. See the website for details.
<b>Automatic reinvestments</b>	Yes. See <a href="#">Section 6.7</a> for further details about reinvestments.
<b>Potential repayment before end of indicative term</b>	Yes. See <a href="#">Section 5</a> at "Repayment earlier than indicative term" for details.
<b>Potential repayment after end of indicative term</b>	Yes. This may occur if the borrower is late in making payment and you are not compensated by the Provision Fund. See <a href="#">Section 5</a> at "Investment longer than indicative term" for details.
<b>Provision Fund eligibility</b>	Yes. See <a href="#">Section 7</a> for important information about the Provision Fund
<b>Early access transfer feature</b>	Yes. You may be able to utilise the early access transfer feature to exit a portion or all of your investments in loans before the end of the indicative term. The availability of the early access transfer feature is at our discretion and may cease to be available to you at any time. See <a href="#">Section 6.8</a> for details.

## 3.4 Notes Market

The Notes Market provides investors with exposure to certain types of credit assets.

Plenti has issued a Supplementary Product Disclosure Statement containing information about the Notes Market, including information about the investment details, structure of your investment, and benefits and risks. Plenti will issue a new Supplementary Product Disclosure Statement for each investment opportunity which it may make available via the Notes Market, and you should read the relevant Supplementary Product Disclosure Statement applicable to the Notes Market available on the website before investing in that investment market.

## 3.5 Closure of investment markets

Notwithstanding the existence of the above investment markets at the time of publication of this PDS, Plenti may decide to close one or more investment markets, or establish new investment markets, at any time after providing notice to investors where required.

If Plenti elects to close an investment market, you may not be able to create new orders in that market, and existing on-market orders may be cancelled. Loans in which you are invested in a particular investment market may be transferred to another investment market for reporting and management purposes (though the indicative loan term of the loan in which you are invested to will not change). Plenti will notify investors of any restrictions that apply in the notice of an investment market closure.

Additionally, Plenti may, upon the closure of an investment market, and if it is in the interests of investors, determine that outstanding loans in that investment market be transferred to other investors or entities. This may occur, for example, if continuing to operate an investment market would cause unreasonable risks or costs to other investors due to technology or operational complexity or other reasons.

# Significant benefits of investing

Investing in the Plenti Lending Platform is not without risk. It is important that as well as reading the benefits of investing set out below, you read and understand each of the risk factors set out in [Section 5](#).

## Access to creditworthy borrowers

We provide a platform that allows investors with the potential to earn attractive returns by investing in loans to creditworthy borrowers.

## Access to competitive interest rates

We seek to provide you with competitive interest rates. Importantly, you can choose the interest rates at which you wish to invest when you invest in the Flex Market, Plus Market and Green Market, subject to the minimum order rate and maximum order rate.

## Provision Fund helps protect investors

We may make a claim to the Provision Fund if the underlying borrower is late in making a payment or if they default on their loan. Our objective is to ensure that the Provision Fund is sufficiently funded to be able to protect investors on an ongoing basis from borrower late payment or default such that you do not suffer financial loss. However, the Provision Fund is not a guarantee nor an insurance product. See [Section 7](#) for more information about the Provision Fund.

## Ability to access funds before the end of indicative term of a loan in some investment markets

When the early access transfer feature is available in the Plus Market or Green Market, you may be able to request an early access transfer to exit an investment in a loan or series of loans before the end of its indicative term, provided there are funds from other investors to replace your interests in that loan and your interest in that loan is not less than \$10. See [Section 6.8](#) for more information about early access transfers. In the event Plenti decides to close an investment market to new orders, early access may not be available for that investment market or early access requests may be facilitated through an alternative investment market.

## Secured lending

Your funds may be invested in secured loans as well as unsecured loans.

## Flexible investment term options

You can invest in investment markets with an indicative term as short as 1 month to an indicative term as long as 7 years. You can choose to reinvest loan payments received by issuing online instructions, or have loan payments received reinvested in loans automatically.



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#### Simple investment administration

We provide you with convenient and comprehensive investment administration services, and our website and app provide easy access to your Plenti Account to control your investing and reinvestment options.

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#### Easy-to-use website and app

Our website and app provide you with an automated and rapid process for transferring monies to and from the Plenti Lending Platform. Our website and app have been designed to allow your Plenti Account to be easily reviewed and managed.

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#### Customer service focus

We are focused on providing you with exceptional customer service. When you contact us, you speak with someone who is trained to assist with your query.

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#### Ability to get your holding account funds back quickly

Cleared funds in your holding account will at your request usually be returned to your nominated bank account within two business days.

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#### Transparency

Our website at [www.plenti.com.au](http://www.plenti.com.au) provides you with clear, up-to-date information about your investment. Our reporting and management tools allow you to see the status of your Plenti Account in real time, including the amount of funds invested and interest earned.

We let you see information about the loans facilitated by the Plenti Lending Platform. This includes important information relating to loans previously funded by investors, such as expected defaults, and the amount of money in the Provision Fund.

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#### Set your own rate

We allow investors in the Flex Market, Plus Market and Green Market to set the rate at which they want to invest their funds (subject to any minimum order rate or maximum order rate which may apply). This is achieved in the only real-time technology-enabled loan investment market of its type in Australia.

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#### Support Australia's transition to renewables

You can choose to invest in the Green Market to fund the purchase or installation of Approved Energy Products, including Renewable Energy Products, which in turn may help support Australia's transition to renewables. For more information, see [Section 3.3](#) and [Section 13](#).

# Significant risks of investing

Investing in the Plenti Lending Platform is not without risk. In investment terms, risk is the potential that the investment does not meet expectations and the potential loss of capital. As with all investments, the future performance of an investment in the Plenti Lending Platform can be influenced by a number of risk factors that are outside the control of the Responsible Entity. Investment returns are not guaranteed and past performance of any particular investment in the Plenti Lending Platform is not an indicator of future performance.

In this section we have categorised the significant risks associated with investing into five categories, being key investment risks, other significant fund-specific risks, other significant lending-specific risks, other significant business lending-specific risks and other significant general risks. This [Section 5](#) does not purport to cover or explain all the risks of investing in the Plenti Lending Platform. Each investor has their own particular investment objectives, financial situation and particular needs. You should consult with your financial adviser before investing and from time to time, to ensure your investment is, and remains, appropriate to your needs. It is important that you read and understand each of these risks before investing.

Additional risks apply to an investment in the Notes Market. For more information refer to the relevant Supplementary Product Disclosure Statement.

## Key investment risks

### Borrower late payment or default

A borrower may delay or stop payment on a loan or default on a loan you are invested in. You may be protected by Plenti making a claim to the Provision Fund, however, there is no guarantee nor warranty as to any protection from the Provision Fund, and as such you may suffer financial loss as a consequence of borrower late payment or default.

### No Provision Fund protection

We may make a claim to the Provision Fund to compensate you in the event of a late payment or default by a borrower in whose loan you are invested. However, the Provision Fund is not an insurance product and we cannot guarantee or warrant that you will be compensated. Plenti has discretion as to whether to make a claim and may determine to only make a partial claim or not to make any claim if, amongst other reasons, there are insufficient funds in the Provision Fund to cover all expected claims in relation to existing loans.

If you are not compensated by the Provision Fund in the event of borrower late payment or default, you may benefit from a number of debt collection or recovery processes that Plenti may undertake, which may or may not recover any funds. In such circumstances, Plenti may also assign your loan to a collections agency or the Provision Fund for consideration.

### Assignment of your loan

If a borrower defaults on a loan you are invested in and you are not fully compensated by the Provision Fund, Plenti may assign that defaulted loan to a third party, such as a collections agency, for an amount it is able to negotiate or to the Provision Fund for \$1. Once a loan has been assigned, you may not benefit from any recoveries that may then be made from the underlying borrower. Further information on the assignment of loans is provided in [Section 8.2](#).

### No withdrawal of funds until end of investment market indicative term

You are only able to withdraw (or reinvest) your funds at the end of the indicative term of the investment market in which they are invested, except where i) they are repaid to you through scheduled payments, ii) they are repaid to you by a borrower as a result of the borrower making an additional payment or repaying their loan early or iii) you are compensated by the Provision Fund.

The early access feature may be available in relation to loans funded in the Plus Market or Green Market, subject to conditions. When the early access transfer feature is available, you may be able to request an early access transfer to exit an investment in a loan or series of loans before the end of the indicative term, provided there are funds from other investors to replace your interests in that loan and your interest in that loan is not less than \$10. An early access transfer request will not be fulfilled where, among other things, the value of orders in that investment market following execution of the order would be less than the early access market value limit or replacement funders would be matched to the relevant facilitating loan at a rate above the early access rate limit, such limits as set by us from time to time and published on our website. The availability of the early access transfer feature is not guaranteed and may cease to be available to investors without warning. See [Section 6.8](#) for more information on early access transfers.

### Repayment earlier than indicative term

Some or all of your investment may be received back earlier than anticipated or prior to the end of the indicative term, due to a borrower to whom your funds are on loan:

- repaying all or part of their loan prior to the end of their loan term; or
- choosing to repay their existing loan because they have been approved for a higher amount loan or a loan for a different term or interest rate; or
- changing the timing of their payments, for example, on a weekly or fortnightly basis rather than monthly; or
- defaulting on their loan, in which case you may receive repayment as a result of Plenti making a claim to the Provision Fund.

You may also receive funds prior to the end of the indicative term in the event of Plenti electing to close an investment market and, if it is in the interests of investors, determining that outstanding loans are to be transferred to other investors or entities.

In the Plus Market or Green Market, you may receive funds prior to the end of the indicative term if the repayment profile of a loan is shorter than the indicative term, due to your funds being invested in a facilitating loan used to effect an early access transfer from another investor. See [Section 6.8](#) for more information on early access transfers.

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**Investment longer than indicative term**

Your investment may be longer than the indicative term in the event that a borrower or series of borrowers in whose loans you are invested are late in making payment and you are not compensated by the Provision Fund or other collection or recovery efforts.

**Flex Market**

Additionally, in the Flex Market, your funds may need to remain on loan to a borrower or series of borrowers beyond the indicative term if, at the end of the indicative term, there are insufficient investor funds available to replace your funds in a loan. This period could be as long as an additional twenty-three (23) months.

If your funds in the Flex Market are committed beyond the indicative term, part or all of your funds may be returned to your holding account if your investment in a loan is able to be replaced with the funds of a different investor, subject to the funds replacement buffer. The funds replacement buffer is the amount of funds that must remain on the Flex Market after any existing investor funds are replaced (except where there are no investors whose funds are invested in a loan beyond the indicative term). The funds replacement buffer will be determined by us on an ongoing basis and be published on our website.

Where there are multiple loans whose investors' funds are committed beyond the indicative term, replacement funders are matched to those loans on a fair basis that prefers those loans in which investors have been invested beyond the indicative term the longest. This means that some investors may have their investment replaced earlier than other investors, even where the indicative terms of their original order are identical. Where there are multiple investors whose funds are committed to a loan beyond the indicative term, any replacement of investor funds in respect of that loan are made on a pro rata basis.

If your funds are committed beyond the indicative term, you will continue to receive payments (where paid by the borrower or if you are compensated by the Provision Fund in the event that a borrower is late making payment or defaults) and your interest rate will remain the same.

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**Replacement funding may not be applied equally**

In the event your funds and the funds of other investors in the Flex Market need to remain in that investment market on loan beyond the indicative term, the funds of other investors may be repaid before your funds are repaid and there is no guarantee that your funds will be repaid at the same time as other investors in the same loan.

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**Borrower default impact on availability of funds**

In the event of a borrower late payment or default in respect of a loan you are invested in, and where you have not benefited from Provision Fund protection, you may only be able to withdraw your funds relating to that investment when any collections or recoveries have been made against the underlying loan.

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**Differences in borrower creditworthiness**

Your investment may be impacted by differences in the creditworthiness of borrowers in whose loans you are invested in circumstances where investors are not fully compensated by the Provision Fund in the event of that borrower's late payment or default. Plenti performs comprehensive borrower risk assessment, however, there may be differences between the creditworthiness of borrowers of loans you are invested in and there may be different risks and different levels of overall risk associated with investing in loans to individuals versus loans to businesses.

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**Variations in borrower creditworthiness over time**

We assess a borrower's creditworthiness as at the date of loan application, and our assessment reflects their creditworthiness at that point in time. We do not commit to evaluating a borrower's creditworthiness on an ongoing basis, although we may do so periodically. Your investment may be impacted should the creditworthiness of a borrower change over time, reducing that borrower's capacity to repay their loan. In addition, your funds may be invested in a loan to a borrower whose creditworthiness has changed since their loan application was approved, or to a borrower who has been or is late in making payment on their loan.

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**Value of secured property insufficient to cover defaulted loan**

In circumstances where your funds are invested in a secured loan and where investors funding that loan are not fully compensated by the Provision Fund in the event of a default, your investment may be impacted by the realisable value of the property over which a security interest is held, to the extent that the realisable value is not sufficient to cover the full repayment of the loan. In other words, if a loan is secured its repayment is not guaranteed.

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**Ancillary arrangement default**

Where there is an ancillary arrangement in relation to a loan in which your funds are invested, a party making payments pursuant to that ancillary arrangement may stop making payments or default on their obligations. In such circumstances, you may be protected by Plenti making a claim to the Provision Fund, however, there is no guarantee nor warranty as to any protection from the Provision Fund, and as such you may suffer financial loss as a consequence of the third party not meeting their obligations under the ancillary arrangement.

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**No deposit guarantee**

Your investment is not a deposit and does not have the benefit of protection under the Financial Claims Scheme or depositor protection provisions as it may have if it were an amount deposited with an Australian ADI.

## Other significant fund-specific risks

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### No interest on funds not on loan

You do not earn any interest on funds in your holding account or funds which are on market.

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### Money sitting idle

Your funds may remain in your holding account or on market for an extended period if you do not make an order, if there is insufficient borrower demand, if you create an order at an interest rate that is above the prevailing rate in an investment market or if you do not withdraw your funds to your nominated bank account. Funds in your holding account are held in the Plenti Trust Account. Interest earned on money held in the Plenti Trust Account is payable as a fee to Plenti.

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### Dependence on related companies

We have engaged Plenti Pty Limited to provide services in connection with our operations including information technology, borrower assessment and financial support. There are risks attached to our dependence on related companies including the risk that the related company fails to effectively provide the services and support that they are contracted to provide. The Early Access Facilitating Partner provides services in relation to early access transfers, including providing for the holding of early access loans and facilitating loans. The Early Access Facilitating Partner could become insolvent or may be unable to perform services in relation to early access loans or facilitating loans, which may have an adverse impact on the repayment of your loans.

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### Impact from other Plenti activities

Plenti acts as trustee for the Plenti Wholesale Lending Platform, an unregistered managed investment scheme which is engaged in facilitating automotive finance to consumers and businesses, and provides loan management, administration and collection services in relation to loans provided by Plenti Finance. Plenti may facilitate loans in its other activities which could also be suitable for investment through the Plenti Lending Platform. Plenti manages the potential conflict of interest that it faces by, among other things, maintaining an allocation policy (described in [Section 11](#)).

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### Dependence on third party service providers

We and Plenti Pty Limited use third party service providers, including for identity and credit checks and the transfer and holding of money. There are risks attached to the use of third party service providers, including the risk that the third party fails to effectively provide the services that they have been contracted to provide.

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### Information technology

We rely on the effective use and function of information technology. As with many technology-led businesses, there are risks associated with reliance on information technology including technology failure interrupting the availability of services, the loss of data, or data being stolen.

#### Regulatory risk

Regulations relating to the operation of Plenti or the industry in which it operates may change, which may have an adverse impact on the costs and risk of your investment or result in you incurring financial loss.

#### Legal risk

Our structure may be impacted by changes to, or changes in the interpretation of legislation. This may have an impact on the costs and risk of your investment or result in you incurring financial loss or additional tax liabilities.

#### Cyber risk

As with many online businesses, there are risks associated with operating via the internet including the risk of hacking, cyberattacks (for example, viruses) or other exploitation of Plenti's systems, which could cause loss or corruption of data held by Plenti. This may lead to disruption in the availability of the Plenti Lending Platform or loss or theft of your information.

#### Loss of Australian financial services licence or Australian credit licence

Your investment may be impacted in the event that our AFSL or ACL is revoked or suspended, or if conditions are imposed on either licence which alters our capacity to operate the Plenti Lending Platform or provide the services as described in this PDS.

#### Plenti insolvency

Your investment may be impacted in the event that Plenti becomes insolvent or goes into administration. However, in such circumstances, the loan contracts made with borrowers would still be legally valid and borrowers would need to continue to make any repayments in accordance with their loan contract. In addition, Plenti has a plan in place to administer those payments and manage the wind-down of the Plenti Lending Platform.

#### Provision Fund wind-up

Should the Plenti Lending Platform be wound up, you will have no entitlement to any residual funds in the Provision Fund. See [Section 7](#) for more information on the Provision Fund.

#### Platform availability

Your Plenti Account, related information and investment functionality is available through the website. Plenti reserves the right to suspend the operation of the website at any time. Where possible, Plenti will notify investors of sustained scheduled website outages in advance via email.

#### Availability of early access transfer feature

The early access feature may be available in relation to investments in the Plus Market or Green Market, subject to conditions. We may enable or disable the early access transfer feature, and change the terms under which it is offered, at our sole discretion. Changes to the availability of this feature or its terms of use may impact whether you are able to exit an investment before the end of the indicative term. See [Section 6.8](#) for more information about early access transfers. In the event Plenti decides to close an investment market to new orders, early access may not be available for that investment market.

## Other significant lending-specific risks

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### Early repayment

You may receive your investment in a loan back earlier than anticipated if a borrower's payments change, including if a borrower requests to make loan repayments on a more regular basis (such as on a weekly or fortnightly rather than monthly basis) or requests to change the date of their loan repayment, if a borrower repays their loan early, or if you are invested in a loan with a remaining term that is shorter than the indicative term of the investment market in which your funds are invested. If a borrower repays their loan early you will earn interest on the amount repaid only up to the date that the borrower makes payment, rather than the full indicative term of the relevant investment market. If your funds are not reinvested in a loan or series of loans immediately your returns may be negatively impacted. Any new investment you then make in a loan or series of loans may be at a different interest rate to your initial investment which may impact your returns. In addition, the term of any new investment in a loan may not match the term of your initial investment in the loan that was repaid early.

### No risk sharing

You are exposed to the credit risk of the borrower whose loan you are invested in. The borrower's failure to pay will be borne by you and will not be shared with other investors (unless one or more other investors are also investing in the same loan). In other words, you may lose your investment because your funds are invested in a loan to a borrower who defaults whilst another investor does not make a loss because they are invested in a loan to a borrower who has not defaulted. However, you may benefit from Plenti making a claim to the Provision Fund in the event a borrower is late in making a payment or defaults on their loan. See [Section 7](#) for more information about the Provision Fund.

### Regulated loans

Loans made to borrowers who are individuals may be subject to the provisions of the National Consumer Credit Protection Act 2009 (**NCCP**) and its related regulations. Your investment may be impacted if a borrower exercises certain rights under the NCCP which impacts a loan you have invested in, including requesting a variation to loan payments due to hardship, the effect of which is that the term of your investment may be impacted. Loans for business purposes are not subject to the NCCP.

### Compliance with credit laws

Plenti and the Custodian are required to comply with certain credit laws and regulations including responsible lending obligations, the NCCP and its related regulations, the Australian Securities and Investments Commission Act 2001 and the Competition and Consumer Act 2010. Your investment may be impacted should Plenti or the Custodian fail to comply with these obligations. Not all loans facilitated by Plenti are subject to these laws.

Pursuant to these laws, a borrower may seek to vary a loan contract or reduce the amount payable and repayable under the loan, or seek a refund of monies paid under a loan contract. Where any modification to a loan is made, you may be compensated by the Provision Fund as a result of those changes, however, the Provision Fund does not provide a guarantee of any kind and it is not an insurance product. See [Section 7](#) for more information on the Provision Fund.



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**Inability to exercise rights in relation to loans**

You are not party to any borrower loan contract, and therefore you have no direct ability to administer or enforce any loan contract. Rather, your rights and obligations in relation to loans are governed primarily by the Constitution and this PDS. Plenti has the sole discretion to administer and enforce loans.

**Interest rates may fall**

The interest rates at which you may be able to invest or reinvest your funds may fall and consequently your returns on your investment in the Plenti Lending Platform may fall over time.

**External dispute resolution**

Investors and borrowers may have the right to refer any complaint to the Australian Financial Complaints Authority (**AFCA**). Your investment may be impacted if, as a result of any dispute referred to AFCA, payments due under a loan are delayed, or a variation is required to be made to a loan contract that relates to a loan in which you are invested. You may be protected by Plenti making a claim to the Provision Fund, however, there is no guarantee nor warranty as to any protection from the Provision Fund, and as such you may suffer financial loss as a consequence of any dispute referred to AFCA.

**Differences in credit risk associated with loans to individuals versus loans to businesses**

There may be differences in the credit risks associated with loans to individuals versus loans to businesses. Loans to businesses may be riskier than loans to individuals on an economy wide basis, however, there can be no certainty as to the relative riskiness of the loans Plenti facilitates to individuals versus those loans Plenti facilitates to businesses.

**Applicant information and loan purpose risk**

Credit and other information that we receive about loan application may be inaccurate. This may include inaccurate information about the applicant's current circumstances or the purposes for which the borrower intends to use loan proceeds. We may take measures to confirm information relating to the application or the loan purpose, including in relation to a loan funded via the Green Market, but this does not guarantee that a borrower will utilise funds for the purpose they claim. This means, for example, that funds lent to a borrower in the Green Market may be used for a purpose other than to purchase or install an Approved Energy Product, and there may be no positive impact made on the environment. For more information, see [Section 13](#).

**Borrower repayment profile**

A borrower to a loan in which you are invested may choose to make repayments more frequently than on a monthly basis, for example, on a weekly or fortnightly basis. Additionally, a borrower may also choose to change the frequency of their repayments at any time during the term of their loan. You will earn interest on the amount on loan to that borrower only up to the date that the borrower makes payment, and your absolute returns may vary based on the frequency of borrower repayments.

**Waiver of principal or interest owed by borrower**

As part of the administration of a loan, we may waive the requirement for a borrower to repay an amount of principal or interest owed. In such an event your investment may be protected by Plenti making a claim to the Provision Fund, however, there is no guarantee nor warranty as to any protection from the Provision Fund, and as such you may suffer financial loss as a consequence of such arrangements being agreed with a borrower.

## Other significant business lending-specific risks

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### Business applicant information risk

Credit and other information that we receive about business loan applicants, whether directly from the applicant or from third parties such as credit bureaus, may be inaccurate or may not accurately reflect the borrower's creditworthiness. This may include inaccurate information about the applicant's current circumstances, and also the applicant's forecast circumstances, including financial performance. Inaccurate or incorrect applicant information may negatively impact our ability to assess the risk represented by an applicant and our ability to determine an appropriate Risk Assurance Charge.

### Business borrower performance risk

Where a borrower is a business, the borrower's ability to repay their loan may be negatively impacted by, amongst other things:

- Adverse industry developments, including for example, increased industry competition, adverse regulatory developments or industry obsolescence
- Business cash flow problems, resulting from amongst other things, reduced revenue, business seasonality, unexpected costs, adverse input price movements or the failure of customers to make payments
- Unexpected business developments, ranging from product failure to litigation

### Business loan security risks

A loan to a business may be secured over assets of the business or other assets pledged by a director, shareholder or other third party. Security for a business loan is generally in the form of a vehicle, but may take other forms including real property, personal property or intangible property. Where appropriate, the security interests may be registered with the PPSR or state land information registry.

In circumstances where your funds are invested in a secured business loan and where investors funding that loan are not fully compensated by the Provision Fund in the event of a default, your investment may be impacted if the realisable value of the security is not sufficient to cover the full repayment of the loan and interest. In other words, even if a business loan is secured, its repayment is not guaranteed.

The proceeds that may be obtained from the enforcement of any security interest may be affected by, amongst other things:

- Any other property or security interests obtained by other creditors over specific or general property of the business, especially if security interests taken by Plenti are subordinated to those of other creditors of the business
- If the business is insolvent or is under administration
- Legal proceedings that relate to the property against which a security interest is held
- The market value of the property against which the security interest is taken

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### Business borrower insolvency risk

Where a borrower is a business, the borrower's ability to repay their loan may be negatively impacted if that business becomes insolvent, for example, because the business enters into liquidation or voluntary administration, or is placed into receivership.

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### Business borrower guarantor risk

In addition to or instead of taking a security interest, Plenti may agree with a business borrower that a principal of the business or related party of the business borrower, such as a partner or director, will act as guarantor for a loan. This ordinarily means the guarantor agrees that, in the event of a default by the business borrower, the guarantor will be liable to pay the debt owed by the business borrower.

In circumstances where your funds are invested in a business loan and where investors funding that loan are not fully compensated by the Provision Fund in the event of a default, you may benefit from amounts paid by a guarantor. However, your investment may be impacted if the guarantor fails to pay the amount owing, for example, because any guarantor is bankrupt or dies. In other words, even if a business loan has a guarantor, its repayment is not assured.

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### Business loan collections risk

In circumstances where your funds are invested in a business loan and where investors funding that loan are not fully compensated by the Provision Fund in the event of a default, your investment may be impacted if funds recovered from a borrower in default through collection processes are insufficient to cover the full repayment of the loan or interest owing. In other words, repayment of a loan or outstanding interest through collections activity is not guaranteed. In particular, the effectiveness of collection processes may be affected by, amongst other things:

- A business borrower becoming insolvent, for example, because the business enters into liquidation or voluntary administration, or is placed into receivership
- The outcome of any liquidation, voluntary administration or receivership, and the agreements which may be reached with business creditors about how their debts are to be compromised
- Amounts owed by a business borrower to other creditors

## Other significant general risks

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### Legal and regulatory (including tax)

Changes in laws, including taxation laws, laws regulating marketplace lending, or laws or regulations relating to lending more generally or their interpretation, including changes in the practice and policy of regulators (including the Australian Taxation Office), may have a negative impact on your investment.

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### Interest rate volatility

The interest rates you achieve through your investment may fluctuate over time. A fall in interest rates may result from a broad range of factors, ranging from an economy-wide shift in interest rates through to an increased supply of investor funds in a specific investment market. Plenti may also change the minimum or maximum order rate for an investment market from time to time.

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### Inflation

Your investment may not keep pace with inflation.

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### Investment objective

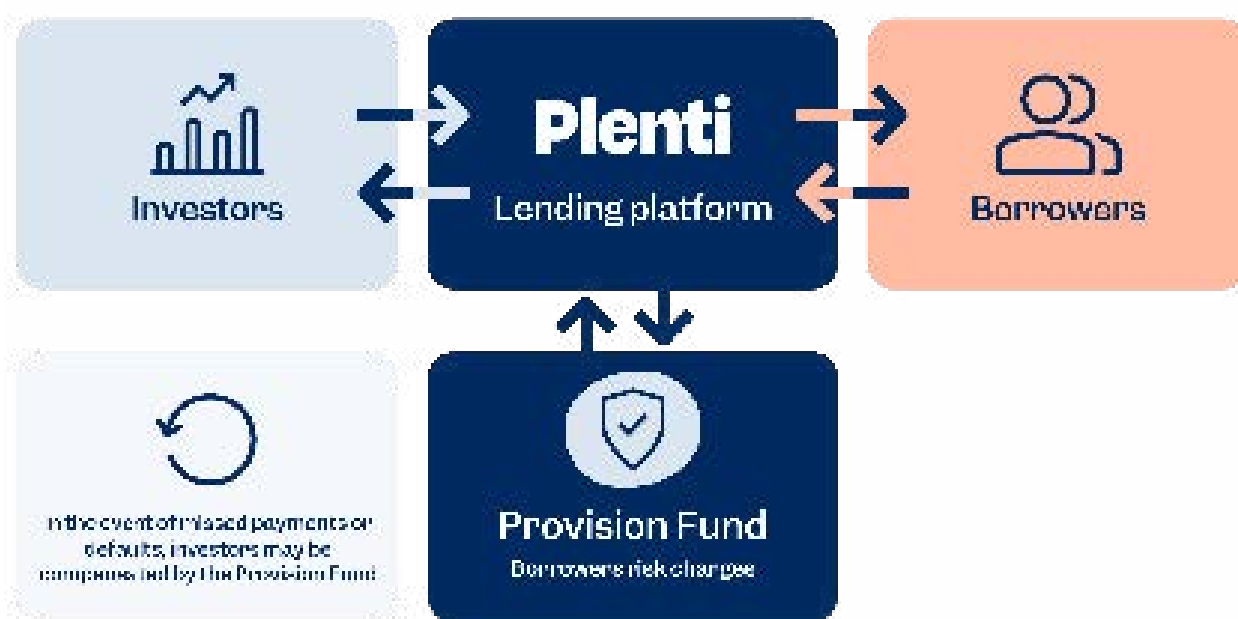
Investment objective risk is the risk that your choice of investments will not meet your objectives. One measure of an investment's risk is how much returns vary from period to period. The greater the variance in returns, the more likely returns will differ from those expected over a given time period.

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

# Plenti Lending Platform overview

## 6.1 About Plenti

Plenti provides a platform through which investors can earn attractive returns by investing in loans to creditworthy borrowers. Plenti established the Plenti Lending Platform, a registered managed investment scheme to provide the legal framework and related protections to facilitate investments in loans via its technology platform.



Note: This diagram is for illustrative purposes only. Individual investors are not a party to a borrower's loan contract.

Amongst other things, Plenti is responsible for performing the following functions:

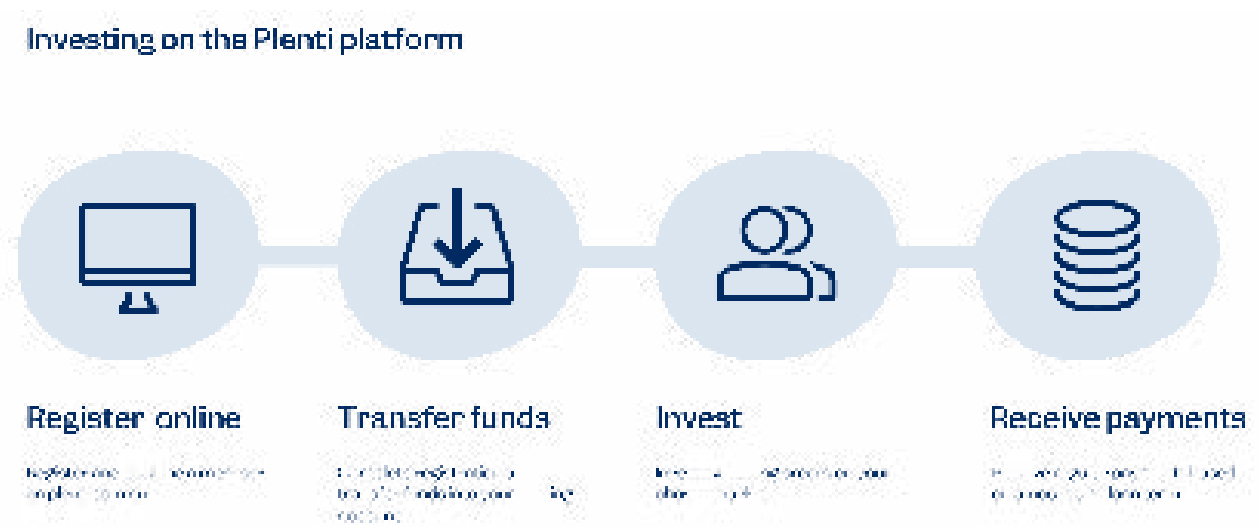
- Receiving and considering applications for membership of the Plenti Lending Platform, and performing various checks including identification and verification checks required under anti-money laundering legislation
- Receiving and holding members' funds on trust
- Undertaking credit risk analysis, loan affordability checks and loan suitability assessments as set out in [Section 8](#)
- For secured loans, registering security interests on the PPSR or state land information registry, where relevant
- Facilitating investments in loans in accordance with an investor's order
- Establishing and administering loan contracts with borrowers
- Processing loan payments including where relevant the set-up and maintenance of scheduled borrower payments and the allocation of principal and interest payments to investors
- Managing collection processes in the event of borrower late payment or default as set out in [Section 8](#)
- Making claims, on a discretionary basis, to the Provision Fund on behalf of investors where a borrower's payment is late or a borrower defaults on their loan

Investing in the Plenti Lending Platform is not without risk. It is important that you read and understand each of the risks set out in [Section 5](#).

If you have any queries or uncertainties relating to this document or any investment in the Plenti Lending Platform, please consult your adviser before deciding whether to invest.

## 6.2 Membership of the Plenti Lending Platform

Before you can invest, you are required to register on the website, read this PDS and any relevant supplementary disclosures or updated information on our website, apply to become a member of the Plenti Lending Platform via the website, and then, assuming your application is successful, transfer in funds. These steps must be completed online at [www.plenti.com.au](http://www.plenti.com.au).



To learn more about how to apply, please see [Section 12](#).

## 6.3 Your Plenti account

Your Plenti Account, which is accessible on the website or via the app, shows your investment balances according to the following categories:

- **'holding account'** – your funds waiting to be invested or to be withdrawn by you. These funds are held in the Plenti Trust Account
- **'on market'** – your funds allocated to orders (which may or may not be invested in a loan or series of loans) made by you but yet to be lent. These funds are held in the Plenti Trust Account
- **'on loan'** – your funds currently invested in a loan or series of loans

A summary of your balances and interest earned on funds you have invested is available via the 'My Dashboard' section of the website, or on the app.

You will not receive any amount of interest on your funds that are in your holding account or that are on market.

## 6.4 Investing on the Plenti Lending Platform

Plenti has a number of investment markets in which you may choose to invest. Detailed information on each investment market is set out in [Section 3](#).

When you login to your Plenti Account and make an instruction for a specific amount of your funds to be invested in a particular investment market, this is referred to as an 'order'.

Orders are processed via our online lending information technology system. In the Flex Market, Plus Market and Green Market, lower rate orders are filled in priority to higher rate orders, and where order rates are the same, on a first order made - first order filled basis.

When you place an order, your holding account balance is reduced by the amount of that order and your on market balance increases accordingly. When your funds are invested in a loan, your on market balance may remain unaffected until the loan has been formed (when a borrower becomes contractually bound to a loan contract). After the loan has been formed, your on market balance will reduce and your on loan balance will increase accordingly.

Once you've made an order, the time it takes to be invested in loans can vary from a few seconds to several days or more. It depends on, amongst other things, the amount of your order, the rate of your order and the level of demand for loans from borrowers.

You can change or cancel your order if it has not been invested in a loan or series of loans. If your order has been partially invested (that is, only a portion of your order has been invested in a loan or series of loans), you can change or cancel the order only in relation to the amount which has yet to be invested. If you cancel an order, your unmatched funds will be returned to your holding account.

In circumstances where your funds are matched to a loan, but that loan is not drawn down by the borrower and that loan is consequently cancelled, your funds will remain on market until they are invested in another loan by our information technology systems, or your order is cancelled.

Your order may not be invested in a loan if to do so would breach a law, including taxation laws, the AML/CTF Act, or any other financial services law. If you are a wholesale or institutional investor, your order may also not be invested in a loan if it falls outside your investment mandate, in which case the loan will become available for funding by other investors.

The lender of record for the Plenti Lending Platform is the Custodian. You as an investor (and also other investors, to the extent the loan is funded by more than one investor) do not have a contract with the borrower and do not have any rights to determine how a loan is administered, nor do you have any ability to enforce your specific wishes in respect of a loan.

Plenti reserves the right to refuse to submit your order to an investment market or to cancel your order without giving you prior notice.

### **Orders in the Flex Market, the Plus Market and the Green Market**

When creating an order in the Flex Market, Plus Market or Green Market, you can specify the interest rate at which you are willing for your funds to be invested, subject to any minimum and maximum order rate for the relevant investment market.

To help you make a decision on what interest rate to specify, we publish on the website the last matched interest rate and also the order book (the amount of investor and borrower funds waiting to be matched at different interest rates) for each investment market. The interest rate you see on the website represents the net interest rate after any interest margin fees payable to Plenti, and assumes payments are received monthly (though you may be invested in loans with more frequent payments). The interest rate displayed assumes your capital and interest is reinvested each month at the original interest rate in the same investment market.

Generally, the lower the interest rate you specify for your order, the more quickly your funds are likely to be invested in a loan. The interest rate you specify will always be the lowest interest rate at which your funds may be invested, and your funds may be invested at a higher interest rate.

An order which is on market at an interest rate which exceeds the then current maximum order rate will automatically be cancelled and funds returned to the investor's holding account, even where the relevant order was placed at an interest rate below the maximum order rate at the time it was made.

Your order may be invested in a single loan or multiple loans. This may depend on the amount of your order, the rate of your order, the time your order was made relative to other orders in that investment market and the number and amount of loans available for investment in that investment market. You are not informed as to the proportion of a loan that your order has funded.

You do not determine the specific loans in which your funds are invested. Your funds may be invested in the loans of borrowers of differing creditworthiness, to secured or unsecured loans, and to loans of individuals or businesses. Loan funds may be paid to a borrower, or may be paid to third parties as directed by the borrower, such as to an automotive dealership where the borrower is purchasing an automobile. Your funds may be invested in a loan made to a borrower directly or, in the Plus Market or Green Market, or to a facilitating loan to the Early Access Facilitating Partner, where your funds are used to replace the funds of another investor who has already invested in a loan and who is seeking to exit that loan. See [Section 6.8](#) for more information about early access transfers.

When a borrower places a loan offer on a market, all or part of the offer may be placed at an interest rate up to 0.2% lower than the lowest order in that market. If matched at this lower rate, the borrower's loan may consequently be funded at a lower rate than the rate the borrower offered to borrow funds. When a borrower places a loan order on the Plenti Lending Platform which is not fully matched immediately, it may remain on market, ordinarily for up to 2 hours, although potentially longer in some circumstances. Any investor funds matched to the loan will not earn a return until the loan has been fully matched, the loan has been formed and your funds have been recorded as 'on loan' in your Plenti Account.

One or multiple orders may be invested in a loan, including multiple orders which are at different rates. As such, investors funding the same loan may earn different interest rates. Where multiple investors are invested in a loan at different interest rates, the amount of interest payable by the borrower to investors is determined using a blended rate that represents the weighted average of the different investor rates. A borrower will not see the different interest rates on investor funds that have funded their loan.

## 6.5 Borrower loan payments

Loans are ordinarily governed by standard form loan contracts. Borrowers are required to repay loans, most commonly on a monthly basis although repayment terms may vary. In some cases, a third party may make repayments of amounts of interest or principal on behalf of a borrower. Loan repayments are made by direct debit, BPAY or bank transfer.

Plenti allocates the interest and principal components of payments received to the investor or investors who fund a loan in the Flex Market, Plus Market and Green Market. Amounts charged to borrowers not as interest payable to investors (including borrower fees) are not allocated to investors but are retained by Plenti on its own account. Where a loan has been funded by a single investor, the relevant amount of the payment received is allocated to the relevant investor. Where multiple investors are invested in a loan, the relevant amount of the payment received is apportioned between investors on the following basis:

- The interest component of the payment is allocated to the investors on a pro rata basis according to the proportion of the loan that each investor is funding and the relative interest rate at which each investor's order was invested; and
- The capital component of the payment is allocated to the investors on a pro rata basis, to the extent that any capital is due to the investor given the repayment profile of the market in which their funds were invested in the loan.



A borrower may also elect to make a balloon payment, where the capital balance does not fully amortise over the term of the loan, and a larger proportion of the capital balance is repaid at the end of the loan term.

The dates of payments are ordinarily defined according to the borrower's loan schedule (which may be amended on the request of a borrower). In addition to scheduled payments, a borrower may elect to make additional payments towards their outstanding loan. Any such changes to a loan in which you are invested may impact the timing of your borrower payments and will be reflected in your Plenti Account. Any additional payments made by a borrower are allocated to investors on the same basis that the principal component of a scheduled payment is made.

A borrower may also elect to repay their entire loan early, resulting in all investors who are funding that loan receiving their funds back earlier than anticipated.

If a borrower is a natural person and that person dies, their loan contract still stands. Once we have received a certified copy of their death certificate, we will seek to provide the representative of their estate with the relevant details of the loan and the settlement figure. The borrower's representative can either pay off the outstanding amount in full or set up new regular loan payments.

## 6.6 Investment returns

The rate of return you receive on an investment is fixed until the end of the indicative term.

Interest amounts on an outstanding loan balance are calculated daily and as such your interest payments may vary depending on the number of days in the relevant period, including where you receive some or all of your investment back early. Interest is only earned and shown in your Plenti Account when a payment is received.

The actual return you receive may exceed the interest rate at which you place your order, or may be impacted by processing times. Further, your actual return may be impacted by one or more of the other risk factors as set out in [Section 5](#).

The capital you have invested in a loan may be returned to your holding account in multiple payments and at different times (including due to different processing times). If your funds are repaid earlier than anticipated, you may not be able to reinvest those funds at the same interest rate, which may mean that the actual interest rate you receive is different to the stated interest rate of your original investment.

Once your order is invested in a loan in the Plus Market or Green Market, you can view the indicative repayment profile of that loan in your Plenti Account.

## 6.7 Reinvestment options

You can elect to automatically reinvest payments as they are received. You are able to access reinvestment settings by clicking on the 'Reinvestment settings' link in your Plenti Account. You are able to select:

- The investment market into which your reinvestments are made
- Whether the full payment is reinvested, or just the capital amount
- Whether your reinvestment is at the market rate or at a specific interest rate (selecting the market rate option may help to ensure your funds are reinvested relatively quickly)

The minimum funds in your holding account for an order or reinvestment to be effected is currently \$10.

You can check the current rate of any order made as a result of your reinvestment settings by clicking on the link to the relevant investment market in the 'Your Loans and Orders' section of the website. You may choose to cancel or modify any such order as described in [Section 3.4](#).

Your reinvestment settings in the Flex Market, Plus Market and Green Market default to automatically reinvest payments you receive into the same investment market from which the payment came, at the market rate. You can modify your reinvestment settings at any time.

## 6.8 Early Access Transfer

The early access transfer feature may enable an investor in the Plus Market or the Green Market to exit a portion or all of an investment in a loan or series of loans before the end of their indicative term.

Early access transfers do not operate to directly transfer interests in a loan or loans from investors seeking to exit their interests in a loan (**outgoing investor**) to investors seeking to invest funds in loans (**replacement funders**). Instead, an outgoing investor's interests in a loan are assigned to and purchased by the Early Access Facilitating Partner acting for the Early Access Facility Trust, a special purpose trust which has been established for the purpose of acquiring outgoing investor loans (**early access loans**). The money for the acquisition of the outgoing investor's interests in a loan is provided by a separate loan that is funded by a replacement funder that is made to the Early Access Facilitating Partner (**facilitating loan**).

The amount paid to the outgoing investor by the Early Access Facility Trust in respect of transferred loans does not include any amount reflecting interest accrued but not yet paid.

Both the facilitating loan and the early access loan will be funded from the same investment market, unless the early access loan is funded from an investment market which has subsequently been closed by Plenti, in which case Plenti has absolute discretion as to whether the facilitating loan may be funded by another investment market. For example:

- where an early access loan was originally funded from the Plus Market, the facilitating loan will also be funded by replacement funders lending in the Plus Market;
- where an early access loan was originally funded from the 3 Year Income market, which has subsequently been closed to new orders, the facilitating loan may be funded from an alternative investment market at Plenti's discretion. As at the date of this PDS, it is expected that in these circumstances, the facilitating loan will be funded from the Plus Market.

The facilitating loan funded by replacement funders has limited recourse, via the Early Access Facilitating Partner, to the referable early access loan. That is, where a borrower who is a party to an early access loan is late in making repayments or defaults, the Early Access Facilitating Partner may also not make payment to replacement funders in relation to the corresponding facilitating loan. In the event of a late payment or default in respect of a facilitating loan, Plenti may make a claim on the Provision Fund on behalf of replacement funders, as described in [Section 7](#).

The term of a facilitating loan is the same as the remainder of the term of the relevant early access loan, to which the facilitating loan is referable. As a result, the term of any facilitating loan may be less than the indicative term of the investment market in which the replacement funder has made an order.

Where a borrower makes an early repayment in respect of an early access loan, the full amount of the borrower early repayment is paid to replacement funders in respect of a facilitating loan, except where the amount of the early repayment would be more than the outstanding balance of the facilitating loan, in which case, only an amount equal to the outstanding balance of the facilitating loan is paid to replacement funders. Where the amount of the early repayment exceeds the outstanding balance of the facilitating loan, that surplus amount will be retained by the Early Access Facilitating Partner.

In requesting an early access transfer, you do not select which loans you wish to transfer to the Early Access Facilitating Partner. Instead, you nominate a gross amount (before fees), being less than or equal to the total amount of loans funded from a particular lending market in your Portfolio, you are seeking to transfer. Plenti's technology platform will then select loans to facilitate the early access transfer of your specified amount, in order of loans with the longest term remaining. Loans of less than \$10 will not be eligible for an early access transfer and will be excluded from the selection of loans made by the technology platform.

## Requesting an early access transfer

If your funds are invested in a loan or series of loans in the Plus Market or the Green Market, you may be able to utilise the early access transfer feature to exit a portion or all of your investments in loans before the end of their indicative term. You can only request an early access transfer in respect of a loan where your interest in that loan is at least \$10.

The availability of the early access transfer feature is at Plenti's discretion and may cease to be available to you at any time. Further, an early access transfer request may not be fulfilled if:

- There are insufficient funds available from other investors to replace your interests;
- After execution the value of orders that would remain in that investment market would be less than the early access market value limit for the relevant investment market; or
- Replacement funders would be matched to the relevant facilitating loan at a rate above the early access rate limit.

The early access market value limit and early access market rate limit are determined by us from time-to-time and published on our website.

You can request an early access transfer as many times as you like and if a request is rejected for any of the reasons above, you may wish to resubmit your request for a lower amount or at a different time.

In the event Plenti decides to close an investment market to new orders, then the early access transfer feature may no longer be available for that investment market.

## Differences in interest rates between early access loans and facilitating loans

As the interest rate that applies to an outgoing investor's early access loan may differ to that of a replacement funder's facilitating loan, the value that an outgoing investor may receive for transferring their early access loan may be less than the current face value of that loan. For example, where the interest rate of a replacement funder's order is greater than the interest rate on the relevant early access loan, the early access loan will be discounted to ensure that the economic return expected by the replacement funder (given the rate specified in their order) is met while keeping payments under the early access loan the same.

By way of example, if an outgoing investor has a \$1,000 interest in a loan originally funded in the Plus Market at a rate of 8% p.a. and the prevailing orders from replacement funders (and thus, the rate at which the facilitating loan will be funded) has increased to 10% p.a., the value the outgoing investor would receive in respect of the early access loan to be acquired by the Early Access Facilitating Partner would be discounted (based on the repayment schedule of the underlying borrower) to provide the replacement funder an equivalent economic return of 10% p.a.

Where an outgoing investor receives less than the face value of their loan following an early access transfer, they may be able to recognise the reduction in value of their loan interests as a tax or capital loss. See [Section 10](#) for more information about the tax implications of early access transfers.

## 6.9 Withdrawing funds

### One-off withdrawal from your holding account

You can request a withdrawal of cleared funds in your holding account at any time.

You can withdraw some or all of your funds from your holding account:

- on the website, by clicking the 'Withdraw' link on the right hand 'My account' menu in your Plenti Account;  
or
- via the app, by clicking the 'Withdraw' link in the 'Funds' tab.

After you have requested a withdrawal, Plenti will transfer your funds to your nominated bank account, subject to required fraud checks. You will be notified by email when Plenti has processed your withdrawal request. The timing of your receipt of funds may be impacted by processing times.

If you withdraw all funds from your holding account and do not have any funds 'on loan', we may cancel your Interest if you have had no money in your Portfolio for at least six months and you will in future be required to re-apply to become a member of the Plenti Lending Platform.

The minimum amount for any withdrawal is \$1.

### **Automatic withdrawals from your holding account**

Funds can be automatically withdrawn from your holding account to your nominated bank account as payments are received. You may elect to have only the interest amount of payments withdrawn, in which case the principal component will be reinvested as per your reinvestment instructions.

To set up automatic withdrawals, see the 'Auto withdrawal' feature by clicking the 'Withdraw' link in the 'My account' section of your Plenti Account. Please note that for security reasons you will need to have made at least one successful one-off withdrawal before being able to utilise the automatic withdrawal feature.

If there are insufficient funds in your holding account to meet an automatic withdrawal request, no withdrawal is made, and you will be notified by email that the automatic withdrawal has not been successful. If an automatic withdrawal has not been successful, another automatic withdrawal will not be made until your next scheduled automatic withdrawal.

### **ASIC relief**

ASIC has granted Plenti conditional relief from the requirements of the Corporations Act dealing with withdrawals so that you may have access to funds in your holding account in the manner described above.

## **6.10 Cancelling your Plenti account**

If you wish to cancel your Plenti Account and your Interest in the Plenti Lending Platform, you will need to contact us. You will not be able to cancel your Plenti Account and your Interest until you have no funds on loan, and all of your funds have been withdrawn from your holding account.

We may also cancel your Plenti Account and your Interest if you have no funds on loan or in your holding account for a period of at least six months. Once your Interest is cancelled, you cease being a member and you will need to re-apply in order to invest via the Plenti Lending Platform

# The Provision Fund

## 7.1 Provision Fund overview

The Plenti Lending Platform is the only consumer loan investment platform in Australia with a provision fund to help protect investors from financial loss in the event of a borrower default or late payment.

Investors of the Plenti Lending Platform may be protected by the Provision Fund against the effects of a borrower late payment or default. The Provision Fund has been established for the benefit of investors. Plenti may in its discretion require the Provision Fund trustee to pay it an amount out of the Provision Fund so that Plenti may compensate an investor for a loss arising from a borrower late payment or default. Investors in any investment market may benefit from Provision Fund protection.

Contributions to the Provision Fund may come from charges paid by borrowers, or from Plenti or its related bodies corporate. When a borrower applies for a loan they may be required to pay a Risk Assurance Charge, the amount of which is determined by a number of factors, such as their credit rating from independent credit reporting bureaus. The Risk Assurance Charge is paid into the Provision Fund at the time the loan is established or over the life of the loan (or a combination of both).

Plenti or its related bodies corporate may also make contributions to the Provision Fund from time to time, which may take the form of an interest-free loan which may be repaid at any time without notice to investors. Plenti will advise investors from time to time of the proportion of the Provision Fund which comprises loans received from Plenti (if any).

Plenti's objective is to ensure that the Provision Fund is sufficiently funded to be able to protect investors on an ongoing basis such that you do not suffer financial loss. However, **the Provision Fund is not a guarantee nor an insurance product**. In the event your funds are invested in the loan of a borrower who is late in making payment or defaults on their loan, you may not be fully or partially compensated by the Provision Fund for a number of reasons, including:

- Plenti may elect to not make a claim to the Provision Fund
- Plenti may elect to make only a partial claim to the Provision Fund
- The Provision Fund may not have sufficient funds to provide you with any compensation

The Provision Fund is established by a deed of trust. The trustee is The Trust Company. Consistent with the conditional relief granted to Plenti by ASIC, the assets of the Provision Fund do not form part of the property of the Plenti Lending Platform.

The money in the Provision Fund is held in cash. Any interest earned on the money in the Provision Fund over and above the fees of the Provision Fund trustee is retained by the Provision Fund.

Plenti has no beneficial interest in the capital or income of the Provision Fund and it cannot use Provision Fund monies for its own purposes.

## 7.2 Provision Fund claims

Plenti procured the establishment of the Provision Fund, under a trust deed, to help protect investors from financial loss in the event of a borrower late payment or default. Plenti's objective is to ensure that the Provision Fund is sufficiently funded to be able to protect investors on an ongoing basis such that you do not suffer financial loss. The past performance of the Provision Fund does not guarantee its ability to protect investors in the future.

In accordance with Plenti's Provision Fund Policy, a decision on whether a claim should be made to the Provision Fund for a specific borrower late payment or default, and the amount of any such claim, is undertaken by the Provision Fund Claims Committee. Members of the Provision Fund Claims Committee are appointed by the directors of Plenti. In accordance with the Provision Fund Policy, the Provision Fund Claims Committee must have three members, at least two of whom must be directors of Plenti.

The Provision Fund Claims Committee determines on a daily basis the claims that are to be made to the Provision Fund by Plenti on behalf of investors. A potential claim is ordinarily first considered on the business day that Plenti becomes aware of a borrower late payment. In determining the claims to be made to the Provision Fund, the Provision Fund Claims Committee will consider, amongst other things:

- The amount of money in the Provision Fund and the funds expected to be paid into the Provision Fund from existing borrowers
- The expected future claims to the Provision Fund from existing loans, as assessed by Plenti
- Whether making a claim would be fair between investors
- The likelihood of the borrower rectifying the late payment or default in a short timeframe
- The amount of the loss that may be suffered by the investor
- The expected proceeds from assigning the relevant loan to a third party
- Whether the investor has elected not to have Plenti make any Provision Fund claims in respect of the borrower late payment or default

The Provision Fund Claims Committee does not take into consideration whether a loan to which a claim is related is secured or unsecured. Late payment or default in respect of a facilitating loan (due to the late payment or default by an underlying borrower who is a party to an early access loan) will be considered by the Provision Fund Claims Committee as if the replacement funders had funded the early access loan directly.

Where the Provision Fund total is greater than the value of expected losses, it is our expectation that the Provision Fund Claims Committee will make a claim to the Provision Fund to compensate investors for the full amount of any borrower late payment or default. If the Provision Fund Claims Committee determines that there may not be sufficient funds in the Provision Fund to cover all expected future losses (based on loans currently outstanding), then it may reduce the amount it seeks to claim from the Provision Fund to compensate for borrower late payment or default. For example, the Provision Fund Claims Committee may make a claim on the Provision Fund to compensate an investor for amounts of unpaid principal, but not interest, or may decide to delay any claim for interest until a later date.

Where a payment (or part of a payment) made to an investor from the Provision Fund is to compensate for a loss of interest, Plenti may deduct from that payment (or part of a payment) the interest margin fee. See [Section 9](#) for further information on this fee.

Plenti has adopted policies to manage any potential or actual conflicts of interest in relation to claims on the Provision Fund, as described in [Section 11.6](#). The Provision Fund is audited annually by external auditors.

The amount of money in the Provision Fund and the value of expected payments into the Provision Fund from existing borrower loans are regularly updated on the website.

## 7.3 Provision Fund on wind-up

In the event that the Plenti Lending Platform is wound up, you will have no entitlement to any residual funds in the Provision Fund.

In the event that the Plenti Lending Platform is wound up, the assets of the Provision Fund are to be distributed in accordance with the Provision Fund trust deed and the Constitution.

To the extent that there are any funds in the Provision Fund once all loans have been repaid by borrowers on the winding up of the Plenti Lending Platform, the trustee of the Provision Fund will apply the remaining funds firstly to cover any losses, liabilities and expenses incurred by the Provision Fund or owing to the trustee of the Provision Fund, and then:

- To a fund selected by Plenti which has the same or a similar purpose as the Provision Fund (namely, to compensate investors) and which is operated by Plenti or a company which is associated directly or indirectly with Plenti in respect of loans made to borrowers; or
- If there is no fund which satisfies the above description, towards such charitable purposes as the trustee of the Provision Fund may choose.

# Borrower risk management

## 8.1 Credit risk management

We maintain comprehensive policies and processes for the management of credit risk, whether arising in credit exposure, fraud, Provision Fund claim management or customer service activities.

Plenti's credit policies, borrower risk assessment and fraud prevention procedures are subject to an ongoing process of development, supplemented by reviews and development by external credit experts as Plenti considers appropriate.

### Borrower risk assessment

Plenti employs a credit risk assessment and loan underwriting process similar to that employed by banks and other traditional lenders in order to determine a borrower applicant's creditworthiness before approving a loan to be made available on the Plenti Lending Platform. These processes include applicant identity verification, anti-fraud checks, credit assessment and analysis of the applicant's capacity to repay their loan. This assessment may include evaluation of an applicant's credit history and performance on past and existing credit obligations including through the procurement of credit bureau and other third party information.

Borrower risk assessment is ordinarily performed in three phases:

1. **Applicant assessment:** An analysis of an applicant's creditworthiness is undertaken, incorporating a review of information from credit-reporting bureaus, information provided by the applicant and potentially information from third parties. Depending on the applicant's risk profile, an applicant may or may not be accepted to proceed for further assessment.
2. **Risk Assurance Charges:** Information from the applicant assessment is used to determine the applicant's expected risk of default. The applicant's risk of default, as well as the amount, term and purpose of the loan for which they have applied and whether the loan is secured or unsecured, ordinarily form the basis of the Risk Assurance Charge (if any) the applicant would be required to pay to the Provision Fund at the time the loan is established or over the life of the loan (or a combination of both) if they proceed to become a borrower. A higher Risk Assurance Charge will not impact the interest rate earned by investors, nor does it increase the likelihood that an investor who has invested in such a loan will receive compensation from the Provision Fund in the event of a borrower late payment or default.
3. **Credit assessment:** Prior to an application for credit being approved, a further underwriting process is ordinarily undertaken which may include assessment by a specialist credit officer. For an applicant who is an individual seeking a personal loan regulated by the NCCP, this process may include one or all of the following:
  - Verification of the applicant's identity, to a standard consistent with obligations under anti-money laundering laws
  - Making reasonable efforts to assess the applicant's employment status, including assessing the likelihood of continued employment
  - Making reasonable efforts to assess the applicant's income and the likelihood of continued income being sufficient to fulfil existing obligations and new loan repayments without inducing hardship
  - Making reasonable efforts to assess the applicant's claimed living expenses, for example from housing, food and transport
  - Making reasonable efforts to verify the applicant's claimed loan purpose



- Making reasonable efforts to verify the applicant's existing liabilities, including their existing debt obligations
- Where an applicant applies for a secured loan, confirming information in relation to the property proposed to be used as security
- Assessment of loan suitability, given the applicant's objectives, loan characteristics and ability to service ongoing loan obligations without suffering hardship.

For a business applicant, the loan underwriting process may include one or more of the following:

- Verification of the details of the business, its directors and its shareholders to a standard consistent with obligations under anti-money laundering laws
- Making reasonable efforts to verify the activities of the business are consistent with the industry sector stated by the applicant
- Making reasonable efforts to determine the period for which the applicant has been in business
- Making reasonable efforts to verify the applicant's claimed loan purpose
- Making reasonable efforts to verify the applicant's assets and liabilities, including their existing debt obligations
- Making reasonable efforts to verify the business' ability to service the loan through, for example, assessing the business' payment cycle, cashflow and overall cash position
- Making reasonable efforts to verify the overall financial position of the applicant to ensure the business is solvent

In the instance that your funds are invested in a facilitating loan to the Early Access Facilitating Partner, no separate credit assessment is performed in relation to that loan. This is because funds advanced under a facilitating loan are used by the Early Access Facilitating Partner to acquire an existing loan which was previously established in accordance with the above underwriting procedures. The credit risk of a facilitating loan reflects the credit risk of the early access loan to which that facilitating loan relates. See [Section 6.8](#) for more information about early access transfers.

## Security interests

Where an applicant applies for a secured loan, they are required to provide details of the property over which a security interest may be registered. This includes information about the value of the property, whether the property is currently owned by the applicant and whether there are any existing security interests registered against the property.

Plenti may take steps to verify the information provided by the applicant in relation to the relevant property, including requesting copies of proof of ownership, serial numbers, condition reports, valuation documents or other documents as relevant.

If Plenti is able to facilitate the Custodian registering a security interest over the proposed property in relation to a loan, a borrower may benefit from a lower Risk Assurance Charge than what would otherwise be payable.

Security interests in personal property created under a secured loan agreement may be registered on the PPSR in the name of the Custodian. The PPSR is the Australian register administered by the Australian Financial Security Authority where security interests in personal property can be registered and searched.

Security interests in real property created under a secured loan agreement may be registered on the relevant state land information registry in the name of the Custodian.

## Fraud prevention

Fraud prevention is an integral component of Plenti's credit approval and loss management processes. Measures implemented to minimise vulnerability to fraud include:

- End-to-end online borrower identity verification, utilising, wherever possible, Federal Government Document Verification Service (**DVS**) data sources
- Undertaking fraud bureau checks with third party fraud reporting agencies prior to approving borrower credit applications
- Proprietary platform algorithms to detect signs of fraudulent applications
- Verification of appropriate ownership of a nominated bank account held with an Australian ADI (employing end-to-end online verification where possible)
- Verification procedures to ensure that loan funds being disbursed are paid into a bank account belonging to the relevant borrower or to the person to whom a borrower directs funds to be paid (for example, the supplier of goods being financed under a loan contract)

## Portfolio analysis

The portfolio risk of loans outstanding relative to Plenti's risk objectives is monitored by Plenti, informed by regular analysis and reporting.

## 8.2 Borrower default and collections

Plenti ensures a number of collection or debt recovery processes are undertaken in the event that a borrower is late in making their loan payments or defaults on their loan. These processes are the same whether a borrower has a loan funded by one investor or multiple investors.

When a borrower is late in making a loan payment, we or a nominated third party may undertake a number of processes (other than making a claim on the Provision Fund for the benefit of the investor, see [Section 7](#)), including:

- Issuing the borrower with payment reminders or payment demands
- Re-submitting direct debit instructions to debit the funds from the borrower's bank account
- Where the borrower is an individual, contacting the borrower to discuss their circumstances and to ascertain whether they are experiencing hardship
- If appropriate, working with the borrower to develop alternative payment arrangements, including, where the borrower is a business, matching repayment amounts to expected cashflows
- Where the borrower is a business, issuing notices to directors or third-party guarantors to repay amounts due
- Where necessary, reporting non-payment to credit bureaus
- Appointing an external collection agency to pursue payments

Similarly, when a borrower defaults on their loan, we or a nominated third party may undertake, in addition to the processes outlined above, the following processes:

- Appointing an external collection agency to pursue the outstanding loan balance, including late payments, any late fees and any interest due
- Engage in legal processes, including, where appropriate, court action
- Where a loan is secured, appointing a specialist collection or recovery agency to exercise the security interest, repossess and sell the relevant property

Where a borrower has defaulted on a secured loan and the security interest is exercised, Plenti may be unable to sell that property or the proceeds of any sale may not be sufficient to cover the full repayment of the loan. In other words, if a loan is secured, its repayment is not guaranteed.

When a borrower cannot be located, a specialist collections agency may be employed to locate the borrower and pursue collections processes including those outlined above. When a borrower has been declared bankrupt, Plenti may lodge a claim with the official assignee for amounts owed.

If a borrower is a natural person and that person dies, their loan obligations are not extinguished. Once we have received a certified copy of their death certificate, we will seek to provide the representative of their estate with the relevant details of the loan and the settlement figure. The borrower's representative can either pay off the outstanding amount in full, or set up new regular payments.

A loan will be considered to be in default if Plenti determines that no further payments will likely be made by the borrower. Plenti may consider a default to have occurred earlier in certain circumstances, for example if a borrower has been declared bankrupt, or later if Plenti believes that the borrower will soon make payments or if the borrower is making payments under hardship arrangements.

Plenti will consider whether it should make a claim to the Provision Fund to compensate an investor whose funds are invested in a loan to a borrower who is late in making payment or defaults on their loan. For more information about the Provision Fund, see [Section 7](#).

In the event that Plenti does not make a claim to the Provision Fund, and Plenti determines that a loan is in default, Plenti may in its discretion assign the loan, including any related security interests, to a third party (such as a collections agency) for an amount it is able to negotiate, or to the Provision Fund trustee for \$1. In such circumstances the consideration received will be paid to the relevant investors in proportion to the amount of the loan that they funded.

In the event that a loan has been assigned to a third party or to the Provision Fund, any future payments on that loan will not be received by the investor or investors whose funds were invested in that loan.

Investors do not have any direct rights of enforcement against borrowers or the Provision Fund in relation to borrower late payments or defaults.

In circumstances where a borrower is required to pay a late payment or payment dishonour fee, that fee does not accrue to investors.

# Fees and other costs

## 9.1 Consumer advisory warning

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

### 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 fees. 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.

## 9.2 Fees and other costs

This document shows fees and other costs that you may be charged. These fees and costs may be deducted from your money, from the returns on your investment or from the assets of the managed investment scheme as a whole. Taxes are set out in [Section 10](#).

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

Some of the fees and costs disclosed below are paid by the borrower or a series of borrowers to Plenti (or its related entities) in connection with loans in which you are invested. They are not fees that are deducted from any interest or principal payments paid to you. See the table in [Section 9.3](#) below for further detail.

Rates indicated on the Plenti website are net of all fees, including borrower fees.

## Fees and costs summary

### Plenti Lending Platform

Type of fee or cost	Amount	How and when paid
<b>Ongoing annual fees and costs</b>		
<p><i>Management fees and costs</i></p> <p>The fees and costs for managing your investment</p>	<p>10% of gross interest (including payments like interest) received in relation to a loan in which you are invested.</p> <p><b>And</b></p> <p>A fee equal to any interest generated on cash held for an investor in the Plenti Trust Account (i.e. the bank account a member's funds are held in when they are not on loan).</p> <p><b>And</b></p> <p>Custodian fees, being \$36,375.92 per annum paid to the Custodian for custodial services in relation to the assets of the Plenti Lending Platform.</p> <p><b>And</b></p> <p>Borrower fees, received from a borrower in relation to a loan in which your funds are invested. The average amount of this fee in the 2023 financial year was 5.57% of average net scheme assets.</p>	<p>The interest margin fee is paid at time that interest amount is allocated to an investor. The fee is not debited directly from your holding account.</p> <p>The fee is paid within two business days after the Plenti Trust Account is credited with interest. The fee is not debited directly from your holding account.</p> <p>This fee is paid quarterly in instalments by Plenti. This fee is not directly debited from your holding account and is not paid out of the assets of the Plenti Lending Platform.</p> <p>These fees are charged to and paid by the borrower and may be charged at the establishment of a loan or during the term of the loan. These fees are not debited directly from your holding account. The precise amount of these fees in respect of your portfolio varies by the terms of the borrowers' loan contracts to which your funds are invested, and may vary by amount, term and source of a loan, whether a loan is secured or unsecured, whether a borrower requests same-day transfer of funds as well as whether a borrower meets the terms of their loan contract during the loan.</p>
<p><i>Performance fees</i></p> <p>Amounts deducted from your investment in relation to the performance of the product</p>	Nil	Not applicable
<p><i>Transaction costs</i></p> <p>The costs incurred by the scheme when buying or selling assets</p>	Nil	Not applicable
<b>Member activity related fees and costs (fees for services or when your money moves in or out of the product)</b>		
<p><i>Establishment fee</i></p> <p>The fee to open your investment</p>	Nil	Not applicable
<p><i>Contribution fee</i></p> <p>The fee on each amount contributed to your investment</p>	Nil	Not applicable

Type of fee or cost	Amount	How and when paid
<i>Buy-sell spread</i> An amount deducted from your investment representing costs incurred in transactions by the scheme	Nil	Not applicable
<i>Withdrawal fee</i> The fee on each amount you take out of your investment	Nil	Not applicable
<i>Exit fee</i> The fee to close your investment	Nil	Not applicable
<i>Switching fee</i> The fee for changing investment options	Nil	Not applicable

### 9.3 Example of annual fees and costs

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

#### EXAMPLE - Plus Market<sup>1</sup>

		Balance of \$50,000 with contribution of \$5,000 during year
Contribution fees	Nil	For every additional \$5,000 you put in, you will be charged \$0.
<b>PLUS</b> Management fees and costs	0% p.a. + 10% interest margin fee deducted indirectly <sup>2</sup> + fee equal to interest earned on your funds in the Plenti Trust Account + borrower fees paid by a borrower or series of borrowers in connection with loans in which your funds are invested.	<p><b>And</b>, for every \$50,000 you have in the Plus Market, you will be charged or have deducted from your investment \$244.40 each year.<sup>3,4</sup> In addition, you will be charged a fee of \$68.30 assuming you contribute \$5,000 halfway through the year and those funds are not lent via the Plenti Lending Platform.<sup>5</sup></p> <p><b>And</b>, for every \$50,000 you have in the Plus Market, Plenti pays Custodian fees of \$8.68. In addition, Plenti pays Custodian fees of \$0.43 assuming you contribute \$5,000 halfway through the year and those funds are not lent via the Plenti Lending Platform. These fees are not directly debited from your holding account and are not paid out of the assets of the Plenti Lending Platform.</p> <p><b>And</b>, Plenti will earn \$2,966.45 from borrower fees from each \$50,000 investment which you lend via the Plus Market. This is paid by the borrower or series of borrowers in connection with loans in which your funds are invested.<sup>6,7</sup></p> <p>Rates indicated on the Plenti website are net of all fees (including borrower fees).</p>

## EXAMPLE - 5-Year Income lending market

<b>PLUS</b> Performance fees	Nil	<b>And</b> , you will be charged or have deducted from your investment \$0.00 each year.
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<b>PLUS</b> Transaction costs	Nil	<b>And</b> , you will be charged or have deducted from your investment \$0.00 in transaction costs.
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<b>EQUALS</b> Cost of the Plus Market		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 and costs in the range of:
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**\$3,210.86 to \$3,347.46<sup>8</sup>**

**What it costs you will depend on the investment option you choose and the fees you negotiate.**

<sup>1</sup> Example assumes an investment in the Plus Market in a loan with an indicative term of 5 years, however orders in the Plus Market may be invested in loans with indicative terms of up to 7 years.

<sup>2</sup> The interest margin fee is the fee charged on interest (including payments like interest earned from loans in which your funds are invested on the Plenti Lending Platform.

<sup>3</sup> The amount of interest margin fees shown is an average calculated by dividing the total of all interest margin fees earned by Plenti in FY23 across each \$50,000 investment in the Plus Market.

<sup>4</sup> The actual interest margin fee you will be charged will depend on the timing of investments in loans, the timing of payments received, whether you are exposed to any late payment or default without Provision Fund protection and whether capital and interest payments are reinvested.

<sup>5</sup> Example assumes \$5,000 contribution is transferred in at the halfway point of the notional year, remains in your holding account, and is not invested in any loans. The amount of interest earned on Plenti trust account funds is an average calculated by dividing the total of all interest amounts earned on the Plenti trust account in FY23, across each \$50,000 investment.

<sup>6</sup> The amount of borrower fees shown is an average calculated by dividing the total of all borrower fees earned by Plenti in FY23 across each \$50,000 investment in the Plus Market.

<sup>7</sup> The precise amount of borrower fees in respect of your portfolio varies by the terms of the borrower's loan contract to whom your funds are invested, and may vary by amount, term and source of the loan, whether the loan is secured or unsecured, whether the borrower requests same-day transfer of funds as well as whether the borrower meets the terms of their loan contract during the loan.

<sup>8</sup> This range is made up of the \$244.40 in the interest margin fee and a fee between Nil and \$136.61 which is equal to interest earned on your funds in the Plenti Trust Account which you pay and \$2,966.45 being the average borrower fees in relation to a \$50,000 investment.

## 9.4 Cost of product information\*

### Cost of product for 1 year

The cost of product gives a summary calculation about how ongoing annual fees and costs can affect your investment over a 1-year period for all investments options. It is calculated in the manner shown in the Example of Annual Fees and Costs.

The cost of product assumes a balance of \$50,000 at the beginning of the year with a contribution of \$5,000 during the year. (Additional fees such as an establishment fee or an exit fee may apply: Refer to the Fees and Costs summary for the relevant option.)

You should use this figure to help compare this product with other products offered by managed investment schemes.

<i>Flex Market</i>	Cost of product: <b>\$5,324.07 to \$5,461.54</b>
<i>Green Market</i>	Cost of product: <b>\$1,296.92 to \$1,434.39</b>
<i>Notes Market</i>	Cost of product: <b>\$136.61</b>

\*The costs described in the section include fees and costs which are paid by the borrower or a series of borrowers in connection with loans in which your funds are invested.

## 9.5 Additional explanation of fees and costs

### Interest margin fee

The interest margin fee is a fee paid to the Responsible Entity for operating the Plenti Lending Platform. The amount is ten percent of the gross interest (including payments like interest) earned on the loans to which your funds are on loan, whether paid by the borrower or by a third party pursuant to an ancillary arrangement, or ten percent of any amount paid from the Provision Fund to compensate you for a loss of interest. The fee is not debited directly from your holding account, but is deducted from the gross interest amount of payments received in relation to loans to which your funds are on loan or from any amount paid from the Provision Fund to compensate you for a loss of interest. The Responsible Entity accrues the interest margin fee daily. The Responsible Entity is paid the interest margin fee within two business days of a payment being made.

The Constitution states that the Responsible Entity is entitled to charge an interest margin fee of an amount of up to 20 percent of the gross amount of any interest on a loan held in a member's portfolio.

### Interest earned on Plenti Trust Account funds

In addition to the interest margin fee, the Responsible Entity charges a fee equal to the interest generated on cash held for an investor in the Plenti Trust Account. This fee is paid separately on an ongoing basis to the Responsible Entity and is not deducted from any balances shown to investors in their holding account. The Responsible Entity accrues interest in the Plenti Trust Account daily and is paid the interest within two business days after the account is credited with interest.

### Borrower fees

The Responsible Entity may receive amounts which are charged to and paid by borrowers in relation to a loan in which your funds are invested. These amounts are not received as income by members but are received by the Responsible Entity on its own account. The precise amount of these fees in respect of your portfolio varies by the terms of the borrowers' loan contracts in which your funds are invested and may vary by amount, term and source of the loan, whether the loan is secured or unsecured, whether the borrower requests same-day transfer of funds as well as whether the borrower meets the terms of their loan contract during the loan.



The fees that a borrower may pay are comprised of one or all of the following:

- A credit assistance fee, charged to the borrower at the establishment of their loan and added to the amount financed
- A platform servicing rate, charged to the borrower during the term of the loan. This amount is expressed as an annual percentage rate, and is paid when a borrower makes a payment in respect of their loan. This amount may form part of the interest rate disclosed to a borrower under the loan contract, but does not form part of the interest that is earned by investors in respect of a loan
- A monthly account keeping fee, charged to the borrower monthly and paid when a borrower makes a payment in respect of their loan
- An expedited loan transfer fee, charged to the borrower at the establishment of their loan in the event that they request a same day fund transfer via the Real Time Gross Settlements (**RTGS**) payment system
- A late payment fee, which may be charged at the Responsible Entity's discretion to a borrower who is late in making payments due under their loan
- A direct debit failure fee, charged to the borrower in the event that a direct debit payment is dishonoured by their bank
- A loan variation fee, charged at the Responsible Entity's discretion, to borrowers who request changes to the terms of their loan, including changes to repayment dates or scheduled repayment amounts
- A security registration fee, charged to borrowers for the registration of a security interest or other administration processes in relation to property that is or is proposed to be used as security under a secured loan
- Collection fees and costs, charged to borrowers to recover costs incurred by the Responsible Entity in undertaking collection activities, whether such costs are incurred by the Responsible Entity directly or an external collections agency

In some circumstances, a third party may pay some or all of these fees pursuant to an ancillary arrangement.

In the financial year ended 30 June 2023, borrower fees were 5.57% of average net scheme assets.

### **Custodian Fees**

The Responsible Entity pays Custodian Fees to the Custodian for custodial services in relation to the assets of the Plenti Lending Platform. These fees are a flat amount paid quarterly.

**Interest rates shown to investors on the Plenti website are net interest rates, shown after the deduction of the interest margin fee and borrower fees.**

## **9.6 Changes in fees or costs**

It is possible for the Responsible Entity's fees and costs to change up to the maximum amount specified in the Constitution, and we may do so without your consent. If there is any proposed increase, we will advise you in writing at least 30 days prior to the date that the increase takes effect. In addition, any increase in our interest margin fee will not apply to any funds on loan at the time the increase is implemented until those funds are reinvested.

## 9.7 Other payments

Where permitted by law, Plenti may make payments to third parties in respect of the Plenti Lending Platform out of its own funds.

### **Distribution payments**

Plenti may, at its discretion, enter into a variety of arrangements with service providers such as master fund and IDPS operators which may involve us making payments to these operators for the costs associated with offering Plenti Lending Platform on their investment menu.

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

### **Alternative forms of remuneration**

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

## 9.8 Goods and Services Tax (GST)

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

# Taxation

The income tax implications for Australian investors outlined in this section are general in nature, and do not take into account your specific circumstances. For example, the income tax implications outlined in this section do not consider taxpayers who are subject to the Taxation of Financial Arrangements regime. You should obtain specific taxation advice relating to your particular circumstances from a suitably qualified taxation adviser before investing in the Plenti Lending Platform.

## 10.1 Your portfolio held in trust

When you invest in the Plenti Lending Platform for the first time, you acquire an Interest. Your Interest is represented by units (either cash units or loan units) and gives you a separate interest in a Portfolio, which is held in a separate trust for your benefit, with Plenti as trustee.

Your Portfolio will contain cash and loans in which you are invested. Cash in your Portfolio includes cash you have invested but which has not been lent, payments received which have not been reinvested in loans or withdrawn by you and money received from the Provision Fund. Units issued in respect of your Interest are comprised of cash units, which represent an interest in cash amounts in your Portfolio, and loan units which represent an interest in each loan in your Portfolio. Each loan unit relates to a specific loan in your Portfolio.

When you invest more money through the Plenti Lending Platform, that money is added to your Portfolio.

Your trust that holds your Portfolio is a taxable entity and needs to file its own tax return. Plenti administers your trust and will arrange the lodgement of the tax return.

## 10.2 Income earned on your portfolio

The net income earned on your Portfolio will be assessable and will be included in the tax return for your trust. Plenti will include in the trust return the gross amount of interest received in respect of your loans and any amounts paid into your Portfolio by the Provision Fund on account of interest which the borrowers failed to pay but will deduct the amount of the interest margin fee that is payable to Plenti.

Plenti as trustee of your trust will make you presently entitled to the income of your trust each financial year, such that you will be required to include the taxable income of the trust in your assessable income for that year.

## 10.3 Borrower defaults

Any interest that is due and payable on a loan in which you have invested which the borrower fails to pay will not be assessable to your trust or to you. However, any payments made by the Provision Fund in respect of such interest will be assessable.

If a borrower defaults on payment of the principal of a loan, Plenti may determine that no further payments will likely be made by the borrower in respect of the loan and that the loan is in default. Plenti may then assign the loan to a third party, such as a collections agency, for an amount it is able to negotiate, or to the Provision Fund trustee for \$1, and will cancel the relevant number of loan units in your Portfolio which represent the amount of the specific loan your trust has lost.

Where you hold your units in the trust on capital account, the overall effect of this would be a capital loss which would be equal to the amount of the loan not recovered by your trust (less any payments made by the Provision Fund in respect of the principal). This capital loss may be included in your tax return and may be available to offset against any capital gains you have made. For some types of taxpayers, certain integrity rules may apply to determine whether any such capital loss is available to offset capital gains. Consideration should be given to the availability of any capital loss in the light of each taxpayer's specific circumstances.

Where you hold your units in the trust on revenue account (which may be the case, for example, where you are a financial institution such as a bank or an insurance company), the overall effect of this may be a revenue loss which would be equal to the amount of the loan not recovered by your trust (less any payments made by the Provision Fund in respect of the principal). This revenue loss may be included in your tax return and may be available to offset against any revenue or capital gains you have made. For some types of taxpayers, certain integrity rules may apply to determine whether any such revenue loss is available to offset revenue or capital gains. Consideration should be given to the availability of any revenue loss in the light of each taxpayer's specific circumstances.

## 10.4 Payments from the provision fund

If your trust receives a payment from the Provision Fund to compensate for a borrower late payment or default, the tax impact will depend on whether the payment provides full or partial compensation, and on the year in which that compensation is received.

If the Provision Fund provides full compensation in the same year as your trust would have received a borrower payment had the late payment or default not occurred, the tax position is the same as what it would have been had you not been exposed to a borrower late payment or default.

If your trust is only partially compensated through a payment from the Provision Fund, compensation for lost capital is made as a priority over compensation for lost interest. Compensation received from the Provision Fund for interest lost may be assessable as income.

## 10.5 Early access transfers

### Outgoing investors

If your trust utilises the early access transfer feature, your trust will transfer its interests in a loan (or loans) to the Early Access Facilitating Partner. Where the consideration receivable for the transfer of the early access loan is equal to the outstanding face value of the loan that is transferred, no gain or loss should be recognised by your trust. Plenti will cancel the relevant number of loan units in your Portfolio which represent the amount of the specific loan your trust has transferred. No gain or loss should arise for you as a result of these loan units being cancelled.

Where the consideration receivable for the transfer of the early access loan is less than the outstanding face value of the loan that is transferred, or the amount received is less than the outstanding face value of the loan that is transferred, a loss that is deductible for your trust should arise. Plenti will cancel the relevant number of loan units in your Portfolio which represent the amount of the specific loan your trust has transferred. As a result of the cancellation of the units, you should make a loss which is taken into account for tax purposes. The loss should be calculated as the outstanding value of the loan less the amount received for the early access transfer of the loan. The tax consequences for you will depend on whether the loss is a capital loss or a revenue loss.

### Replacement funders

If your trust makes a facilitating loan to the Early Access Facilitating Partner, the same Australian taxation implications detailed in [Sections 10.1 to 10.4](#) should arise in respect of the facilitating loan.

If you are in the business of lending money or trading in loans the above information may not apply to you and you should seek specialist tax advice.

# Additional information

## 11.1 Associated companies

Plenti is a wholly-owned subsidiary of Plenti Pty Limited and a member of the Plenti group. Plenti Group, the parent company of this group, is a public company listed on the ASX, trading under the code PLT. You can learn more about Plenti Group online at [www.plenti.com.au/shareholders](http://www.plenti.com.au/shareholders).

Plenti Pty Limited is contracted to provide operational, information technology, human capital, financial and other resources to Plenti pursuant to an outsourced services agreement. The operational resources and support provided include the operation, maintenance and support of information technology (including the website), as well as assistance with borrower assessment, customer identification and verification checks, loan administration and customer service. This services agreement can be terminated by Plenti Pty Limited with 6 months' notice, in certain circumstances, including where Plenti is the subject of an insolvency event or Plenti is in material breach of the agreement. Plenti Pty Limited is paid fees for its provision of services to Plenti.

## 11.2 Third party service providers

Plenti has appointed the Custodian to hold the assets of the Plenti Lending Platform on behalf of Plenti. The duties of the Custodian include:

- To hold and maintain legal title to the Plenti Trust Account and loans of the Plenti Lending Platform
- To be the legal lender-of-record in relation to loans made to borrowers
- To act on the specific instructions given by Plenti and its representatives in relation to assets of the Plenti Lending Platform

The legal arrangements between Plenti and the Custodian allow Plenti to perform, on behalf of the Custodian, a number of actions in relation to loans, including issuing loan payment reminders to borrowers, communicating with borrowers in the case of late payment or default and referral of borrowers to specialist external collection agencies in the case of a loan default.

The Custodian has no supervisory role in relation to the operation of the Plenti Lending Platform and has no liability or responsibility to a member for any act done or omission made in accordance with the Custodian Agreement.

Perpetual Corporate Trust Limited has been appointed as Custodian of the Plenti Lending Platform.

## 11.3 Membership

Plenti is a member of AFCA, an external dispute resolution body (member number 32003).

## 11.4 Keeping investors informed

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

- A notification confirming your initial investment in the Plenti Lending Platform
- Information in your Plenti Account setting out the transactions on your Plenti Account, including payments credited to your holding account
- A notice setting out any material change or significant event affecting your investment or the Plenti Lending Platform
- An annual tax statement containing a summary of your distributions for the financial year to assist you in completing your tax return
- Any updated PDS from time to time
- If you have access to the Notes Market, any updated or new Supplementary Product Disclosure Statement in respect of that investment market
- Annual financial reports for the Plenti Lending Platform, if you elect to receive such reports and if you elect to receive them by email. You may elect to receive a hard copy of annual financial reports by contacting us on 1300 768 710

Using your Plenti Account, you can view all transactions in relation to your investment in the Plenti Lending Platform at any time.

All material information about the Plenti Lending Platform, such as the most up-to-date PDS for the Plenti Lending Platform, notices of material changes and significant events, the current minimum and maximum order rates, early access market value limits, and funds replacement buffer, and the annual financial report for the Plenti Lending Platform, are available on the website.

## 11.5 Cooling-off

Cooling-off rights do not apply in respect of an investment in the Plenti Lending Platform.

## 11.6 Management of potential conflicts of interest

Plenti has identified those circumstances in which it considers that it may face a conflict of interest and has adopted policies designed to mitigate or avoid those conflicts.

### Provision Fund claims

In the event of a borrower late payment or default, Plenti may make a claim on the Provision Fund on behalf of investors, as described in [Section 7](#). Plenti considers that there may be a conflict of interest where its employees, officers or associates, or the employees, officers or their associates of Plenti Pty Limited or Plenti Group, have lent money using the Plenti Lending Platform and have suffered a default, and where they are required to make a decision as to whether a claim will be made on the Provision Fund in relation to that default. Plenti manages that conflict by:

- Ensuring that the same policies and procedures apply in relation to a claim to the Provision Fund in relation to a loan in which an employee, officer or their associates have invested, as to any other default in relation to loans made by other investors;
- Ensuring that where an employee or officer has knowledge that they have an interest in a loan that is the subject of a Provision Fund claim, the relevant employee or officer does not participate in a decision as to whether or not a claim will be made on the Provision Fund.

### Employee participation

A potential conflict could arise where employees or officers of Plenti have borrowed or invested money using the Plenti Lending Platform. Plenti manages this potential conflict by adopting a policy whereby employees and officers of Plenti can only participate as a borrower or investor in the Plenti Lending Platform within established systems and controls, including disclosure of conflicts and restricted access to an employee's Plenti Account during operating hours. This policy helps us to manage this potential conflict of interest.

## Early access transfer

The Constitution provides for the early access transfer feature by which investors may be able to exit their investment in a loan before the end of the nominal term of that loan, provided that there are funds from replacement funders available to replace the outgoing investor's interests in a loan and the outgoing investor's interest in a loan is greater than \$10. The early access transfer feature is facilitated by assigning an outgoing investor's interests in a loan to a special purpose trust (the **Early Access Facility Trust**).

The units in the Early Access Facility Trust are majority owned by Plenti Pty Limited. The Early Access Facilitating Partner and Plenti may earn revenue from facilitating early access transfers, as a result, there may be a conflict of interest between the interests of the Early Access Facilitating Partner and Plenti and that of investors. This conflict is managed by ensuring that the Early Access Facilitating Partner and Plenti can only facilitate the early access transfer of loan interests in accordance with the terms of the early access transfer feature as set out in this PDS.

The Early Access Facilitating Partner is a wholly owned subsidiary of Plenti Group and acts as trustee of the Early Access Facility Trust, in which capacity it holds loans to facilitate early access transfers when requested under the terms of the constitution of the Plenti Lending Platform. The Early Access Facilitating Partner does not borrow any other monies or grant security to any third parties in its capacity as trustee of the Early Access Facility Trust.

## Investments by related parties

Entities related to Plenti, including Plenti Group and Plenti Pty Limited, may invest funds on the Plenti Lending Platform. This may give rise to a conflict between the duties of the related party to Plenti (as a service provider or otherwise) and its interests as an investor. Plenti manages this conflict by:

- Utilising information barriers to ensure that those persons administering a related party's Plenti Account do so only based on information available to investors generally; and
- Ensuring that where a person administering a related party's Plenti account has knowledge that they have interests in a loan that is the subject of a Provision Fund claim, the relevant employee or officer does not participate in nor communicate the fact of that knowledge to a person who does participate in, a decision as to whether or not a claim will be made on the Provision Fund.

## Other activities of Plenti

Plenti acts as trustee for the Plenti Wholesale Lending Platform, an unregistered managed investment scheme and provides loan management, administration and collection services in relation to loans provided by Plenti Finance, both of which are engaged in facilitating finance to consumers and businesses.

Plenti has established and documented policies and procedures designed to address a range of situations where a conflict of interest may arise and to govern the manner by which Plenti provides its services and the conduct and behaviour required of all employees and officers. Amongst other policies, Plenti maintains an allocations policy to determine a reasonable allocation of loan opportunities between schemes which is reviewed annually by Plenti's Board of Directors.

The allocation policy is designed to allocate loans on a fair, reasonable and objective basis. In summary, loans are allocated between funding sources in accordance with the following broad principles:

- If Plenti determines that there may be insufficient funding available on the Plenti Lending Platform to provide finance, or notwithstanding any interest rate limit, the interest rate at which funding is available may reasonably deter borrowers from proceeding with a loan or deter prospective borrowers from seeking to finance loans through the Plenti Lending Platform, having regard to:
  - the current and recent historical interest rates of loans funded via the Plenti Lending Platform; and
  - the current and recent historical volumes of orders in an investment market;Plenti may allocate that loan to another funding source.
- Where more than one funding source could fund a loan, loans are allocated on a set of pre-determined, non-discretionary matrix, where a particular loan term, purpose or eligible security interests (if applicable) may inform the allocation of a particular loan to a funding source.



These principles apply to potential loans where Plenti has the ability to make or influence investment allocation decisions. It does not apply where a borrower or a source of borrower referrals requires funding be provided through a specific scheme, in which case Plenti does not have the ability to make or influence the allocation decisions. Plenti has entered into arrangements with commercial partners which require that loans are funded only by the Plenti Wholesale Lending Platform or by Plenti Finance.

Plenti may at its discretion allocate a loan to the Plenti Lending Platform even if it would meet the criteria to be funded through another funding source. If a loan is allocated to be funded by the Plenti Lending Platform but is unable to be funded after a reasonable period, Plenti may re-allocate that loan to another funding source.

## 11.7 Complaints

We have established procedures for dealing with complaints.

If you have any concerns or complaints, please contact our Customer Services team on 1300 768 710. We will endeavour to respond and resolve the complaint within the timeframe set out in applicable law.

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

**Website:** [www.afca.org.au](http://www.afca.org.au)  
**Telephone:** 1800 931 678 (free call)  
**Email:** [info@afca.org.au](mailto:info@afca.org.au)  
**In writing to:** Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

## 11.8 Privacy

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

Privacy laws regulate, amongst other matters, the way organisations collect, use, disclose, keep secure and give people access to their personal information. Plenti collects personal information from you in the Application Form and may collect additional personal information in the course of managing your investment in the Plenti Lending Platform. If you do not provide the information requested in the Application Form, we will not be able to process or accept your application.

Plenti's privacy policy states how we collect, use, disclose, store, and manage personal information. Plenti's privacy policy is available on our website. To access or update your personal information, please visit the 'Account Setting' link on the website or contact us on 1300 768 710 or [contact@plenti.com.au](mailto:contact@plenti.com.au).

## 11.9 Design and Distribution Obligations

The 'design and distribution obligations' (**DDO**) regime under the Corporations Act commenced on 5 October 2021. Under the DDO regime, Plenti is required to, amongst other things, prepare and publish a Target Market Determination for its relevant financial products, and take reasonable steps to ensure that retail product distribution conduct is consistent with the Target Market Determination for that product.

Plenti may ask additional questions to applicants for Interests or members (as the case may be) in order to meet its DDO obligations. This may mean that some or all investment markets may not be made available to all investors if they fall outside of the target market as set out in the relevant Target Market Determination.

A copy of the Target Market Determination for each of the financial products issued by Plenti is available on the website at [www.plenti.com.au/compliance/tmd/](http://www.plenti.com.au/compliance/tmd/).

## 11.10 Consents

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

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

Name of person	Named as	Reports or statements
Grant Thornton Audit Pty Limited	Auditor	Statement about it in <a href="#">Section 15</a>
Ashurst Australia	Legal advisers	Statement about it in <a href="#">Section 15</a>
Plenti Pty Limited	Parent of the Responsible Entity	Statements about it in <a href="#">Sections 4, 11.1 and 11.6</a>

None of the persons referred to above has made any statement that is included in this PDS or any statement on which this PDS is based, other than any statement or report included in this PDS with the consent of that person as specified above.

Each of the persons referred to above:

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

## 11.11 Labour standards or environmental, social or ethical considerations

Plenti takes into account environmental considerations in determining the selection of loans in the Green Market, however, Plenti does not take environmental considerations into account when funding these loans. See [Section 8.1](#) and [Section 13](#) for more information about how Plenti takes environmental considerations when facilitating investments in the Green Market to loans where the purpose of the loan is to finance the purchase and/or installation of particular Approved Energy Products. The criteria for an Approved Energy Product are set out in [Section 13](#). While we may make reasonable efforts to confirm information relating to the loan purpose where the loan is to be funded via the Green Market, this does not guarantee that a borrower will utilise funds for the purpose they claim.

Plenti does not take into account environmental considerations in relation to loans made in the Flex Market or Plus Market.

Plenti does not take into account labour standards, or social or ethical considerations, in relation to assets in any investment market.

## 11.12 Anti-money laundering laws

Plenti is required to collect certain customer identification information and verify that information in compliance with the Anti-Money Laundering/Counter-Terrorism Financing Act 2006 (Cth) (the **AML/CTF Act**) and rules made under that Act before it can issue Interests to applicants.

Customer identification information may include detailed 'know your customer' (**KYC**) information in relation to the applicant such as, for an individual applicant, name, address, and date of birth, and for an applicant that is a business entity, details of directors and beneficial owners, and where the applicant is a trustee, details of the trust deed and beneficiaries. The Responsible Entity may require further KYC information such as information concerning business activities, structure and source of funds of applicants and from time to time may require an applicant to provide updated or additional information.

Plenti may refuse to accept an application or decline to issue Interests to an applicant until it has satisfactorily concluded a customer identification procedure in relation to the applicant.

Plenti may delay or refuse any request or transaction, including by suspending the issue or redemption of Interests, if the Responsible Entity is concerned that the request or transaction may cause the Responsible Entity to contravene the AML/CTF Act. The Responsible Entity will incur no liability to the applicant if it does so.

## 11.13 Obtaining a copy of the Constitution and Compliance Plan

The Constitution and the Compliance Plan are available for inspection during normal business hours at the registered office of the Responsible Entity.

# How to apply

## 12.1 Application process

Becoming a member of the Plenti Lending Platform is straightforward, and can, in most cases, be completed entirely online.

Becoming a member and funding your account requires you to take three simple steps.

### **Register as a user via the website**

To register you will be required to provide information including your name and email address. You will also be required to create a user name and password and agree to the 'Terms and Conditions' set out on the website. Upon registering you will be provided with a Plenti Account and will be able to access additional information about the Plenti Lending Platform. To register, visit [www.plenti.com.au](http://www.plenti.com.au).

### **Apply to become a member**

Once you have registered as a user, you can apply to become a member of the Plenti Lending Platform, which will allow you to transfer funds to your holding account and create orders to lend funds.

To be eligible to become a member as an individual or joint applicant, you must be over 18 years of age and be resident in Australia. Any tax resident company or trust may also apply to be a member.

All applicants must confirm that they have read this PDS in its entirety, and then complete the Application Form.

Additional identity verification procedures may apply to companies and trustees that do not apply to individual investors. Once you have completed the Application Form, we will perform various checks including customer identification and verification checks required under anti-money laundering legislation. If these checks are successful, we will then process your application. You will be notified by email if your membership application is successful.

### **Transfer in funds**

If you are accepted as a member, you will be able to transfer in funds into the Plenti Lending Platform. Funds in your holding account or on market are held on trust in an account with an Australian ADI held by the Custodian for the Plenti Lending Platform.

You can transfer in funds by logging on to your Plenti Account on the website, click 'Transfer Funds' and follow the instructions. You can transfer in funds using bank transfer or BPAY. We do not accept transfers by cheque or cash.

There is no minimum amount that may be transferred into the Plenti Lending Platform, however the minimum funds in your holding account for an order or reinvestment to be effected is currently \$10. Plenti reserves the right to cap the amount of your total investment.

Once your funds have been received, you will be able to login to your Plenti Account and see your funds in your holding account. You will then be able to create an order to lend by clicking on 'Invest Now' and following the instructions. See [Section 6.4](#) for more information on how to lend on the Plenti Lending Platform.

## 12.2 Tax information

It is not compulsory for you to provide your Tax File Number (**TFN**). However, if you do not do so, Plenti is required to apply TFN withholding tax (at 47%) to distributions made from your trust unless you are in an exempt category and provide relevant details as specified in the application form. Plenti will preserve the confidentiality of your Tax File Number, collection of which is authorised by tax laws.

If you are a tax resident of a country other than Australia, Plenti may be required to apply withholding tax to distributions made from your trust in accordance with relevant tax laws.

## 12.3 Electronic disclosure

Participation in the Plenti Lending Platform is designed to be predominantly effected and managed online via the website and via email.

You must nominate an email address when you register via the website and when you complete the Application Form. The email address you nominate in your completed Application Form will be the address to which we will send you information about the Plenti Lending Platform and your investment. **By nominating an email address, you consent to receiving the following documents (along with other information set out in Section 11.4) by email to that address (or to any other email address nominated by you on your Plenti Account):**

- Your initial membership confirmation
- Any periodic statements
- Notices of material changes or significant events
- Your annual tax statements
- Any updated PDS or supplementary PDS
- Any updated Supplementary Product Disclosure Statement (where it is relevant to your membership of the Plenti Lending Platform because of your investment in a particular investment market)
- Annual financial reports for the Plenti Lending Platform, if you elect to receive a copy of such reports and if you elect to receive them by email

In the Application Form, you will also be asked to expressly consent to receive confirmations of transactions on your investment in the Plenti Lending Platform by accessing your Plenti Account on the website.

Other material information about the Plenti Lending Platform will be available on the website.

# Approved Energy Products

Orders in the Green Market are invested in loans where the purpose of the loan is to finance the purchase and/or installation of particular Approved Energy Products. Approved Energy Products are further categorised as Renewable Energy Products or Energy Efficiency Products as set out below.

Plenti determines which borrower purchases and/or installations are categorised as Approved Energy Products in its sole discretion and reserves the right to change its categorisations from time to time. Plenti will notify investors of any changes.

When making such classifications, it considers:

- The definition of clean energy technologies set out in section 60(1) (and related clauses) of the Clean Energy Finance Corporation Act 2012 (Cth);
- The product or technology criteria of relevant Commonwealth, State or Territory Government standards or guidelines; and
- The product or technology criteria of relevant industry standards bodies or organisations.

The following purchases and/or installations are currently categorised as Approved Energy Products. Plenti has no predetermined view about what are to be the required specifications or standards for each of these Approved Energy Products, except where specified:

Product/Installation	Description
<b>1. RENEWABLE ENERGY PRODUCTS</b>	
<b>Solar photovoltaic systems</b>	<p>Systems that meet the Australian Standards including:</p> <ol style="list-style-type: none"> <li>solar photovoltaic systems listed on the Clean Energy Council's website as being rated Fire Safety Class C, and</li> <li>inverters and power conversion equipment listed on the Clean Energy Council's website which are suitable for installation under the Australian Government's Renewable Energy Certificate scheme.</li> </ol> <p>The system installer must be accredited by the Clean Energy Council.</p>
<b>Solar water heaters and air source heat pumps</b>	<p>Solar water heaters and air source heat pumps that are eligible for small-scale technology certificates under the Australian Government's Small-scale Renewable Energy Scheme.</p> <p>Eligible equipment is listed on the Australian Government's, Clean Energy Register of solar water heaters and must be installed in accordance with the Australian Standards.</p>
<b>Batteries</b>	<p>All battery storage and associated technologies that meet the Australian Standards, provided the batteries are:</p> <ol style="list-style-type: none"> <li>recharged from renewable sources, including both solar photovoltaic systems and/or wind generation systems, and</li> <li>integrated as part of a 'behind the meter' renewable generation project.</li> </ol> <p>The installer must be accredited by the Clean Energy Council (design and install) with storage (for grid connected systems) endorsement.</p>
<b>Variable speed drives and variable frequency drives</b>	<p>Variable speed drives or variable frequency drives being installed where no such system was previously operating.</p>

Product/Installation	Description												
<b>1. RENEWABLE ENERGY PRODUCTS</b>													
<b>Power factor correction</b>	Projects that improve the power factor to above 0.9 lagging that would qualify for New South Wales Energy Savings Scheme certificates as certified by a certified engineer or technology supplier.												
<b>Lighting</b>	Lighting technologies that would qualify under the New South Wales Energy Savings Scheme, the Victorian Energy Efficiency Target or the South Australian Retailer Energy Efficiency Scheme.												
<b>Air conditioning</b>	High efficiency retail air conditioning systems meeting both the minimum heating and cooling Star Rating in accordance with the Energy Rating Label (as regulated by the Australian Government). <table border="1" data-bbox="485 577 1123 703"> <thead> <tr> <th>Capacity*</th> <th>Star Rating (cooling)</th> <th>Star Rating (heating)</th> </tr> </thead> <tbody> <tr> <td>5.00kW and below</td> <td>&gt;=5.5</td> <td>&gt;=5.5</td> </tr> <tr> <td>5.01kW - 7.00kW</td> <td>&gt;=4.5</td> <td>&gt;=4.5</td> </tr> <tr> <td>7.01kW and above</td> <td>&gt;=3.5</td> <td>&gt;=3.5</td> </tr> </tbody> </table> <p>*Cooling capacity</p>	Capacity*	Star Rating (cooling)	Star Rating (heating)	5.00kW and below	>=5.5	>=5.5	5.01kW - 7.00kW	>=4.5	>=4.5	7.01kW and above	>=3.5	>=3.5
Capacity*	Star Rating (cooling)	Star Rating (heating)											
5.00kW and below	>=5.5	>=5.5											
5.01kW - 7.00kW	>=4.5	>=4.5											
7.01kW and above	>=3.5	>=3.5											
<b>Electric vehicles (EVs)</b>	Vehicles that are a: <ol style="list-style-type: none"> <li>Battery Electric Vehicle (<b>BEV</b>), being vehicles that are solely powered by battery-stored electricity and do not have a petrol, diesel or LPG engine, fuel tank or exhaust pipe;</li> <li>Fuel Cell Electric Vehicle (<b>FCEV</b>), being electric vehicles that use a fuel cell instead of a battery (and are typically, but not always, fuelled by hydrogen); or</li> <li>Plug-In Hybrid Electric Vehicle (<b>PHEV</b>), being vehicles that combine a petrol or diesel engine with an electric motor and rechargeable battery.</li> </ol>												
<b>EV charging equipment</b>	Any of the following types of EV charger that are legal to operate in Australia: <ol style="list-style-type: none"> <li>Level 1 AC standard/trickle charging;</li> <li>Level 2 AC fast charging; or</li> <li>Level 3 DC rapid charging,</li> </ol> and all related equipment including, without limitation, any cables, enclosures and communication devices or smart-charging controllers or interfaces.												
<b>2. ENERGY EFFICIENCY PRODUCTS</b>													
<b>Double-glazing/low emissivity coatings</b>	High performance window glazing (eg. double-glazing or low-e glazing) that have been installed by a professional service provider.												
<b>Energy monitoring/control systems</b>	In-home real-time energy monitoring system.												
<b>Green Star Homes</b>	Professional costs associated with engaging with a builder, architect or accredited assessor for a Green Star Homes Standard, Passive House Design, or Nationwide House Energy Rating Scheme ( <b>NatHERS</b> ) minimum 7-star design.												
<b>Insulation</b>	Professional costs associated with the purchase and installation of insulation for a residential home by an Energy Efficiency Council accredited insulation professional.												
<b>NatHERS rating</b>	Professional costs associated with the assessment of home energy efficiency by an accredited assessor or a NatHERS In-Home or minimum 7 stars NatHERS assessment.												
<b>Pool pump</b>	Professional costs associated with the installation of a pool pump with a minimum energy rating of 7 stars under the Voluntary Energy Rating Labelling Program.												

Product/Installation	Description
<b>2. ENERGY EFFICIENCY PRODUCTS</b>	
<b>Ceiling fan</b>	Costs associated with the professional services for the installation of a ceiling fan by a qualified electrician.
<b>Smart meter (Type 4 meter)</b>	Costs associated with the installation of smart meters by a qualified professional.
<b>Costs associated with the removal of gas connections to a residential home and associated gas appliances</b>	Professional costs associated with the removal of gas connections to a residential home and replacement associated gas appliances.

To help determine whether a loan falls within the Approved Energy Product criteria, Plenti may require the borrower, manufacturer or installer to provide documentary evidence that the purchase and/or installation falls within the eligibility criteria set out above. Although Plenti has this procedure in place to help it determine whether a loan falls within the above criteria, this does not ensure that all loans facilitated through the Green Market will meet those criteria or be used to finance the purchase and/or installation of Approved Energy Products. Plenti will notify all relevant members if it becomes aware that more than 5% of the number of loans funded from the Green Market did not meet the Approved Energy Product criteria at the time the loans were funded.



# Glossary

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

TERM	MEANING
\$	Australian dollars
ACL	Australian credit licence issued by ASIC under section 37 of the NCCP
ADI	Authorised deposit-taking institution
AFCA	Australian Financial Complaints Authority
AFSL	Australian financial services licence issued by ASIC under section 913B of the Corporations Act
app	The Plenti application available to download to a mobile device for access to the Plenti Account
Application Form	The application form which accompanies this PDS (or the electronic PDS) under which a person may apply for an Interest
Approved Energy Product	A product as defined in <a href="#">Section 13</a> for which a loan to finance the purchase and/or installation of that product may be eligible to be funded through the Green Market
ARSN	Australian Registered Scheme Number
ASIC	Australian Securities and Investments Commission
Banking Act	Banking Act 1959 (Cth)
borrower	An individual or business that borrows funds or is extended credit via the Plenti Lending Platform. Where the loan is a facilitating loan, the borrower may be the Early Access Facilitating Partner
business	An entity that carries on a lawful activity of any sort, whether or not for profit or gain, and includes any such corporation, trust, partnership or sole trader
business day	A day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney
cash unit	A fractional interest in so much of a Portfolio as is represented by cash held for a member, each of which has an issue price of \$1.00
Compliance Committee	The compliance committee in respect of the Plenti Lending Platform established by the Responsible Entity under Part 5C.5 of the Corporations Act
Compliance Plan	The compliance plan of the Plenti Lending Platform as amended from time to time
Constitution	The constitution of the Plenti Lending Platform as amended from time to time

TERM	MEANING
<b>Corporations Act</b>	Corporations Act 2001 (Cth)
<b>creditworthy</b>	In relation to a borrower, an individual or business that we have approved following our borrower risk assessment processes which take into account our assessment of their propensity and financial capacity to fulfil their obligations under a proposed loan contract at the time of assessment
<b>Custodian</b>	The custodian of the Plenti Lending Platform, which is Perpetual Corporate Trust Limited as at the date of this PDS
<b>Custody Agreement</b>	The custody agreement between the Responsible Entity and the Custodian in relation to the Plenti Lending Platform
<b>Early Access Facilitating Partner</b>	Plenti Facility Trustee Pty Limited (ABN 97 628 882 673) in its capacity as trustee for the Early Access Facility Trust
<b>Early Access Facility Trust</b>	Early Access Facility Trust (ABN 43 106 950 215) being a special purpose trust which holds early access loans assigned by an outgoing investor, the payment for such assignment being provided by monies advanced under a loan issued to the Early Access Facilitating Partner from replacement funders
<b>early access rate limit</b>	The maximum rate in respect of a market, as determined by Plenti and published on the website from time to time, above which early access transfers will not be fulfilled
<b>early access market value limit</b>	The minimum amount of orders, as determined by Plenti and published on the Website from time to time, that must be available in a particular market for early access transfers to be available in respect of that particular market
<b>early access loan</b>	An outgoing investor's interest in a loan which is assigned to the Early Access Facilitating Partner
<b>early access transfer</b>	The facility made available by Plenti through which members can apply to exit a portion or all of their investments in loans before the end of the indicative term, subject to the terms of the Constitution and this PDS
<b>electronic PDS</b>	The electronic copy of this PDS located on the website
<b>Energy Efficient Product</b>	A product described in Table 2 of <a href="#">Section 13</a>
<b>facilitating loan</b>	Monies advanced under a loan issued to the Early Access Facilitating Partner from replacement funders, for the purposes of the acquisition of an early access loan by the Early Access Facility Trust
<b>Financial Claims Scheme</b>	The scheme described in Division 2AA of Part II of the Banking Act relating to insolvent ADIs
<b>funds replacement buffer</b>	The aggregate amount of funds that must remain on the Flex Market after any existing investor funds are replaced
<b>Green Star Homes Standard</b>	A rating issued by the Green Building Council of Australia ( <b>GBCA</b> ) for new homes which are assessed as meeting its standards
<b>holding account</b>	A member's funds as shown in the Plenti Trust Account and which are not on market to be invested in a loan or series of loans

TERM	MEANING
<b>indicative term</b>	The approximate term for which your funds are matched to a loan in a market, assuming that a) the borrower does not repay their loan early, and b) that your funds have not been required to remain matched to a loan for a longer period due to insufficient investor funds being available to replace your funds or a later borrower payment which is not compensated by the Provision Fund, and c) in the Plus Market or Green Market, that you are not matched to a facilitating loan
<b>Interest</b>	An 'Interest' in the Plenti Lending Platform as defined in the Constitution
<b>interest</b>	A rate which is charged or paid for the use of money
<b>interest margin fee</b>	Plenti's fee relating to interest payments received by investors
<b>investment market, market</b>	An investment market on or made available by the Plenti Lending Platform in relation to which a member may decide to commit their funds for investment
<b>investor</b>	A member whose funds is, or have been, committed to one or more loans
<b>loan</b>	Generally, an agreement between an investor and a borrower for the borrower to repay an amount of money lent along with interest accrued. When specific to the Plenti Lending Platform, a sum of money that is lent by the Custodian to a borrower and repaid in accordance with a loan contract and any ancillary arrangements, where repayments may be monthly, or on some other basis as contractually agreed between the parties
<b>loan unit</b>	A fractional interest in so much of a Portfolio as is represented by loans funded on behalf of a member, each of which has an issue price of \$1.00
<b>maximum order rate</b>	The highest interest rate at which an order can be placed in a particular investment market as determined by us from time to time and published on our website
<b>member</b>	A person who is a member of the Plenti Lending Platform
<b>minimum order rate</b>	The lowest interest rate at which an order can be placed in a particular investment market as determined by us from time to time and published on our website
<b>NCCP/National Consumer Credit Protection Act</b>	National Consumer Credit Protection Act 2009 (Cth)
<b>New South Wales Energy Savings Scheme</b>	The government-operated scheme described online at <a href="https://business.gov.au/grants-and-programs/Energy-Savings-Scheme-NSW">business.gov.au/grants-and-programs/Energy-Savings-Scheme-NSW</a>
<b>on loan</b>	An investor's funds lent to a borrower or borrowers
<b>on market</b>	An investor's funds comprising part of the Plenti Trust Account that form part of an order the investor has made, which may or may not be invested in a loan
<b>order</b>	An investor's request for a specific amount of their funds to be invested in an investment market
<b>Passive House Design</b>	Design which is certified as meeting the passive house certification criteria by a relevant accredited member of the Passive House Institute
<b>PDS</b>	This document
<b>Perpetual Corporate Trust Limited</b>	Perpetual Corporate Trust Limited (ABN 99 000 341 533)
<b>Plenti Account</b>	An account accessible on the website or app which shows the balance of an investor's holding account, amount on market and amount on loan, and which allows the investor to make orders and give other instructions

TERM	MEANING
<b>Plenti Finance</b>	Plenti Finance Pty Limited (ABN 82 636 759 861)
<b>Plenti Group</b>	Plenti Group Limited (ACN 643 435 492) (ASX:PLT)
<b>Plenti Lending Platform</b>	Plenti Lending Platform (ARSN 169 500 449)
<b>Plenti Pty Limited</b>	Plenti Pty Limited (ABN 29 161 376 638)
<b>Plenti Trust Account</b>	The bank account with an Australian ADI held in the name of the Custodian
<b>Portfolio</b>	Assets which are held by the Responsible Entity on behalf of a member from time to time, including cash and loans
<b>PPSR</b>	The Personal Property Security Register which is administered by the Australian Financial Security Authority
<b>Provision Fund</b>	A pool of money held in trust on which Plenti may make a claim on behalf of an investor in the event of a borrower late payment or default
<b>Provision Fund total</b>	The amount of cash held in the Provision Fund plus the total amount of money we expect will be paid into the Provision Fund from existing loans, taking into account our estimate of early borrower payments and borrower defaults
<b>Renewable Energy Product</b>	A product described in Table 1 of <a href="#">Section 13</a>
<b>replacement funder</b>	Has the meaning given in <a href="#">Section 6.8</a>
<b>Responsible Entity, Plenti, our, us, we</b>	Plenti RE Limited (ABN 57 166 646 635)
<b>Risk Assurance Charge</b>	The charge that may be paid by borrowers on the Plenti Lending Platform that is contributed to the Provision Fund and which may be paid at the establishment of the loan or over the life of the loan or a combination of both
<b>secured loan</b>	A loan made pursuant to an agreement under which Plenti or the Custodian takes a security interest in specified property owned or proposed to be owned by the borrower
<b>security interest</b>	A property interest created by agreement over specified property to help secure the repayment of a loan
<b>Target Market Determination</b>	Has the same meaning as 'target market determination' in section 994A(1) of the Corporations Act 2001 (Cth)
<b>The Trust Company</b>	The Trust Company (Australia) Limited (ABN 21 000 000 993)
<b>website</b>	The website located at <a href="http://www.plenti.com.au">www.plenti.com.au</a> or related websites including <a href="http://plenti.com.au">plenti.com.au</a> and <a href="http://members.plenti.com.au">members.plenti.com.au</a>
<b>you, your, I</b>	A person applying for an Interest, or a member, as applicable

# Corporate directory

## Responsible entity

Plenti RE Limited

ABN  
57 166 646 635

AFSL NUMBER  
449176

ACL NUMBER  
449176

PHYSICAL ADDRESS  
Level 5,  
14 Martin Place,  
Sydney, NSW 2000

POSTAL ADDRESS  
PO Box R745  
Royal Exchange,  
NSW 1225

CONTACT TELEPHONE NUMBER  
1300 768 710

## Custodian

Perpetual Corporate  
Trust Limited

ABN  
99 000 341 533

AFSL NUMBER  
392673

PHYSICAL ADDRESS  
Level 18  
123 Pitt Street  
Sydney, NSW 2000

## Auditors

Grant Thornton Audit  
Pty Limited

ABN  
91 130 913 594

PHYSICAL ADDRESS  
17/383-395 Kent Street,  
Sydney, NSW 2000

## Trustee of the Provision Fund

The Trust Company  
(Australia) Limited

ABN  
21 000 000 993

AFSL NUMBER  
235145

PHYSICAL ADDRESS  
Level 18,  
123 Pitt Street,  
Sydney, NSW 2000

## Legal advisers

Ashurst Australia

ABN  
75 304 286 095

PHYSICAL ADDRESS  
Level 11,  
5 Martin Place,  
Sydney, NSW 2000

