

Thank you for requesting this Product Disclosure Statement from Funds Focus.

Fee Reduction

As highlighted within our offers page, whilst most managed funds typically pay an entry fee of up to 5%. Applications lodged through Wealth Focus will receive a rebate of up to 5% directly into your fund, providing you with more money in your fund.

How to Apply

Please have a read through the PDS and if you would like to invest the application pages can generally be found towards the back of the document. You will only need to send the application section back with a cheque/direct debit payable direct to the investment company (not ourselves). You should take note of any minimum investment amounts that may apply and proof of ID that is now required for the new Anti-Money Laundering regulations.

Then mail the completed application directly to us.

We will then check to ensure your form is completed correctly before forwarding your document on to the investment provider on your behalf.

Wealth Focus Pty Ltd
Reply Paid 760
Manly
NSW 1655

Please note that we are unable to track applications mailed directly to the product provider and therefore cannot guarantee that your discounts have been applied in these instances.

Should you wish to take advantage of our free annual valuation and tax report for all your investments you should complete our broker nomination form for The Wealth Focus Investment Service.

Regards



Sulieman Ravell
Managing Director



Requirements for verifying your identity under the new Anti Money Laundering (AML)/Counter Terrorism Financing (CTF) Act

The new AML/CTF Act came into effect on the 12th December 2007. All financial planning and fund management companies are now required to collect, verify and store specific customer information before arranging certain services such as managed investments for a client. It is designed to prevent, detect and protect Australian business from money laundering and the financing of terrorist activities.

We are currently in a transition phase and as such whilst most companies will not accept any new business without a person identity being verified, there are a number that still do not. To avoid confusion, we request that all new applications are sent with 'certified documentation'.

We've found that the easiest way to provide the required documentation is to have a copy of your driving licence or passport certified by Australia Post or a Justice of the Peace (please see following page for a full list of individuals that can certify documentation).

Once this has been completed, under the current requirements we will not require you to send identification again.

What you need to do

You will need to enclose a certified piece of photographic evidence or one piece of primary non-photographic evidence and one piece of secondary evidence (please refer to the Identification Form for document requirements), with your application form and post to us at the following address

Wealth Focus Pty Ltd

Reply Paid 760

Manly

NSW 1655

Please do not send us original driving licences or passports as these can very easily get lost in the post. Copies of documents can be certified by an authorised individual, they will need to sight and verify that the copy is a 'certified true copy', sign, date, print their name and list their qualification.

ANTI-MONEY LAUNDERING REQUIREMENT FOR NEW APPLICATIONS
IDENTIFICATION FORM
INDIVIDUALS & SOLE TRADERS

GUIDE TO COMPLETING THIS FORM (MUST BE INCLUDED WITH ALL NEW APPLICATIONS)

- Complete one form for each applicant. Complete all applicable sections of this form in **BLOCK LETTERS**.
- Please contact us on 1300 55 98 69 if you have any queries.
- If you wish to apply in the name of a super fund, trust or company, please contact us for an alternative identification form.

SECTION 1A: PERSONAL DETAILS

Surname

Date of Birth dd/mm/yyyy

Full Given Name(s)

Residential Address (PO Box is NOT acceptable)

Street

Suburb

State

Postcode

Country

COMPLETE THIS PART IF INDIVIDUAL IS A SOLE TRADER

Full Business Name (if any)

ABN (if any)

Principal Place of Business (if any) (PO Box is NOT acceptable)

Street

Suburb

State

Postcode

Country

Who can verify customer identity documents?

Please find below a list of all the Approved Individuals that can certify documents:

- **A Justice of the Peace**
- **An agent of the Australian Postal Corporation** who is in charge of an office supplying postal services to the public, or a permanent employee with more than two years continuous service (who is employed in an office supplying postal services to the public)
- A notary public (for the purposes of the Statutory Declaration Regulations 1993)
- A person who is enrolled on the roll of the Supreme Court of a State or Territory, or the High Court of Australia, as a legal practitioner (however described)
- A judge, magistrate, registrar or deputy registrar of a court
- A chief executive officer of a Commonwealth Court
- A police officer
- An Australian consular or diplomatic officer (within the meaning of the Consular Fees Act 1955)
- An officer or finance company officer with two or more continuous years of service with one or more financial institutions (for the purposes of the Statutory Declaration Regulations 1993)
- An officer with, or authorised representative of, a holder of an Australian Financial Services Licence, having two or more continuous years of service with one or more licensees, and
- A member of the Institute of Chartered Accountants in Australia, CPA Australia or the National Institute of Accountants with more than two years continuous membership.

VERIFICATION PROCEDURE

Attach a certified copy of the ID documentation used as proof of identity. ID enclosed should verify the **applicant's** full name; and **EITHER** their date of birth or residential address.

- Complete Part I (or if the individual does not own a document from Part I, then complete either Part II or III.)
- Contact your licensee if the individual is unable to provide the required documents.

PART I – ACCEPTABLE PRIMARY ID DOCUMENTS

Tick ✓	Select ONE valid option from this section only
<input type="checkbox"/>	Australian State / Territory driver's licence containing a photograph of the person
<input type="checkbox"/>	Australian passport (a passport that has expired within the preceding 2 years is acceptable)
<input type="checkbox"/>	Card issued under a State or Territory for the purpose of proving a person's age containing a photograph of the person
<input type="checkbox"/>	Foreign passport or similar travel document containing a photograph and the signature of the person*

PART II – ACCEPTABLE SECONDARY ID DOCUMENTS – should only be completed if the individual does not own a document from Part I

Tick ✓	Select ONE valid option from this section
<input type="checkbox"/>	Australian birth certificate
<input type="checkbox"/>	Australian citizenship certificate
<input type="checkbox"/>	Pension card issued by Centrelink
<input type="checkbox"/>	Health card issued by Centrelink
Tick ✓	AND ONE valid option from this section
<input type="checkbox"/>	A document issued by the Commonwealth or a State or Territory within the preceding 12 months that records the provision of financial benefits to the individual and which contains the individual's name and residential address
<input type="checkbox"/>	A document issued by the Australian Taxation Office within the preceding 12 months that records a debt payable by the individual to the Commonwealth (or by the Commonwealth to the individual), which contains the individual's name and residential address. <i>Block out the TFN before scanning, copying or storing this document.</i>
<input type="checkbox"/>	A document issued by a local government body or utilities provider within the preceding 3 months which records the provision of services to that address or to that person (the document must contain the individual's name and residential address)
<input type="checkbox"/>	If under the age of 18, a notice that: was issued to the individual by a school principal within the preceding 3 months; and contains the name and residential address; and records the period of time that the individual attended that school

PART III – ACCEPTABLE FOREIGN ID DOCUMENTS – should only be completed if the individual does not own a document from Part I

Tick ✓	BOTH documents from this section must be presented
<input type="checkbox"/>	Foreign driver's licence that contains a photograph of the person in whose name it issued and the individual's date of birth*
<input type="checkbox"/>	National ID card issued by a foreign government containing a photograph and a signature of the person in whose name the card was issued*

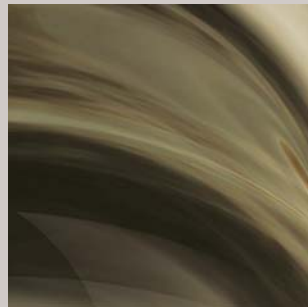
*Documents that are written in a language that is not English must be accompanied by an English translation prepared by an accredited translator.

Performance Plus Series
For Unit Classes A, B and C
Product Disclosure Statement



**Credit Suisse
Performance Plus
Series**

For Unit Classes
A, B and C



Important information

Please make sure you read this Product Disclosure Statement in full before deciding whether to invest.

This PDS is dated 8 September 2009 and is issued by Credit Suisse Investments (Australia) Limited ABN 44 119 605 373 AFSL 320505 in its capacity as Responsible Entity of the Credit Suisse Performance Plus Series ('Fund') ARSN 130 458 178. Throughout this PDS the 'Responsible Entity', 'we', 'us' and 'our' refers to Credit Suisse Investments (Australia) Limited.

The Fund is a registered managed investment scheme under Chapter 5C of the Corporations Act. The Fund is comprised of several unit classes, each with a different exposure to an Underlying Investment. This PDS contains an invitation to apply for Units in any of the Unit Classes A, B, and C of the Fund (referred to throughout this PDS collectively as the 'Unit Classes' or 'Classes' or individually as 'each Unit Class' or 'each Class'), this is called the 'Offer'. There is no Offer to prospective Investors of any Deferred Purchase Agreements (DPAs) under this PDS. The DPAs will be issued to the Responsible Entity. This PDS has not been lodged, and is not required to be lodged with the Australian Securities and Investments Commission ('ASIC'). ASIC and its officers take no responsibility for the contents of this PDS. This PDS and any updated information (updated as set out below) sets out the terms and conditions in relation to the Units.

This PDS is not an offer or invitation in any place in which, or to any person to whom, it would not be lawful to make that offer or invitation. The Offer is made to Australian residents only who receive it (including electronically) within Australia and are investing through an Investment Adviser or Platform ('Australian Resident Investors'), and the Responsible Entity will only accept Applications from Australian Resident Investors. The distribution of this PDS outside Australia may be restricted by the laws of places where it is distributed and therefore persons into whose possession this document comes should seek advice on and observe those restrictions. This Offer is not available to US investors. Failure to comply with relevant restrictions may violate those laws. We authorise the use of this PDS as disclosure to Investors who wish to access the Fund through a Platform.

The Responsible Entity reserves the right to reject an Application for Units in any Unit Class in whole or in part.

An investment in each of the Unit Classes is subject to risk. The value of your investment can fluctuate up or down with the value of the Assets of each Unit Class in which you hold Units. The returns of each Unit Class to Investors are dependent primarily on the performance of the Underlying Investment referable to each Unit Class, the level of Exposure of the Unit Class to the Underlying Investment, the availability of Capital Protection on the relevant Capital Protection Date and the performance of the Delivery Assets comprising the Delivery Parcel. The availability of Capital Protection is subject to conditions (please see 'Investment risk' and 'Counterparty or credit risk' under 'Risks' in section 6).

This PDS contains information on past performance of some of the Underlying Investments and a description of the Delivery Assets of the Unit Classes in section 4 of this PDS. Investors should not take past performance as an indication of future performance. The general market and economic conditions that have existed in the past could be very different to the market and economic conditions in the future and these differences could have a significant impact on any investment returns. Further, as the return of each Unit Class depends on a number of factors in addition to the performance of the Underlying Investment, the performance of the Unit Class prior to Maturity of the DPAs will not necessarily correlate to the performance of the Underlying Investment.

Investments in the Fund are not deposits with or other liabilities of the Responsible Entity, Credit Suisse Sydney Branch, or any company in the Credit Suisse group and are subject to investment risk, including possible delays in repayment and loss of income or the Total Investment Amount. None of the Responsible Entity, nor any company in the Credit Suisse group guarantees any particular rate of return on, or the performance of, a Unit Class, nor do any of them guarantee the repayment of the Total Investment Amount from the Unit Classes. Credit Suisse group companies, other than Credit Suisse, Sydney Branch, are not authorised deposit taking institutions.

Updated information: The information in this PDS may change from time to time. If the change is not materially adverse to Investors, the information will be updated on the internet site www.credit-suisse.com/performanceplus. If the change is considered materially adverse to Investors, the Responsible Entity will issue a replacement PDS or a supplementary PDS, which will also be available online. A paper copy of any updated information, and any replacement or supplementary PDS, will be available on request free of charge from the Responsible Entity.

The Responsible Entity does not take into account labour standards or environmental, social and ethical considerations in determining the selection, retention or realisation of the Assets of the Unit Classes.

You should read the entire PDS before making any decision to invest in any of the Unit Classes. This PDS does not take into account an Investor's individual objectives, financial situation or needs. Therefore, before acting on information contained in the PDS, you should consider whether the information is appropriate in light of your objectives, financial situation and needs, and seek professional advice from an Investment Adviser before deciding whether to invest.

Certain capitalised words and expressions used in this PDS are defined in the Glossary in section 13 of this PDS. All references to dollar amounts in this PDS are to Australian dollars, unless otherwise stated.



**Credit Suisse
Performance Plus
Series**

Access to research
driven investment themes
through a simple and
efficient structure.

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1. Key dates¹

For Unit Classes A, B and C	
Offer Open²	8 September 2009
Offer Close	5pm on 12 November 2009
Direct Debit Date	18 November 2009
Issue Date³	27 November 2009
Trade Date³	27 November 2009
Capital Protection Date³	27 November 2014 for Unit Classes A and B 28 November 2016 for Unit Class C

1. The Responsible Entity reserves the right to amend the Offer Open and the Offer Close in respect of one or more Unit Classes at any time prior to the Offer Close. If the Offer Open or the Offer Close are amended, the Responsible Entity will make consequential amendments to the other key dates, including the Capital Protection Date and the Issue Date. Any amendments to these key dates will be published at www.credit-suisse.com/performanceplus, before the Offer Close.
2. Please note that cheques will not be accepted prior to 28 October 2009. Please see the table in section 3 under 'How to invest'.
3. These dates may be postponed when they do not fall on a Scheduled Trading Day, including where trading on the exchanges on which any of the Underlying Investments or Delivery Assets trade is affected, or as otherwise determined in the discretion of the Responsible Entity.

2. The Offer

The Offer is to invest in Units in the Credit Suisse Performance Plus Series ('Fund') which is an Australian registered managed investment scheme under the Corporations Act. The Fund is designed to enable Investors to obtain a medium term exposure to a range of thematic Underlying Investments which have the benefit of Capital Protection¹ on the relevant Capital Protection Date. In the longer term, post Maturity of the initial Assets of the Fund, each Unit Class will have exposure to a diversified portfolio of Australian equities through the Delivery Assets comprising the Delivery Parcel acquired by the Responsible Entity of the Fund.

Unit Classes

The Responsible Entity on behalf of the Fund will issue three Unit Classes for a Unit Issue Price of \$1.00 per Unit. Each Unit Class will refer to a separate pool of assets and liabilities held with the Fund.

Unit Classes A, B, and C of the Fund provide Investors with the potential for income and growth through investment in a series of Deferred Purchase Agreements (DPAs) providing exposure referable to different Underlying Investments over the medium term. After Maturity of the DPAs, the Classes will provide exposure to an investment in a passively managed portfolio of the 20 largest entities included in the S&P/ASX 200 Index as at the Capital Protection Date (Delivery Assets).

Neither your investment in a particular Unit Class nor the Fund's investment in DPAs is a direct investment in any Underlying Investment. Instead, the DPAs provide Exposure referable to the performance of the Underlying Investment through a notional investment, referred to in this PDS as a 'Reference Portfolio'. 'Exposure' refers to the percentage by which the Reference Portfolio participates in the performance referable to the Underlying Investment.

The level of Exposure referable to each Underlying Investment is dynamically rebalanced each Scheduled Trading Day through the Volatility Feature, which is designed to manage market risk associated with the volatility of the Underlying Investment. Market risk is managed by varying the level of Exposure referable to the Underlying Investment to take account of increased or decreased volatility. The basic principle of the Volatility Feature is to reduce Exposure when volatility rises, and to increase Exposure when volatility falls subject in each case to the set minimum and maximum Exposure level for each Unit Class. Please see 'What is volatility and how could it affect my investment' below.

The table opposite outlines the Underlying Investment for each of the Unit Classes offered under this PDS.

The Responsible Entity intends to issue three Unit Classes, namely, Unit Class A, B and C. The Unit Price and performance of each Unit Class is independent of each other Unit Class. However, legally the Assets and liabilities of a particular Unit Class are the Assets and liabilities of the Fund as a whole. As such, if the Fund had significant unexpected liabilities in respect of a particular Unit Class then all Unit Classes will be affected.

Deferred Purchase Agreements (DPAs) and Capital Protection

The entire amount raised in each Unit Class will be invested in DPAs relevant to that particular Unit Class and entered into between the Responsible Entity on behalf of the Fund and Credit Suisse, Sydney Branch, also referred to as the DPA Issuer. That is, the full \$1.00 per Unit Issue Price of Class A, Class B and Class C Units. For each \$1.00 invested in a Unit Class, the Responsible Entity will acquire one DPA providing Exposure to an Underlying Investment through the Reference Portfolio as set out in the Fund Structure diagram on page 8.

Under the DPAs for Unit Classes A, B, and C, the DPA Issuer agrees to:

- Pay annual Variable Coupons to the Fund based on the performance of the Reference Portfolio above a High Water Mark and subject to a Hurdle Rate;
- In respect of Unit Class C, pay annual Fixed Coupons of \$0.03 per DPA to the Fund. The Responsible Entity will distribute the Fixed Coupon to Investors on an annual basis. However, Investors will be required to reinvest the distribution as a further capital contribution in respect of these Units. The Responsible Entity will use the amount of any further capital contribution to pay the further instalments of the Purchase Price on the DPAs for Unit Class C.
- At Maturity, deliver the Delivery Parcel to the Responsible Entity on behalf of the Fund. The Delivery Parcel in respect of each DPA will comprise that number of Delivery Assets which has a value in total equal to the Final Maturity Value multiplied by the number of DPAs referable to the relevant Unit Class;
- Provide 100% Capital Protection to the Fund on the relevant Capital Protection Date in respect of DPAs for Unit Classes A, B and C. This means that the Fund should receive at a minimum, Delivery Assets with a value equal to:
 - \$1.00 per DPA in respect of Unit Classes A and B; and
 - \$1.21 per DPA in respect of Unit Class C.

1. Capital Protection is provided to the Fund under the terms of the DPA and not to Investors individually. The sell spread associated with withdrawing from the Fund means that investors will receive less than 100% on their investment in the event that the DPA capital protected amount is paid to the Fund. For more information see section 2 'What are the returns I can expect from my investment?'

2. The payment of the annual Variable Coupons to the Fund is based on the performance of the Reference Portfolio where certain conditions are met.

3. Investors will be required to reinvest Fixed Coupons received in respect of Unit Class C as a further capital contribution in respect of their Units. See 'Returns' in section 5.2 for more information.

Underlying Investment table

Class	Underlying Investment	Term	Capital Protection ¹	Issue Price	Coupons ²	Exposure level range	Value of Units at Maturity ¹
A Australian Equities Portfolio	An equally weighted basket of the following Australian securities <ul style="list-style-type: none"> ■ BHP Billiton Ltd ■ Commonwealth Bank of Australia ■ CSL Ltd ■ Insurance Australia Group Ltd ■ Macquarie Group Ltd ■ News Corp Limited ■ Origin Energy Ltd ■ Toll Holdings Limited ■ Woolworths Ltd ■ Woodside Petroleum Ltd 	Five years	100%	\$1.00	Annual Variable Coupon	25%-150%	Minimum of \$1.00 per Unit + potential growth
B Australian Resources and China Portfolio	70% of which is an equally weighted basket of the following Australian securities: <ul style="list-style-type: none"> ■ BHP Billiton Ltd ■ Lihir Gold Ltd ■ Newcrest Mining Ltd ■ Origin Energy Ltd ■ Oil Search Ltd ■ Rio Tinto Ltd ■ Santos Ltd ■ Woodside Petroleum Ltd ■ Alumina Ltd And 30% of which is the Hang Seng China Enterprise Index	Five years	100%	\$1.00	Annual Variable Coupon	25%-150%	Minimum of \$1.00 per Unit + potential growth
C Index Accumulator Portfolio	S&P/ASX 200 Index	Seven years	100%	\$1.00 ³	Annual Variable Coupon and Fixed Coupon	25%-150%	Minimum of \$1.21 per Unit + potential growth

Capital Protection is only provided to the Fund under the terms of the DPA and not to the Investors individually. Also, Capital Protection is only available if the Fund holds the relevant DPAs until the relevant Capital Protection Date. The benefit of Capital Protection is not provided to the Fund:

- if you withdraw your investment in Units from the Fund, and this results in the Fund having to terminate the relevant DPAs before the relevant Capital Protection Date,
- after Maturity of the DPA.

A Capital Protection level of 100% (which will be available in respect of DPAs acquired for Unit Classes A, B and C) means that the Final Maturity Value should be at least \$1.00 per DPA referable to Unit Classes A and B on the relevant Capital Protection Date and \$1.21 per DPA referable to Unit Class C on the relevant Capital Protection Date. Therefore, the Net Asset Value of each Unit at the relevant Capital Protection Date should be at least equal to the Unit Issue Price of the Unit (ie. \$1.00 for Units in Classes A and B and \$1.21 for Units in Class C) less, in the case of a Withdrawal, the sell spread.

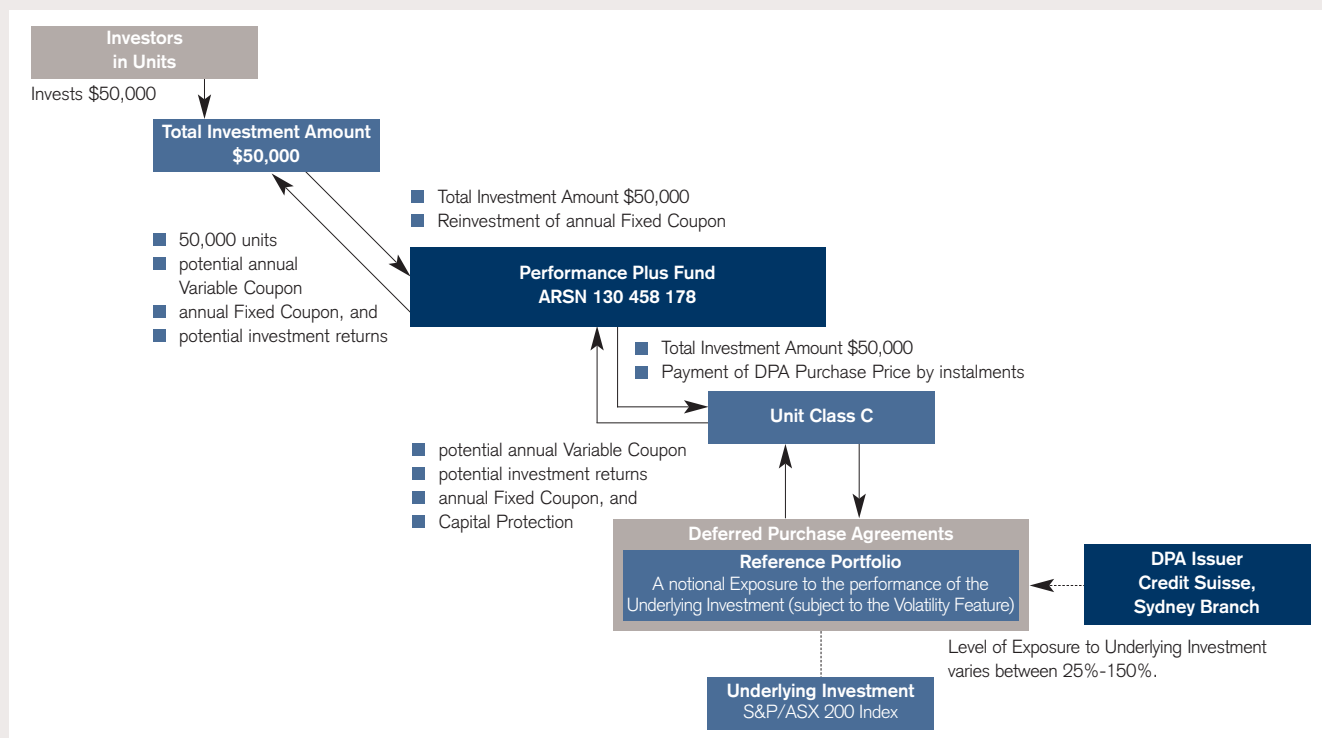
Investors should note that their return from their unitholding will be reduced by the sell spread associated with withdrawing from the Fund. Therefore, if the DPA referable to their Unit Class returns \$1.00 (or \$1.21 for Unit Class C) at Maturity they will receive less than that amount. Further, if the Fund has unanticipated expenses in respect of a particular Unit Class, then some Assets of the Fund may be required to pay for such expenses, which may reduce their return further.

You should note that, due to the time value of money, \$1.00 on the Capital Protection Date may not be equivalent to the value of \$1.00 on the Issue Date.

Delivery Assets

On Maturity of the DPAs for a Unit Class, the Fund will be entitled to receive delivery of a Delivery Parcel, comprising an equally weighted basket of securities in the 20 largest entities (measured by Float Adjusted Market Capitalisation) included in the S&P/ASX 200 Index as at the relevant Capital Protection Date according to their index weightings. The Fund will then hold this investment for the relevant Unit Class and the Delivery Assets comprising the Delivery Parcel will not be sold by the Fund, except in limited circumstances, or where necessary to fund Withdrawal requests.

Fund structure diagram



Fund structure diagram

The diagram above illustrates the flow of the Total Investment Amount from Investors in Units in Class C into the Fund. The Fund uses the Total Investment Amount from the Investors in each Unit Class to invest in the DPAs to provide Exposure to the performance of a particular Underlying Investment through the Reference Portfolio.

What are the returns I can expect from my investment?

The investment return for each Unit Class is linked to the return that the Fund derives from its investment in DPAs, each of which provides exposure through a notional Reference Portfolio to a particular Underlying Investment, and after Maturity its investment in the Delivery Assets comprising the Delivery Parcel.

Annual Income

The Responsible Entity (on behalf of each Unit Class) may be entitled, where certain conditions are met, to receive annual Variable Coupon payments under the DPA on or around 27 November of each year up to and including the relevant Capital Protection Date. Assuming that no unanticipated expenses are incurred by the Fund, the Responsible Entity will distribute the value of the coupon to Investors annually within 20 days of 27 November each year as a distribution of income.

The amount of each distribution will depend on the amount of the coupon paid (if any) annually to each Unit Class you invested in. Coupons are explained further at 'Returns' in section 5.2.

In respect of Unit Class C the Responsible Entity will also receive a Fixed Coupon of \$0.03 per DPA per annum on or around 27 November. The Responsible Entity will distribute this coupon to Investors and Investors will be required to reinvest it as a further capital contribution in respect of their Units. That is Investors will not receive the Fixed Coupon distribution in cash. Instead, the Responsible Entity will use this amount of capital to pay any further instalments of the Purchase Price on the DPAs for Unit Class C.

The last Variable and Fixed Coupon payments will be paid on or around the Capital Protection Date. Thereafter, income to the Fund will be derived via any dividends paid from the Delivery Assets comprising the Delivery Parcel.

Delivery of Delivery Parcel at Maturity of the DPAs

For each Unit Class, the Fund will be entitled to receive a Delivery Parcel of Delivery Assets following Maturity, the value of which will be based on the Final Maturity Value, which is the greater of:

- \$1.00 per DPA held at the relevant Capital Protection Date for Unit Classes A and B and \$1.21 per DPA held at the Capital Protection Date for Class C; and
- the value of the relevant Reference Portfolio at the relevant Capital Protection Date having regard to the performance of the Underlying Investment and the level of Exposure throughout the term to the relevant Capital Protection Date to the respective Underlying Investment less the Administration Costs and the amount of any Variable Coupons paid during the term of the DPAs (if any).

Capital Protection as at the relevant Capital Protection Date is provided to the Fund under the terms of the DPA through the Final Maturity Value having a minimum value of \$1.00 per DPA for Unit Classes A and B, and a minimum value of \$1.21 for Unit Class C. Therefore Net Asset Value of each Unit at the relevant Capital Protection Date should be at least equal to \$1.00 for Unit Classes A and B and, for Unit Class C, \$1.21 (in each case reduced for a Withdrawal by the applicable sell spread).

Please be aware, that if an Investor withdraws at the Capital Protection Date where the DPA referable to their Unit Class returns \$1.00 (or \$1.21 for Unit Class C) at Maturity they will receive less than that amount due to the sell spread and possibly any unanticipated expenses in respect of one or more Unit Classes.

Capital Protection is only available if the Fund holds the relevant DPAs until the relevant Capital Protection Date. If you withdraw your investment in Units from the Fund prior to this date, then this may result in the Fund having to terminate the relevant DPAs before the relevant Capital Protection Date. Therefore the Fund (and indirectly, you) will not receive the benefit of Capital Protection in respect of those DPAs.

Upon Maturity of the DPAs, the Fund will distribute any gain referable to the DPAs to Investors, ie. assuming that there are no unanticipated expenses, this will be equal to the excess of the aggregate Final Maturity Value over the aggregate Purchase Price of the DPAs, subject to the sell spread that may apply to those electing to withdraw their investment. This amount will be required to be reinvested in the Fund as a further capital contribution in respect of your Units, unless you have elected to withdraw your investment in the Fund on the Capital Protection Date.

Returns after Maturity of the DPAs

After Delivery of the Delivery Parcel, each Unit Class will have an investment in the portfolio of Delivery Assets comprising the Delivery Parcel. Any dividends or distributions received in respect of the Delivery Assets comprising the Delivery Parcel will be distributed to you as income, which may include franking credits attaching to the dividends or distributions.

The Delivery Assets comprising the Delivery Parcel will be held and may increase or decrease in value (which is referable to the Net Asset Value of the relevant Class of Units). However, the Delivery Assets will not be sold by the Fund, except in limited circumstances, or where necessary to fund Withdrawal requests.

Withdrawal requests

It is important to understand that an investment in Units is an open-ended investment with no fixed term. However, you can make a Withdrawal request to the Responsible Entity on a monthly basis. A Withdrawal request will be satisfied by a redemption of Units by the Responsible Entity. The Units are not capital protected and if you withdraw prior to the relevant Capital Protection Date, the value that you receive for your Units on a Withdrawal may be less than the amount that you initially invested in the Fund.

For each Unit Class, if you withdraw prior to the Capital Protection Date you will receive a return based on the Withdrawal Price, which will be the Unit Price determined by the Responsible Entity by reference to the Net Asset Value for that Class. Prior to Maturity of the DPAs, this price is based on the DPA Unwind Value which is described further in section 5.2.

After Maturity of the DPAs for a particular Class, the Net Asset Value for that Class will depend on the value of the Delivery Assets comprising the Delivery Parcel held for that Class.

What happens at the Capital Protection Date?

The investments held by the Fund are DPAs which entitle the Responsible Entity to be delivered, shortly after Maturity, an equally weighted parcel of the top 20 shares within the S&P/ASX 200 Index at that time ('Delivery Assets'), known as the 'Delivery Parcel'. The value of the Delivery Parcel will be equal to the relevant Final Maturity Value multiplied by the number of DPAs held in that Unit Class.

Please see section 5 of the PDS for more information including in relation to the calculation of the Final Maturity Value and the effect of Exposure.

Prior to the relevant Capital Protection Date we will send you a Capital Protection Date Notice. If you elect to retain your Units in a particular Unit Class after the relevant Capital Protection Date your investment will cease to have Exposure to the Underlying Investment through the Reference Portfolio as stated in this PDS, and will cease to have the benefit of Capital Protection and the Volatility Feature. Instead, your exposure will be to the Delivery Assets comprising the Delivery Parcel of each Unit Class being a diversified portfolio of Australian equities which are passively managed by the Investment Manager.

What is volatility and how could it affect my investment?

Volatility is the relative rate at which the price of a security moves up and down. Volatility is determined by calculating the annualised standard deviation of daily changes in price. If the price of a security moves up and down rapidly over short time periods, it has high volatility. If the price rarely changes, it has low volatility. If a security's volatility increases, this is usually considered to make an investment in that security more risky.

Measured Volatility is also known as historical volatility and is a measure of actual volatility. To illustrate Measured Volatility, the graphs below are an illustration of the 100 Scheduled Trading Days Measured Volatility of each Underlying Investment:

- Graph 1. Class A over the period 3 January 2001 to 31 July 2009;
- Graph 2. Class B over the period 13 March 1996 to 31 July 2009; and
- Graph 3. Class C the S&P/ASX 200 over the period 7 March 1996 to 31 July 2009.

The 100 Scheduled Trading Days Measured Volatility used in the graphs mean that, at a point in time, the Measured Volatility reflects the average volatility of the Underlying Investment for the previous 100 Scheduled Trading Days.

Graph 1: Class A – Australian Equities Portfolio



Source: Credit Suisse.

Past performance is not a likely indicator of future performance. Volatility is variable and varies on a daily basis.

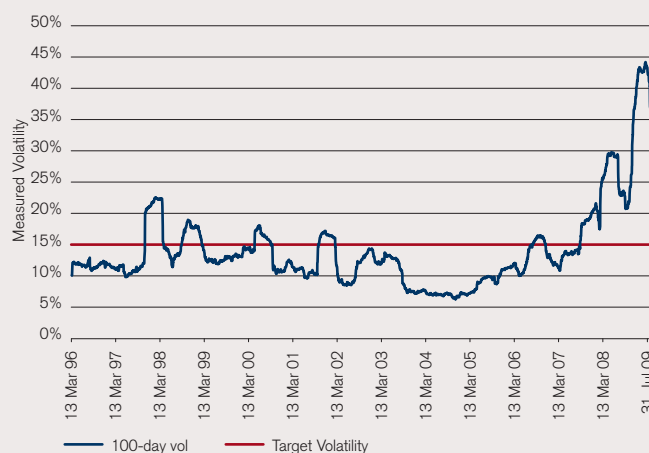
Graph 2: Class B – Australian Resources and China Portfolio



Source: Credit Suisse.

Past performance is not a likely indicator of future performance. Volatility is variable and varies on a daily basis.

Graph 3: Class C – Index Accumulator Portfolio



Source: Credit Suisse.

Past performance is not a likely indicator of future performance. Volatility is variable and varies on a daily basis.

The Underlying Investment referable to DPAs in Unit Classes A, B and C will have the following Target Volatility:

Class A – Australian Equities Portfolio	16%
Class B – Australian Resources and China Portfolio	18%
Class C – Index Accumulator Portfolio	15%

The Volatility Feature is designed to manage market risk associated with the volatility of the Underlying Investment and is described further under ‘Deferred Purchase Agreements’ in section 5.1.

What are the benefits and risks of investing in the Fund?

The benefits of the Fund include:

- potential for returns linked to the performance of Australian and Chinese markets;
- exposure to assets with the benefit of Capital Protection so that the value of the DPAs at the relevant Capital Protection Date should not be less than \$1.00 per DPA for Unit Classes A and B and not less than \$1.21 per DPA for Unit Class C, which in turn forms the basis for the Unit Price of your Units at that time;
- potential for each Unit Class to receive enhanced returns where the Exposure level to the Underlying Investment under the terms of the DPA is greater than 100%;
- the Volatility Feature which is intended to manage the level of Exposure to the Underlying Investment depending on the volatility of the Underlying Investment;
- in the longer term, an exposure to a diversified portfolio of Australian equities;
- an investment solution with diversification across Australian and Chinese markets.

The specific risks of the Fund include:

- Investment risks which includes the limitations of Capital Protection and the risk of early termination of the DPAs;
- Early Maturity risks which will result in Capital Protection in not being available and the Net Asset Value of your Units may be less than your Total Investment Amount;
- Exposure and volatility risks – the value of the Units in each Unit Class depends upon the performance of each DPA which in turn depends on the relevant Reference Portfolio and its respective Underlying Investment and the level of Exposure referable to that performance;
- Correlation risk – the impact of Exposure and any applicable Variable Coupon and the fact that the return is linked to a formula rather than an actual investment in the Underlying Investment, means that changes in the value of the Underlying Investment will not directly correlate to changes in the Reference Portfolio Value and subsequently the value of your Units;
- Counterparty and credit risk and Interest rate risk;
- Underlying Investment risk – For each Unit Class, the Reference Portfolio Value of the relevant DPA is dependent primarily upon the performance of the Underlying Investment and the Exposure to the Underlying Investment; and
- Index Adjustments.

In addition, there are general risks which apply to an investment and Applicants should read 'Risks' in section 6 of the PDS in full.

3. Investment summary

The following table summarises some of the key information about an investment in the Fund. It is not a complete summary of this PDS and you should read the PDS in its entirety. The Responsible Entity recommends that you seek professional advice from an Investment Adviser before making an investment decision.

Certain capitalised words and expressions used in this PDS are defined in the Glossary of this PDS.

Topic	Summary	Section
The Offer	An offer of Units in the following Unit Classes within the Credit Suisse Performance Plus Series: <ul style="list-style-type: none"> ■ Class A – Australian Equities Portfolio ■ Class B – Australian Resources and China Portfolio ■ Class C – Index Accumulator Portfolio 	2
Responsible Entity	Credit Suisse Investments (Australia) Limited (CSIAL). CSIAL is part of the Credit Suisse group.	12
Unit Issue Price	\$1.00 per Unit. That is, for every \$1.00 invested you will receive 1 Unit.	n/a
Minimum investment amount	\$20,000 ¹ per Unit Class.	n/a
How to invest	To invest, please complete the Application Form attached to or accompanying this PDS and forward your payment in accordance with the instructions set out in the 'How to Apply' at section 14 of this PDS on or before 12 November 2009. You will not receive any interest on your application monies. The Responsible Entity will hold the application monies on trust in an interest bearing account. The Responsible Entity will be entitled to receive any interest earned on the account. Please note that application monies can only be held by us for 1 month, accordingly: <ul style="list-style-type: none"> ■ application monies should be received after 28 October 2009. Any cheques received prior to this date will be returned to you; and ■ application monies to be paid under direct debit arrangements will be drawn down on the Direct Debit Date. Such applications received prior to this date will be processed and will not be returned. <p>This Offer is available only to persons investing through an Investment Adviser or Platform.</p>	14
Investment Term	An investment in the Fund is an open-ended investment, ie. there is no fixed term for Units in any Unit Class. An investment in the Fund will initially provide Exposure to the Underlying Investment through the Reference Portfolio during the term of the DPAs. The DPAs for each Unit Class have a term of approximately: <ul style="list-style-type: none"> ■ five years commencing on 27 November 2009 and ending on or about 27 November 2014 for Unit Classes A & B; and ■ 7 years commencing on 27 November 2009 and ending on or about 28 November 2016 for Unit Class C. After the Maturity of the DPAs, your investment in Units will cease to provide Exposure to the Underlying Investment through the Reference Portfolio and will be fully invested in the Delivery Assets comprising the Delivery Parcel. You should note that the Delivery Assets do not have the benefit of Capital Protection or the Volatility Feature.	2 and 4
Assets of the Fund	Each Unit Class will acquire a series of DPAs. Each DPA will constitute a contract between the Responsible Entity on behalf of the Fund and the DPA Issuer for the purchase of the Delivery Assets comprising the Delivery Parcel on Maturity of the DPAs. The value of the Delivery Assets comprising the Delivery Parcel at Maturity of the DPAs is calculated by reference to the performance of the Reference Portfolio for the DPAs for each relevant Unit Class as at the relevant Capital Protection Date.	4
Underlying Investments	Exposure to the following different types of Underlying Investments is gained through each Reference Portfolio <ul style="list-style-type: none"> ■ Class A – 10 stock reference basket of Australian Securities ■ Class B – Diversified Portfolio of Australian Resource Securities combined with the Hang Seng China Enterprise Index ■ Class C – the S&P/ASX 200 Index Each Unit Class gains its Exposure to the Underlying Investment through the Reference Portfolio under the terms of the DPA.	4

1. We reserve the right to accept Applications below minimum investment amounts.



Topic	Summary	Section
Exposure to the Underlying Investments	<p>The level of Exposure to an Underlying Investment (ie. the percentage by which the Reference Portfolio participates in the performance (both positive and negative) of the Underlying Investment) is determined in accordance with the Volatility Feature on each Scheduled Trading Day.</p> <p>The Exposure levels for each of the Unit Classes must be at least 25% but cannot be greater than 150%.</p>	5
Volatility Feature of the DPA	<p>The Volatility Feature is designed to manage market risk associated with each Underlying Investment by varying the level of Exposure on each Scheduled Trading Day by reference to the Measured Volatility of the Underlying Investment as against the Target Volatility.</p> <p>Exposure is adjusted to equal the predetermined Target Volatility (which is different for each Unit Class) divided by the Measured Volatility of the Underlying Investment over the previous 100 Scheduled Trading Days period, expressed as a percentage. Where Measured Volatility is the following for each Unit Class, Exposure will be 100%:</p> <ul style="list-style-type: none"> ■ Unit Class A – 16% ■ Unit Class B – 18% ■ Unit Class C – 15% 	5
DPA Issuer	Credit Suisse, Sydney Branch is the issuer of the DPAs.	12
Withdrawals	<p>It is important to understand that an investment in Units is an open-ended investment with no fixed term. However, you are entitled to make a Withdrawal prior to and after the relevant Capital Protection Date on a monthly basis. A Withdrawal may be satisfied by a redemption of the Units.</p>	9
Capital Protection	<p>Capital Protection is provided to the Fund under the terms of the DPA through the Final Maturity Value having a minimum value of \$1.00 per DPA for Classes A and B and \$1.21 for Class C on the relevant Capital Protection Date, which equates to a Capital Protection level of 100%. This means that the value of the Delivery Parcel on Maturity of the DPAs should be at least equal to \$1.00 or \$1.21 per DPA respectively. The Net Asset Value of the Units in Unit Classes A and B should therefore be equal to \$1.00 per DPA at the relevant Capital Protection Date, and the Net Asset Value of the Units in Unit Class C should be equal to \$1.21 per DPA at the relevant Capital Protection Date. Investors withdrawing at the Capital Protection Date should note that their return from their unitholding will be less than this Unit Price as it will be reduced by the sell spread. Further, if the Fund has unanticipated expenses in respect of a particular Unit Class, then some Assets of the Fund may be required to pay for such expenses, which may reduce their return further.</p> <p>Capital Protection is not provided to Investors individually in respect of their Units. Capital Protection is only available to the Fund where it holds the relevant DPAs until the relevant Capital Protection Date. If you withdraw your investment in Units from the Fund, and this results in the Fund having to terminate the relevant DPAs before the relevant Capital Protection Date, the Fund (and indirectly, you) will not receive the benefit of Capital Protection in respect of those DPAs. Further, after maturity of the DPA's, the Fund (and indirectly you) will not have the benefit of Capital Protection.</p> <p>You should note that due to the time value of money, \$1.00 on the Capital Protection Date may not be equivalent to \$1.00 on the Issue Date.</p>	2



Topic	Summary	Section
Income distributions	<p>Under the terms of each DPA, the DPA Issuer will pay a Variable Coupon per Unit Class ('Variable Coupon') to the Responsible Entity each year until Maturity of the DPAs if certain conditions are met. The amount of the Variable Coupon is based on the performance of each Reference Portfolio, and is payable where the the DPA outperforms the performance of the DPA in all previous years by a particular amount. For Unit Classes A, B and C the Variable Coupon is 50% of the annual growth of the Reference Portfolio.</p> <p>In addition, for Unit Class C a Fixed Coupon of \$0.03 per DPA is also payable to the Responsible Entity. The Responsible Entity will distribute all Coupons received to Investors in respect of each Unit Class on an annual basis. The Responsible Entity will require Investors to reinvest all of the Fixed Coupons distributed as a further capital contribution in respect of their Class C Units. The Responsible Entity will use the amount of any further capital contribution to pay any further instalments of the Purchase Price on the DPAs for Unit Class C.</p> <p>Following Maturity of the DPAs, any dividends or distributions received in respect of the Delivery Assets comprising the Delivery Parcel will be paid as a distribution in respect of each Unit Class to Investors on an annual basis, which may include franking credits attaching to the dividends or distributions.</p>	5
Unit Prices	Unit Prices will be calculated monthly, based on the Net Asset Value of each Unit Class divided by the number of Units on issue in that Unit Class, as at the close of business on the last Business Day of the month.	5.1
Final Maturity Value	<p>For each Unit Class, the Final Maturity Value of a DPA on the relevant Capital Protection Date will be the greater of (subject to conditions):</p> <ul style="list-style-type: none"> ■ \$1.00 per DPA held in Unit Classes A and B or \$1.21 per DPA held in Unit Class C; and ■ the Reference Portfolio Value at the relevant Capital Protection Date per DPA, being an amount based on the performance of the Underlying Investment and the level of Exposure to that Underlying Investment over the term as determined by the Volatility Feature less the Administration Costs and any Variable Coupons paid during the term of the DPAs (if any). 	5.2
Delivery Assets	An equally weighted basket of shares in the 20 largest entities (measured by Float Adjusted Market Capitalisation) included in the S&P/ASX 200 Index according to their index weightings as at Maturity, or any other Delivery Asset determined by the DPA Issuer in accordance with the terms of the DPA.	4
Delivery Parcel	Following Maturity, the Responsible Entity will be entitled to receive a Delivery Parcel comprising that number of the Delivery Assets which is determined by the Final Maturity Value of each DPA multiplied by the number of DPAs held in each Unit Class.	2
Fees and costs	For each Unit Class, the Reference Portfolio Value will be reduced by an amount on account of Administration Costs. The Administration Costs will be 0.65%pa and are calculated by reference to and deducted from the Reference Portfolio Value on a daily basis. These costs will indirectly affect the Unit Price for each Unit Class. The DPA Issuer or a third party will cover the anticipated (or usual) fees and expenses of the Unit Classes and expenses such as custody, registry, distribution costs and other costs associated with the establishment and ongoing operation of the Fund.	7

Topic	Loan information	Section
Risks	<p>The risks relating to an investment in Units include:</p> <ul style="list-style-type: none"> ■ Capital protection risk – credit exposure to the DPA Issuer; ■ Investment risks; ■ Early Maturity risks; ■ Exposure and volatility risks; ■ Correlation risk; ■ Counterparty and credit risk; ■ Underlying Investment risk (International investment risk, market risk and company specific risk); ■ Delivery Parcel risk; ■ Index Adjustments; ■ Interest rate risk; ■ General risks of investing in the Fund (Liquidity risk, termination of a Unit Class risk, liability of Investors, multiple Unit Classes, Fund risk, compulsory withdrawal, operational and control risk and the risk of reliance on Credit Suisse group and other service providers, and conflicts of interest risk); ■ General Loan risks; ■ Limited operating or performance history; ■ Tax risk; and ■ Change of law and regulation risk. <p>This is not a comprehensive summary of all the risks of investing in the Units and Applicants should read section 6 of the PDS in full.</p> <p>Before investing, you should consider carefully the specific risks and general risks associated with an investment in the Units, general risks associated with investing in the Fund and obtain professional advice on whether that investment is suitable for your objectives, financial situation and needs.</p>	6
Tax	<p>The 'Taxation Summary' contained in this PDS sets out certain taxation information about an investment in Units which is of a general nature. Before deciding whether to invest in Units, you should seek your own professional taxation advice to determine the tax treatment applicable in your particular circumstances.</p>	8
Minimum issue size	<p>The Responsible Entity reserves the right to not proceed with the Offer should certain investment amounts not be reached (\$10 million overall, or \$5 million per Unit Class).</p>	n/a
Complaints	<p>If you have a complaint in relation to your investment you should contact the Responsible Entity.</p>	9
Cooling Off	<p>There is a cooling off period for Investors in each of the Unit Classes. However, if you choose to exercise your cooling off rights you will not receive the benefit of Capital Protection and you will have your application monies (after an adjustment for movements in the value of your investment and less reasonable administration costs and taxes) returned to you without interest.</p>	9
Registrar	<p>Computershare Fund Services Pty Limited Phone 1300 498 264 (within Australia) 8.30am to 5.30pm Monday to Friday (EST) Fax +613 9473 2140</p>	n/a

4. Unit Classes A, B and C

Units in Unit Classes A, B, and C provide Exposure through the Reference Portfolio to the performance of different Underlying Investments until the relevant Capital Protection Date of the DPAs (together with Capital Protection provided at the relevant Capital Protection Date), and an investment in the Delivery Assets comprising the Delivery Parcel after Maturity.

Fund Assets prior to each Capital Protection Date

Prior to the relevant Capital Protection Date, each Unit Class will hold the following assets:

Class	Assets
Class A – Australian Equities Portfolio	DPAs entered into between the Responsible Entity and DPA Issuer with the Reference Portfolio providing Exposure to the Underlying Investment, being exposure to the portfolio of Australian Securities listed on the Australian Securities Exchange.
Class B – Australian Resources and China Portfolio	DPAs entered into between the Responsible Entity and DPA Issuer with the Reference Portfolio providing Exposure to the Underlying Investment, being exposure to a weighted portfolio of Australian resource securities listed on the Australian Securities Exchange combined with exposure to the Hang Seng China Enterprise Index.
Class C – Index Accumulator Portfolio	DPAs entered into between the Responsible Entity and DPA Issuer with the Reference Portfolio providing Exposure to the Underlying Investment, being exposure to the S&P/ASX 200 Index.

The following pages discuss each of these assets in more detail.

Fund Assets post each Capital Protection Date

After the Capital Protection Date the investments of each Unit Class are expected to comprise the Delivery Assets comprising the delivery Parcel being an equally weighted basket of securities in the 20 largest entities (measured by Float Adjusted Market Capitalisation) included in the S&P/ASX 200 Index according to their index weightings as at the relevant Capital Protection Date ('Delivery Assets'). The investments will be passively managed by the Investment Manager for each Unit Class.

Please see 'Delivery Assets' in section 4.6 for more detail.

Deferred Purchase Agreements

The entire amount raised in each Unit Class will be invested in DPAs relevant to that particular Class and entered into between the Responsible Entity and the DPA Issuer.

Under the DPAs for each Unit Class, the DPA Issuer agrees to:

- Pay annual Variable Coupons to the Fund based on the performance of the Reference Portfolio above a High Water Mark and subject to a Hurdle Rate;
- In respect of Unit Class C, pay annual Fixed Coupons of \$0.03 per DPA to the Fund. The Responsible Entity will distribute the Fixed Coupon to Investors on an annual basis.

However, Investors will be required to reinvest the distribution as a further capital contribution in respect of their Units. The Responsible Entity will use the amount of any further capital contribution to pay the further instalments of the Purchase Price on the DPAs for Unit Class C.

- Following Maturity of the DPAs, deliver the Delivery Parcel to the Responsible Entity on behalf of the Fund. The Delivery Parcel in respect of each DPA will comprise that number of Delivery Assets which has a value in total equal to the Final Maturity Value, which is then multiplied by the number of DPAs referable to each Unit Class;
- Provide 100% Capital Protection to the Fund on the relevant Capital Protection Date in respect of DPAs for Unit Classes A, B and C. This means that the Fund should receive at a minimum Delivery Assets comprising the delivery Parcel with a value equal to:
 - \$1.00 per DPA in respect of Unit Classes A and B; and
 - \$1.21 per DPA in respect of Unit Class C.

Underlying Investment Exposure

Each DPA has Exposure to the performance (both positive and negative) of an Underlying Investment through the relevant Reference Portfolio. This Exposure refers to the percentage by which the Reference Portfolio notionally participates in the performance referable to the Underlying Investment. For example, if the Exposure level is 125% and performance of the Underlying Investment increases, the Reference Portfolio will obtain a 125% exposure to that movement. Conversely, if the performance of the Underlying Investment decreases, the Reference Portfolio will be exposed 125% to that decrease.

The level of Exposure and the Reference Portfolio Value is calculated by the DPA Issuer in accordance with the terms of each DPA. For each Unit Class, on the Trade Date the level of Exposure the Reference Portfolio will have to the performance referable to the relevant Underlying Investment will be set by reference to the Volatility Feature (discussed more in section 5). This Exposure is then dynamically rebalanced each Scheduled Trading Day through the term to the relevant Capital Protection Date by reference to the Volatility Feature and subject to a set minimum Exposure of 25% and maximum Exposure of 150%. Please see section 5 for further details.

Currency denomination

An investment in all Unit Classes is AUD denominated. For Unit Classes A and C, the Underlying Investment is also denominated in AUD. For Unit Class B, the value of Underlying Investments is denominated in AUD and HKD. For Unit Class B, the values taken into account in determining the performance of the Reference Portfolio are effectively converted to AUD on a one HKD to one AUD basis. This means that when calculating the annual Variable Coupon payments and the Final Maturity Value the DPAs referable to Unit Class B are not exposed to changes in the HKD/AUD exchange rates.

4.1 Unit Class A – Australian Equities Portfolio

Investment in Unit Class A – Australian Equities Portfolio will provide Investors with exposure referable to a diversified equity Portfolio of 10 large blue chip Australian listed companies constructed by our Credit Suisse group research team.

Investment strategy

The aim of the investment is to provide medium term capital appreciation through a notional exposure to a diversified range of sectors within the broader Australian equity market. Unit Class A looks to allow investors access to the benefits of in depth company analysis and subsequent portfolio selection by Credit Suisse group research.

The Portfolio of Australian stocks, selected by the Credit Suisse group equity research team consists of 10 equally weighted stocks listed on the Australian Securities Exchange.

Australian Equities Portfolio

Stock ¹	Bloomberg Code	Weighting	Sector
Origin Energy Limited	ORG AU	10%	Energy
News Corp Limited	NWS AU	10%	Media
Toll Holdings Limited	TOL AU	10%	Transport
Insurance Australia Group Limited	IAG AU	10%	Insurance
Woolworths Ltd	WOW AU	10%	Consumer staples
CSL Limited	CSL AU	10%	Pharmaceuticals, biotechnology and life sciences
Macquarie Group Limited	MQG AU	10%	Diversified financial
BHP Billiton Limited	BHP AU	10%	Materials
Woodside Petroleum Ltd	WPL AU	10%	Energy
Commonwealth Bank of Australia Ltd	CBA AU	10%	Banks

Source: Credit Suisse group.

Capital Protection

100%

Target Volatility

16%

Exposure level range

25%-150%

Investment Term

Five years

Income

Potential annual Variable Coupon. Please see 'Returns' in section 5.2 for further information.

Risks

The general risks of investing and those specific to the Underlying Investments are summarised in 'Risks' in section 6.

Simulated past performance information

The Fund has no relevant financial operating history and no investment track record in respect of Unit Class A. However, each of the securities comprising the Underlying Investment does have a real investment track record. Therefore, it is possible to illustrate the simulated past performance of the Underlying

Investment by combining the historical performance of each of the securities of the Underlying Investment. However, it is important to note that past performance is not a reliable indicator of future performance.

The following table and graph show the performance of the Underlying Investment for Unit Class A and not the performance of Unit Class A – Australian Equities Portfolio. The performance of Unit Class A – Australian Equities Portfolio will not necessarily correlate to the performance of the Underlying Investment because the return of a Unit Class depends on a number of factors, in addition to the performance of the Underlying Investment such as the level of Exposure which is based on Measured Volatility of the Underlying Investment versus Target Volatility of 16%, the effect of fees and charges, and whether you hold the investment to the Capital Protection Date. Graph 1 on page 24 provides an example simulation of the performance of the Underlying Investment for Unit Class A – Australian Equities Portfolio. The simulated past performance information does not take into account distributions or the effect of taxation.

Simulated past performance of the Australian Equities Portfolio as at 31 July 2009

	1 yr %	3 yrs %pa	5 yrs %pa
Australian Equities Portfolio simulated	41.83	32.81	16.86
MSCI World Index	15.69	15.10	0.23

The following simulated historical performance chart shown below illustrates the simulated performance of the Australian Equities Portfolio against the MSCI World Index for the period 31 July 2004 to 31 July 2009. When viewing the comparison in the chart below, Investors should be aware that the Underlying Investment is made up of Australian securities, whereas the MSCI World Index reflects broader assets in international markets.



Source: Credit Suisse group.

Past performance is not necessarily an indication of future performance. Returns are volatile and vary from year to year. The performance of the Underlying Investment will not necessarily correlate with the performance of Unit Class A – Australian Equities Portfolio.

1. These stocks are subject to Adjustment Events as outlined in section 11.1.7. This list may also be adjusted in accordance with these terms at any time prior to the Issue Date.

4.2 Unit Class B – Australian Resources and China Portfolio

Investment in Unit Class B – Australian Resources and China Portfolio will provide Investors with exposure referable to both the Australian resource sector and also the broader China equity market. The portfolio will consist of a 70% weighting to 9 large Blue chip Australian listed companies reviewed by our Credit Suisse group research teams and a 30% weighting to the Hang Seng China Enterprise Index.

Investment strategy

The aim of the investment is to provide medium term capital appreciation through a notional exposure to a range of blue chip Australian resource stocks overlaid with an exposure to the broader China equity market through exposure to the Hang Seng China Enterprise Index.

The Hang Seng China Enterprises Index is a free float capitalisation-weighted index comprised of H-Shares listed on the Hong Kong Stock Exchange and included in the Hang Seng Mainland Composite Index.

Australian Resources and China Portfolio

Stock ¹	Bloomberg		Sector
	Code	Weighting	
BHP Billiton Ltd	BHP AU	7.78%	Materials
Lihir Gold Ltd	LGL AU	7.78%	Gold Mining
Newcrest Mining Ltd	NCM AU	7.78%	Gold Mining
Origin Energy Limited	ORG AU	7.78%	Oil exploration
Oil Search Ltd	OSH AU	7.78%	Oil exploration
Rio Tinto Ltd	RIO AU	7.78%	Metals Diversified
Santos Ltd	STO AU	7.78%	Oil exploration
Woodside Petroleum Ltd	WPL AU	7.78%	Oil exploration
Alumina Ltd	AWC AU	7.78%	Metal – Aluminium
Hang Seng China Enterprise Index	HSCEI Index	30.00%	Country Index

Source: Credit Suisse group.

Capital Protection

100%

Target Volatility

18%

Exposure level range

25%-150%

Investment Term

Five years

Income

Potential annual Variable Coupon. Please see 'Returns' in section 5.2 for further information.

Risks

The general risks of investing and those specific to the Underlying Investments are summarised in 'Risks' in section 6.

Simulated past performance information

The Fund has no relevant financial operating history and no investment track record in respect of Unit Class B. However, each of the securities within the Underlying Investment does have a real investment track record. Therefore, it is possible to

illustrate the simulated past performance of the Underlying Investment by combining the historical performance of each component of the Underlying Investment. However, it is important to note that past performance is not a reliable indicator of future performance.

The table and graph below show the simulated past performance of Underlying Investment for Unit Class B and not the performance of Unit Class B – Australian Resources and China Portfolio. The performance of Unit Class B – Australian Resources and China will not necessarily correlate to the performance of the Underlying Investment because the return of a Unit Class depends on a number of factors, in addition to the performance of the Underlying Investment such as the level of Exposure which is based on Measured Volatility of the Underlying Investment versus the Target Volatility of 18%, the effect of fees and charges, and whether you hold the investment to the Capital Protection Date. Graph 2 on page 24 provides an example simulation of the performance of the Underlying Investment for Unit Class B – Australian Resources and China Portfolio. The simulated past performance information does not take into account distributions or the effect of taxation.

Simulated past performance of the Australian Resources and China Portfolio as at 31 July 2009

	1 yr %	3 yrs %pa	5 yrs %pa
Australian Resources and China Portfolio Simulated	38.11	38.75	22.18
MSCI World Index	15.69	15.10	0.23

The following simulated historical performance chart shown below illustrates the simulated performance of the Australian Resources and China Portfolio against the MSCI World Index for the period 31 July 2004 to 31 July 2009. When viewing the comparison in the chart below, Investors should be aware that the Underlying Investment is made up of Australian resource securities and the Hang Seng China Enterprise Index, whereas the MSCI World Index reflects broader assets in international markets.



Source: Credit Suisse.

Past performance is not necessarily an indication of future performance. Returns are volatile and vary from year to year. The performance of the Underlying Investment will not necessarily correlate with the performance of Unit Class B – Australian Resources and China Portfolio.

1. These stocks are subject to Adjustment Events as outlined in section 11.1.7. This list may also be adjusted in accordance with these terms at any time prior to the Issue Date.

4.3 Unit Class C – Index Accumulator Portfolio

Investment in Unit Class C – Index Accumulator Portfolio will provide Investors with exposure through the Reference Portfolio referable to the performance of the broader Australian equity market.

Unit Class C also provides annual Fixed Coupons of \$0.03 per DPA. Assuming that there are no unanticipated expenses, this amount will be distributed to Investors. However, it must then be reinvested by Investors as a further capital contribution in respect of their Units, so you will not receive the distribution in cash. However, the Responsible Entity will use the amount of any further capital contribution to pay any further instalments of the Purchase Price on the DPAs for Unit Class C and at Maturity, the Fund will receive Capital Protection of 100% based on the total Purchase Price of the DPAs, ie. \$1.21 per DPA. This means that, assuming there are no unanticipated expenses incurred by the Unit Class, Investors will receive at least \$1.21 per Unit in Unit Class C if they redeem on the Capital Protection Date, less the sell spread. Please see section 5.2 under 'Annual income' for more information.

Investment strategy

The aim of the investment is to provide medium term capital appreciation through a notional exposure to the S&P/ASX 200 Index. The Index Accumulator Portfolio Unit Class looks to allow Investors access to one of the leading investment benchmarks for the Australian equity market.

The S&P/ASX 200 Index comprises the top 200 entities (including Telstra Instalment Receipts) listed on the ASX as measured by Float Adjusted Market Capitalisation. The S&P/ASX 200 Index was first introduced in April 2000 and covers approximately 80% of the Australian equities market capitalisation. The S&P/ASX 200 Index is maintained by the S&P Australian Index Committee ('Index Committee') and is reviewed quarterly. The weighting of constituents in the S&P/ASX 200 Index is determined by the Float Adjusted Market Capitalisation assigned to each security by the Index Committee. Float Adjusted Market Capitalisation is a measure of the largest entities by reference to the value of their securities available for public trading.

The S&P/ASX 200 Index used as the Underlying Investment for Unit Class C – Index Accumulator Portfolio is a price index. This means the index value of the S&P/ASX 200 Index is based on security price movements, and dividends and distributions are not taken to be reinvested in determining the index value.

The current performance and composition of the S&P/ASX 200 Index from time to time can be accessed at the internet site www2.standardandpoors.com.

Ten largest stock holdings (by weight) of the S&P/ASX 200 Index as at 31 July 2009

Stock	Bloomberg		Sector
	Code	Weighting	
BHP Billiton Ltd	BHP AU	13.69%	Materials
Commonwealth Bank of Australia	CBA AU	6.57%	Banks
Westpac Banking Corp	WBC AU	6.42%	Banks
National Australia Bank Ltd	NAB AU	4.76%	Banks
Australia & New Zealand Banking Group Ltd	ANZ AU	4.34%	Banks
Telstra Corp Ltd	TLS AU	3.94%	Telecommunications Services
Woolworths Ltd	WOW AU	3.49%	Consumer staples
Wesfarmers Ltd	WES AU	3.18%	Retail/Diversified
Rio Tinto Ltd	RIO AU	2.73%	Metals Diversified
Westfield Group	WDC AU	2.56%	Real Estate

Source: Standard and Poors.

Capital Protection

100%

Target Volatility

15%

Exposure level range

25%-150%

Investment Term

Seven years

Income

Potential annual Variable Coupon plus a Fixed Coupon.

For the Fixed Coupon, on an annual basis the Fund will receive a Fixed Coupon of \$0.03 per DPA related to Unit Class C. Assuming there are no unanticipated expenses this amount will be distributed to Investors, however it must then be reinvested as a further capital contribution. This means Investors will not receive their Fixed Coupon in cash.

Please see 'Returns' in section 5.2 for further information.

Risks

The general risks of investing and those specific to the Underlying Investments are summarised in 'Risks' in section 6.

1. The index are subject to Adjustment Events as outlined in section 11.1.7, and may also be adjusted in with these terms at any time prior to the Issue Date.

Past performance information

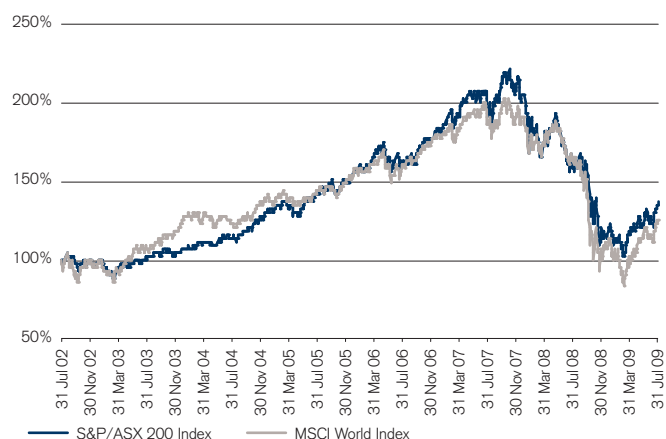
The Fund has no relevant financial operating history and no investment track record in respect of Unit Class C. However, the S&P/ASX 200 Index which forms the Underlying Investment for DPAs referable to Unit Class C does have a real investment track record. Therefore, it is possible to illustrate the past performance of the Underlying Investment by looking at the historical performance of the S&P/ASX 200 Index. However, it is important to note that past performance is not a reliable indicator of future performance.

The table and graph below show the performance of the Underlying Investment for Unit Class C and not the performance of Unit Class C – Index Accumulator Portfolio. The performance of Unit Class C – Index Accumulator Portfolio will not necessarily correlate to the performance of the Underlying Investment because the return of a Unit Class depends on a number of factors, in addition to the performance of the Underlying Investment such as the level of Exposure which is based on Measured Volatility of the Underlying Investment versus the Target Volatility of 15%, the effect of fees and charges and whether you hold the investment to the Capital Protection Date. Graph 3 on page 24 provides an example simulation of the performance of the Underlying Investment for Unit Class C – Index Accumulator Portfolio. The Simulated past performance information does not take into account distributions or the effect of taxation.

Past performance of the S&P/ASX 200 Index as at 31 July 2009

	1 yr %	3 yrs %pa	5 yrs %pa	7 yrs %pa
S&P/ASX 200 Index	1.75	12.36	14.00	4.66
MSCI World Index	6.05	12.80	13.38	3.33

The following historical performance chart shown below illustrates the performance of the S&P/ASX 200 Index against the MSCI World Index for the period 31 July 2002 to 31 July 2009. When viewing the comparison in the chart below, Investors should be aware that the Underlying Investment is made up of assets concentrated in Australia, whereas the MSCI World Index reflects international assets.



Source: Credit Suisse.

Past performance is not necessarily an indication of future performance. Returns are volatile and vary from year to year. The performance of the Underlying Investment will not necessarily correlate with the performance of Unit Class C – Index Accumulator Portfolio.



4.4 Delivery Assets

After the relevant Capital Protection Date the DPA Issuer will deliver to each Unit Class the Delivery Assets comprising the Delivery Parcel being an equally weighted basket of securities in the 20 largest entities (measured by Float Adjusted Market Capitalisation) included in the S&P/ASX 200 Index according to their index weightings as at the relevant Capital Protection Date.

Historically, the top 20 largest entities included in the S&P/ASX 200 Index at any time have generally represented a large proportion of the S&P/ASX 200 Index.

By way of illustration only, the top 20 securities within the S&P/ASX 200 Index as at 31 July 2009 constituted 67% of the S&P/ASX 200 Index (measured by Float Adjusted Market Capitalisation) and were the following:

Security	Bloomberg Code	% Index Weighting
AMP Ltd	AMP AU	1.18%
Australia & New Zealand Banking Group Ltd	ANZ AU	4.56%
BHP Billiton Ltd	BHP AU	13.28%
Commonwealth Bank of Australia	CBA AU	6.80%
CSL Ltd/Australia	CSL AU	1.93%
Foster's Group Ltd	FGL AU	1.09%
Macquarie Group Ltd	MQG AU	1.40%
National Australia Bank Ltd	NAB AU	5.00%
Newcrest Mining Ltd	NCM AU	1.52%
Origin Energy Ltd	ORG AU	1.32%
QBE Insurance Group Ltd	QBE AU	2.04%
Rio Tinto Ltd	RIO AU	2.75%
Santos Ltd	STO AU	1.26%
Suncorp-Metway Ltd	SUN AU	0.93%
Telstra Corp Ltd	TLS AU	3.85%
Wesfarmers Ltd	WES AU	3.13%
Westfield Group	WDC AU	2.47%
Westpac Banking Corp	WBC AU	6.67%
Woolworths Ltd	WOW AU	3.50%
Woodside Petroleum Ltd	WPL AU	2.23%

Please note that the above list is provided by way of example only, and is not indicative of the securities that will comprise the top 20 entities in the S&P/ASX 200 Index as at the relevant Capital Protection Date.

For this reason, the Delivery Assets comprising the delivery Parcel delivered to the Responsible Entity after the relevant Capital Protection Date should be representative of the S&P/ASX 200 Index.

Please note that following Maturity of the DPAs, the DPA Issuer may, in its reasonable opinion, determine that it is not possible or practicable to obtain or to transfer the Delivery Assets comprising the delivery Parcel to the Fund (or part thereof), or that it may be contrary to internal policies, procedures or guidelines. In this case, the DPA Issuer may substitute a Delivery Asset for any other security quoted and trading on the ASX.

These investments will not be actively managed, meaning they will not be rebalanced by the Responsible Entity after the relevant Capital Protection Date. Instead, the Responsible Entity will appoint the Investment Manager to passively manage the investments for each Unit Class. The Responsible Entity may in its discretion, but having regard to the best interest of Investors at the time, substitute some or all of these assets with other investments.

5. Investment structure and returns

5.1 Deferred Purchase Agreements

The Unit Classes A, B, and C will each invest in DPAs issued by Credit Suisse, Sydney Branch (DPA Issuer). The entire amount raised in each Unit Class will be invested in DPAs relevant to that particular Unit Class and entered into between the Responsible Entity on behalf of the Fund with the DPA Issuer. The Purchase Price for DPAs in Unit Classes A and B is \$1.00 per DPA and, for Unit Class C, is \$1.21 per DPA, payable in instalments. The Responsible Entity will use \$1.00 per Unit to acquire the DPAs in Unit Class C and will pay the remaining \$0.21 by instalments over the term of the DPAs.

Each DPA constitutes an agreement between the Fund and the DPA Issuer to purchase the Delivery Assets comprising the Delivery Parcel at Maturity of the DPA where for each Unit Class:

- during the term of the DPAs, other than in the case of an Early Maturity, the value of the DPAs should reflect the Reference Portfolio Value determined by the DPA Issuer; and
- at the relevant Capital Protection Date – the value of the DPAs should reflect the Final Maturity Value which, in the case of the DPAs for:
 - Unit Classes A and B will be the greater of the Reference Portfolio Value at the Capital Protection Date less the Administration Costs and any Variable Coupons paid during the term of the DPA (if any) and \$1.00 per DPA (if the Reference Portfolio Value is less than or equal to \$1.00); and
 - Unit Class C will be the greater of the Reference Portfolio Value at the Capital Protection Date less the Administration Costs and any Variable Coupons paid during the term of the DPA and \$1.21 per DPA (if the Reference Portfolio Value is less than or equal to \$1.21).

Reference Portfolio Value

For each Unit Class, the DPAs provide Exposure to the performance of the Underlying Investment through a the Reference Portfolio. The level of Exposure to each Underlying Investment is dynamically rebalanced each Scheduled Trading Day through the Volatility Feature, which is designed to manage market risk associated with the volatility of the Underlying Investment by varying the level of Exposure referable to the Underlying Investment to take account of increased or decreased volatility. The basic principle of the Volatility Feature is to reduce Exposure when volatility rises, and to increase Exposure when volatility falls subject in each case to the set minimum and maximum Exposure level for each Reference Portfolio.

On the Trade Date, the starting level of Exposure each Reference Portfolio has to the relevant Underlying Investment is calculated as the Target Volatility of each Underlying Investment divided by the Measured Volatility of each Underlying Investment on the Trade Date. Thereafter, the Exposure level is

dynamically rebalanced each Scheduled Trading Day throughout the term of each DPA to the relevant Capital Protection Date by reference to the Volatility Feature, subject to a minimum Exposure of 25% and maximum Exposure of 150%.

On the Trade Date the Reference Portfolio Value is \$1.00 per DPA. Thereafter, during the term to the Maturity of the DPAs, the Reference Portfolio Value for each DPA is determined by the DPA Issuer and is calculated by reference to several factors including:

- the performance of the Underlying Investment on each day since the Trade Date;
- the level of Exposure the Reference Portfolio has to the Underlying Investment, as calculated using the Volatility Feature;
- the Administration Costs per Unit Class; and
- Variable Coupons paid or payable by the DPA Issuer.

The Reference Portfolio Value for each Unit Class will be published on a monthly basis on the following website www.credit-suisse.com/performanceplus generally within four Business Days of month end. This published monthly value is designed to give an indication of the value of a DPA in a particular class. Please note this value is not the value that the Fund may receive on an Early Maturity nor the Withdrawal Price that you may consequently receive. Please see 'Withdrawal Price' below.

Volatility Feature

The Volatility Feature is a rule based formula under which the level of Exposure the Reference Portfolio has to the performance of the Underlying Investment may be changed, on each Scheduled Trading Day, as a result of changes in volatility of the Underlying Investment as against the Target Volatility.

The basic principle is to reduce Exposure when volatility rises, and to increase Exposure when volatility falls.

The Target Volatility for the Underlying Investment referable to DPAs in each of the Unit Classes is as follows:

- Unit Class A – 16%
- Unit Class B – 18%
- Unit Class C – 15%

Each Scheduled Trading Day, from the Trade Date until the relevant Capital Protection Date, the volatility of the Underlying Investment is observed by looking at the average volatility of the Underlying Investments for the preceding 100 Scheduled Trading Days ('Measured Volatility'). If Measured Volatility changes by greater than 1% then the Exposure to the Underlying Investments is adjusted to equal the result of:

$$\frac{\text{Target Volatility}}{\text{Measured Volatility}}$$

subject to a minimum Exposure of 25% and a maximum Exposure of 150%.

If	Measured Volatility = Target Volatility	then	Exposure is 100%
If	Measured Volatility < Target Volatility	then	Exposure is >100% but not more than 150%
If	Measured Volatility > Target Volatility	then	Exposure is <100% but must be more than 25%

An example: Unit Class A – Australian Equities Portfolio

Exposure = X/Y

Where X = 16% (Target Volatility); and
Y is the daily Measured Volatility level over the preceding 100 Scheduled Trading Days; and
The minimum Exposure is 25% and maximum Exposure is 150%.

Scenario 1 – Y = 18%

If the daily Measured Volatility level of the Underlying Investment was 18% (B), the level of Exposure to the performance of the Underlying Investment would be adjusted to 88% (ie. $16\%/18\% = 88\%$).

Scenario 2 – Y = 16%

If the daily Measured Volatility of the Underlying Investment was 16%, the level of Exposure to the performance of the Underlying Investment would be adjusted to 100% (ie. $16\%/16\% = 100\%$).

Scenario 3 – Y = 10%

If the daily Measured Volatility of the Underlying Investment was 10%, the level of the Exposure to the performance of the Underlying Investment would be the maximum Exposure level of 150% even though the formula would provide an Exposure level of 160% (ie. $16\%/10\% = 160\%$).

The varying level of Exposure over the term to Maturity of the DPAs determines the extent to which the Reference Portfolio of the relevant Unit Class participates in the performance of the Underlying Investment. Greater Exposure means greater participation in the performance of the Underlying Investment, both negative and positive performance and less Exposure means less participation. The following examples illustrate the effect of Exposure on the Reference Portfolio:

Exposure	Effect on the Reference Portfolio
100%	The Reference Portfolio will increase or decrease by 1.00% for every 1.00% increase or decrease in the actual performance of the Underlying Investment.
150%	The Reference Portfolio will increase or decrease by 1.50% for every 1.00% increase or decrease in the actual performance of the Underlying Investment.
25%	The Reference Portfolio will increase or decrease by 0.25% for every 1.00% increase or decrease in the actual performance of the Underlying Investment. Where the level of Exposure is below 100%, a Reference Portfolio will not participate fully in increases (or likewise decreases) in the performance of the Underlying Investment and the level of Exposure could be significantly reduced if volatility increases substantially.

During the term to Maturity of the DPAs, the Fund updates may include general commentary in relation to the recent Measured Volatility versus the Target Volatility. However, the Fund will not be making available information in relation to the actual Exposure levels for that period.

5.2 Returns

For each Unit in the Unit Classes A, B, and C, the returns on your investment are based on the following:

During the term of the DPA:

- potential annual income derived from the Variable Coupons received by the Responsible Entity under each DPA and the Fixed Coupon received by the Responsible Entity annually in respect of the DPAs for Unit Class C (distributions in respect of which will be reinvested by Investors and used by the Responsible Entity to fund the payment of each further instalment of the Purchase Price of the DPAs);
- Final Maturity Value for each DPA on the relevant Capital Protection Date (provided the relevant DPA is held until that date);
- the Administration costs per Unit Class; and
- any unanticipated expenses incurred by the Unit Class.

After the DPA matures and the Unit Class holds the Delivery Assets comprising the Delivery Parcel:

- potential annual income derived from dividends and distributions which may include franking credits attaching to the dividends or distributions received in respect of the Delivery Assets comprising the Delivery Parcel; and
- increases or decreases in the value of Delivery Assets comprising the Delivery Parcel.

Annual income

Under the terms of the DPAs, on an annual basis the Responsible Entity:

- will be entitled to receive a Fixed Coupon of \$0.03 pa in respect of each DPA for Unit Class C; and
- may also be entitled to receive a Variable Coupon payment in respect of the DPAs referable to each Unit Class calculated on or around 27 November each year which, assuming the Unit Class does not have any unanticipated expenses, the Responsible Entity will then pay to Investors as a distribution of income to the relevant Unit Class.

Fixed Coupon

The Fixed Coupon of \$0.03 per DPA is payable annually in respect of the DPAs relating to Unit Class C. Assuming that the Unit Class does not have any unanticipated expenses, this amount will be distributed to you on an annual basis, but will be required to be reinvested as a further capital contribution to the Fund, so that you will not receive the distribution in cash. In respect of the DPAs for Unit Class C, the Responsible Entity will use the amount of any further capital contribution to pay any further instalments of the Purchase Price on the DPAs for Unit Class C.

Investors should note that, since the distribution will not be received in cash, an Investor will need to fund any tax liability arising in respect of the distribution out of their own funds please refer to section 8.2 'Taxation of Investors' for further details.

For example – Unit Class C – Index Accumulator Portfolio

If you held 50,000 Units in Unit Class C (at an issue price of \$1 per Unit), and assuming that the Fund did not incur any unanticipated expenses, you would receive income from the Fund to the value of the Fixed Coupon received by the Responsible Entity of \$1,500 for that year (ie. $\$0.03 \times \$50,000$). This Fixed Coupon is fully reinvested as a further capital contribution to the Fund.

Variable Coupon

For Unit Classes A, B and C, the Variable Coupon is the variable coupon is the greater of:

- 0%pa; and
- 50% of the annual growth of the Reference Portfolio Value above a High Water Mark and Hurdle Rate.

For each Unit Class, the Variable Coupon payment is calculated annually by reference to the performance of the Reference Portfolio Value at each Coupon Valuation Date, beginning on the Issue Date and ending on the relevant Capital Protection Date.

The amount of the Variable Coupon per DPA is calculated in accordance with the following formula:

Variable Coupon = 50% x (X – Y – Z)

Where:

- X is the Reference Portfolio Value (before deduction of any Variable Coupon) as at the relevant annual Coupon Valuation Date
- Y is the High Water Mark which is the highest Reference Portfolio Value as at any of the previous Coupon Valuation Dates (before deduction of the Variable Coupons calculated as at that previous annual Coupon Valuation Date). On the first Coupon Valuation Date, Y is equal to \$1.00 (ie. the Purchase Price, ignoring any further Purchase Price instalments in relation to Unit Class C),
- Z is the Hurdle Rate which is 5%

provided that if the Variable Coupon calculated under this formula is less than zero, the amount of the Variable Coupon will be nil.

For example – Unit Class A – Australian Equities Portfolio

If you held 50,000 Units in Unit Class A (at a Unit Issue Price of \$1.00 per Unit), and the change in the Reference Portfolio Value between the Issue Date and the end of the 12 month period was calculated to be 10%, the Fund would receive \$1,250 for that year calculated as follows
Variable Coupon = 50% x (X – Y – Z) where:

X = 110% (\$1.10)

Y = 100% (\$1.00)

Z = 5% (\$0.05)

That is $(50\% \times (\$1.10 - \$1.00 - \$0.05) \times \$50,000) = \$1,250$.

Assuming that there are no unanticipated expenses referable to Unit Class A, this amount would be paid to you as a distribution.

Variable Coupon payments are deducted from the Reference Portfolio Value on the Variable Coupon payment dates and therefore affect both the Final Maturity Value and the amount that the Fund would receive on an Early Maturity of a DPA.

The payment of any Fixed or Variable Coupons prior to Maturity of the DPAs does not however affect Capital Protection provided to each Unit Class.

Further information about distributions is covered under 'Income' in section 9.

Returns at Maturity

On Maturity of the DPAs each Unit Class will receive the Final Maturity Value multiplied by the number of DPAs referable to that Unit Class. This will be physically delivered to the Responsible Entity following Maturity in the form of the Delivery Parcel. The minimum Final Maturity Value for Unit Classes A and B is a minimum of \$1.00 per DPA and for Unit Class C is \$1.21 per DPA.

The formulas for calculating the Final Maturity Value for each Unit Class are as follows:

Unit Classes A and B $100\% + \text{Maximum}(0, \text{Reference Portfolio Value on Capital Protection Date} - 100\%)$

Unit Class C $100\% + 21\% + \text{Maximum}(0, \text{Reference Portfolio Value on Capital Protection Date} - 100\%)$

The Final Maturity Value of the DPA is based on the daily performance of the trading price of each of the Underlying Investments comprising the Reference Portfolio multiplied by the daily Exposure referable to each of the Underlying Investments (as determined by the Volatility Feature) less the Administration Costs and any Variable Coupons, throughout the term of the DPA. To reach a Final Maturity Value at the relevant Capital Protection Date, each Scheduled Trading Day the DPA Issuer calculates the price performance of each of the Underlying Investments in the Reference Portfolio and multiplies this by the relevant Exposure for that Underlying Investment that day, less the Administration Costs and any Variable Coupons.

The excess of the value of the Delivery Parcel over the aggregate Purchase Price of all of the DPAs in a Unit Class will be distributed to Investors in that Class. You will be required to reinvest this distribution as a further capital contribution in respect of your Units in the Unit Class unless you have made a Withdrawal request to withdraw your investment on the Capital Protection Date that has been accepted by the Responsible Entity. Investors should note that, since the distribution will not be received in cash, an Investor will need to fund any tax liability arising in respect of the distribution out of their own funds, please refer to section 8.2 'Taxation of Investors' for further details.

On Variable Coupon calculation dates the Variable Coupon is deducted from the Reference Portfolio Value of each Unit Class and therefore also from the Final Maturity Value. Following Maturity the DPA Issuer delivers the Final Maturity Value to the Responsible Entity which must be at least \$1.00 per DPA for Unit Classes A and B and \$1.21 for Unit Class C through delivery of the Delivery Parcel.

The Delivery Parcel is the total number of Delivery Assets to be delivered by the DPA Issuer to the Responsible Entity following the relevant Capital Protection Date as determined by the following formula:

$$\text{Delivery Parcel} = \frac{\text{Final Maturity Value per DPA}}{\text{Final Delivery Asset Price}}$$

The Delivery Asset will be an equally weighted basket of securities in the 20 largest entities (measured by Float Adjusted Market Capitalisation) included in the S&P/ASX 200 Index according to their index weightings as at Maturity, or any other Delivery Asset determined by DPA Issuer in accordance with the terms of the DPAs.

Withdrawal Price

It is important to understand that an investment in Units is an open-ended investment with no fixed term. However, you can make a withdrawal request to the Responsible Entity on a monthly basis. Withdrawals require the calculation of a Withdrawal Price which:

- prior to the relevant Capital Protection Date will be the Unit Price of each Class (which will take into account the DPA Unwind Value), and
- on or after the relevant Capital Protection Date will be the Unit Price less a sell spread.

The amount you receive will be based on the Withdrawal Price for the month in which you request the withdrawal.

Where redemption takes place before the relevant Capital Protection Date, the Withdrawal Price in relation to a class of Units will take into account the unwind value of a DPA on Early Maturity, that is the DPA Unwind Value. There is no active market for DPAs so if the Fund needs to unwind the DPAs, the Fund must obtain an unwind price set by the DPA Issuer. In practice, on Early Maturity the DPA Unwind Value takes into account the Reference Portfolio Value and the economic value that the DPA Issuer achieves on the unwinding of the DPAs (including the value (if any) from managing its risk position) which is reliant on several factors including but not limited to Australian interest rates and the remaining term to maturity. For this reason, the Withdrawal Price you receive on a redemption prior to the Capital Protection Date will not be the same as, and could be less than, the monthly published Reference Portfolio Value.

Where redemption takes place on the relevant Capital Protection Date, the Net Asset Value in relation to a Class of Units will take into account the value of the Delivery Parcel to be received by the Fund in respect of the DPAs referable to that Class, which will be based on the Final Maturity Value. Assuming there are no unexpected Class expenses, this is expected to be equal to the greater of:

- \$1.00 per DPA in Unit Classes A and B and \$1.21 per DPA in Unit Class C; and
- the relevant Reference Portfolio Value at the relevant Capital Protection Date having regard to the performance of the Underlying Investment and the level of Exposure throughout the term to the relevant Capital Protection Date to the respective Underlying Investment less the Administration Costs and the amount of Variable Coupons paid during the term of the DPAs (if any).

Therefore, the Net Asset Value of Unit Classes at the relevant Capital Protection Date should be at least equal to the Unit Issue Price of the Unit. If the DPA referable to your Unit Class returns \$1.00 (or \$1.21 for Unit Class C) at Maturity you will receive this amount less the applicable sell spread if you withdraw from the Fund. However, if the Fund has unanticipated expenses in respect of a particular Unit Class, then some assets of the Fund may be required to pay for such expenses, which may reduce your return further.

Returns after Maturity of the DPAs

After Delivery of the Delivery Parcel, each Unit Class will have an investment in the portfolio of Delivery Assets comprising the Delivery Parcel. Following receipt of the Delivery Parcel, the Fund will no longer have exposure referable to the Underlying Investment for that Unit Class. The Responsible Entity intends to take delivery of the Delivery Assets comprising the Delivery Parcel and to hold those assets following the relevant Capital Protection Date. The Responsible Entity does not intend to actively manage any of the investments of the Delivery Assets comprising the Delivery Parcel; rather, the Delivery Assets will be passively managed by the Investment Manager.

Any dividends or distributions received in respect of the Delivery Assets will be distributed to you as income which may include franking credits attaching to the dividends or distributions.

The Delivery Assets may increase or decrease in value, which will be referable to the Net Asset Value of the relevant Class of Units. However, the Delivery Assets comprising the Delivery Parcel will not be sold by the Fund, except in limited circumstances, or where necessary to fund Withdrawal requests.

An investment in the Delivery Assets will not have the benefit of Capital Protection or the Volatility Feature.

5.3 Return Calculations

The Fund will issue Units in each of Unit Classes A, B and C on or about 27 November 2009. As such, the Fund has no relevant financial operating history and no investment track record in respect of each Unit Class. However, each of the securities comprising the Underlying Investment within each Reference Portfolio does have a real investment track record. Therefore, it is possible to illustrate the investment strategy in respect of each Unit Class by looking at the historical performance of each Reference Portfolio combined with the features of each Unit Class. However, it is important to note that past performance is not a reliable indicator of future performance.

The graphs below show the simulated past performance of Unit Classes A, B and C (being the daily value of the DPAs' Exposure to the relevant Underlying Investment) which takes into account the Target Volatility level, Administration Costs and any Variable Coupon paid, had Unit Classes A, B and C existed within the period stated for the graph.

Certain assumptions have been made in illustrating the investment strategies used in Unit Classes A, B and C: These are:

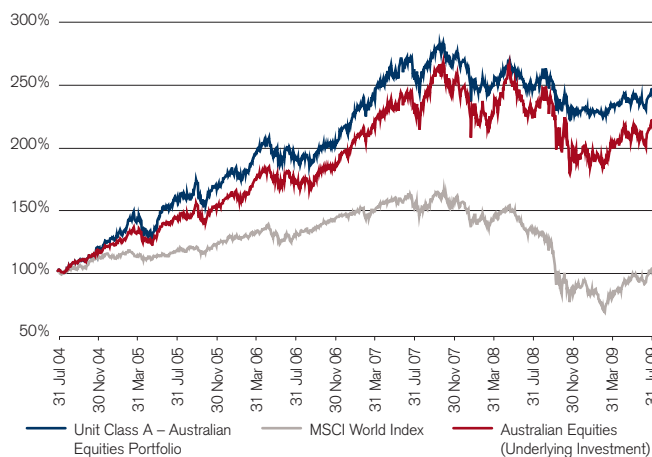
- the set Target Volatility level and rebalancing according to the Volatility Feature are in accordance with the terms of each DPA;
- the term of the illustrated return replicates the term of the relevant DPA, being 5 years for Unit Classes A and B, and 7 Years for Unit Class C; and
- the Variable Coupons and Administration Costs deducted are calculated according to the terms of each DPA.

These simulated returns may not be achieved in the future and are subject to the risk factors outlined at 'Risks' in section 6 of this PDS. The simulated returns have been calculated in accordance with the assumptions set out above using publicly available data. These simulated returns are intended to provide one example of the risk and return outcome for each Unit Class.

The simulated performance of Unit Classes A, B and C assumes that the Variable Coupon is not reinvested and that the Administration Costs and Variable Coupon are paid out annually. The Variable Coupon does not take into account the effects of taxation. The Variable Coupon is dependant on the performance of the Underlying Investment therefore these simulated returns and the Variable Coupon payments may not be achieved in the future.

The general risks of investing and those specific to the Underlying Investments are summarised in 'Risks' in section 6.

Graph 1. Unit Class A – Australian Equities Portfolio



Source: Credit Suisse.

An investment in Unit Class A may not have the same outcome as a direct investment in a portfolio of the same 10 Australian stocks. This is because the return of Unit Class A through the Reference Portfolio depends on a number of factors, including the application of the Target Volatility, in addition to the performance of the Underlying Investment and whether you hold your Units to the relevant Capital Protection Date. The volatility of the Underlying Investment may vary in the future which may affect the performance of the Reference Portfolio. This will directly impact upon the potential returns for Unit Class A. Further, the value that an investor will receive on withdrawal of their unitholding prior to the Capital Protection Date will not be based on the current Reference Portfolio Value, it will be based on the DPA Unwind Value which is discussed in section 5.2.

Past performance is not necessarily an indication of future performance.

Returns are volatile and vary from year to year.

Graph 2. Unit Class B – Australian Resources and China Portfolio

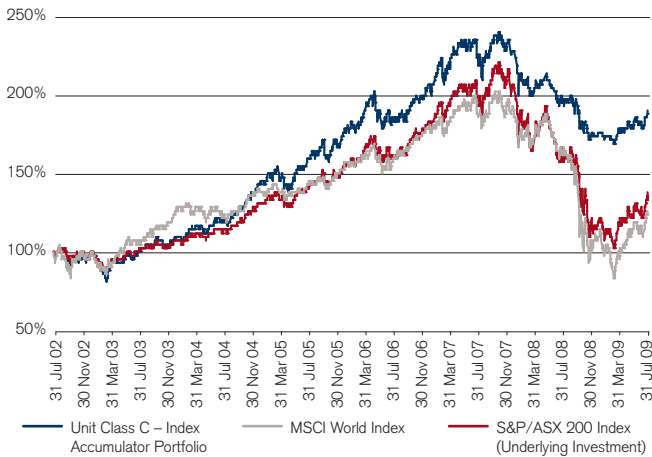


An investment in Unit Class B may not have the same outcome as a direct investment in a portfolio of the same 9 Australian resource stocks and the Hang Seng Index. This is because the return of Unit Class B through the Reference Portfolio depends on a number of factors, including the application of the Target Volatility, in addition to the performance of the Underlying Investment and whether you hold your Units to the relevant Capital Protection Date. The volatility of the Underlying Investment may vary in the future which may affect the performance of the Reference Portfolio. This will directly impact upon the potential returns for Unit Class B. Further, the value that an investor will receive on withdrawal of their unitholding prior to the Capital Protection Date will not be based on the Reference Portfolio Value, it will be based on the DPA Unwind Value which is discussed in section 5.2.

Past performance is not necessarily an indication of future performance.

Returns are volatile and vary from year to year.

Graph 3. Unit Class C – Index Accumulator Portfolio



An investment in Unit Class C may not have the same outcome as a direct investment in the S&P/ASX 200 Index. This is because the return of Unit Class C through the Reference Portfolio depends on a number of factors, including the application of the Target Volatility, in addition to the performance of the S&P/ASX 200 Index and whether you hold your Units to the relevant Capital Protection Date. The volatility of the S&P/ASX 200 Index may vary in the future which may affect the performance of the Reference Portfolio. This will directly impact upon the potential returns for Unit Class C. Further, the value that an investor will receive on withdrawal of their unitholding prior to the Capital Protection Date will not be based on the current Reference Portfolio Value, it will be based on the DPA Unwind Value which is discussed in section 5.2.

Past performance is not necessarily an indication of future performance.

Returns are volatile and vary from year to year.



6. Risks

Before investing in the Fund you should consider whether it is a suitable investment for your individual investment objectives, financial circumstances and needs. You should also consider your financial targets, investment timeframe, and what degree of risk you will accept in order to achieve your goals. It is important to consider the risks associated with an investment in the Fund prior to investing. It is recommended that you read this PDS in full and seek your own investment advice.

This section contains an outline of general investment risks and risks that are specific to the Fund that may influence the value of your investment.

Specific risks

The key risks that are specific to an investment in the Fund are as follows:

Capital Protection risk on Investment risk

a) Capital Protection is provided to the Fund under the terms of the DPA rather than to individual Investors. Your Units may have a value less than the capital protected amount of \$1.00 for each DPA for Unit Classes A and B and \$1.21 for each DPA for Unit Class C held by the Responsible Entity in respect of a Unit Class, where the relevant DPA is paying this minimum amount. Capital Protection will not be provided in the following circumstances:

- where you dispose of your Units before the relevant Capital Protection Date, resulting in the Fund having to terminate DPAs referable to your Units prior to the relevant Capital Protection Date;
- where you hold your Units after the Maturity of the DPA;
- where the DPAs for a Unit Class are terminated prior to Maturity of the DPAs on the occurrence of certain events (see 'Early Maturity Risks' and 'Termination of a Unit Class risk' below);
- where the DPA Issuer fails to fulfil its obligations to each of the Unit Classes under the terms of the DPAs; and
- where a Unit Class incurs an unexpected liability or the Responsible Entity fails to meet its obligations when they become due and payable.

Investors should note that their return from their unitholding will be reduced by the sell spread associated with withdrawing from the Fund. Therefore, if the DPA referable to their Unit Class returns \$1.00 (or \$1.21 for Unit Class C) at Maturity they will receive less than that amount. Further, if the Fund has unanticipated expenses in respect of a particular Unit Class, then some of Assets of the Fund may be required to pay for such expenses, which may reduce their return further.

b) There is a risk of early termination of the DPAs. In this circumstance the Fund will receive a value determined by the DPA Issuer which will be different to the Reference Portfolio Value and Capital Protection at Maturity of the DPAs will not be available.

Early Maturity can arise if the DPA Issuer nominates an Early Maturity Event under the terms of the DPAs or if we accept a request from you for a Withdrawal prior to the relevant Capital Protection Date. The circumstances under which the DPA Issuer can nominate an Early Maturity Event include:

- a tax event – for example, the DPA Issuer becomes substantially likely to have to pay a materially increased tax amount as a result of a change in law in any jurisdiction or action taken by a taxing authority;
- an illegality event – where an obligation of the DPA Issuer under the terms of the DPAs becomes unlawful, impossible, illegal, or beyond the DPA Issuer's reasonable control or otherwise prohibited as a result of, or as a result of compliance with, any applicable law, judgement or regulatory event; and/or
- an insolvency event in relation to the DPA Issuer.

c) The DPA Unwind Value risk is the risk that:

- the Reference Portfolio Value and the DPA Unwind Value may significantly differ due to the various factors which affect the DPA Unwind Value; and/or
- the terms of the DPAs are adjusted by the DPA Issuer prior to Maturity of the DPAs which is permitted in specific circumstances (see section 11.1.9 for further information).

d) At the Capital Protection Date, the risk that the Unit Price will be less than the Final Maturity value of the referable Unit Class where, for example, a Unit Class incurs an unexpected liability.

Early Maturity risks

In the event of an Early Maturity in respect of DPAs referable to your Units, the Responsible Entity will redeem your units and distribute to you the Net Asset Value your Units which may be less than your Total Investment Amount. On an Early Maturity the value of the Delivery Parcel for the Early Maturity will be determined under the terms of the DPAs and based on the DPA Unwind Value at Early Maturity. On an Early Maturity, Capital Protection will not be available. The Net Asset Value at Early Maturity will be the fair economic value of the Units, determined by the Responsible Entity having regard to the DPA Unwind Value. This means that the value that you may receive on an Early Maturity may be less than the amount you invested in the relevant Unit Class and will be less than the Reference Portfolio Value determined ordinarily during the term to Maturity of the DPAs.

The DPAs may mature early where:

- The Responsible Entity requests an Early Maturity in respect of some or all of the DPAs and the DPA Issuer accepts this request;
- The Fund fails to meet an obligation in a material contract relating to the purchase of the DPAs;
- The Fund breaches a law or regulation and fails to remedy this within 30 days or when required to do so by law or an applicable regulator;
- The Fund becomes insolvent, wound up or is resolved to be wound up;
- It becomes illegal or impossible for the Fund to continue its operations, or for either party to perform its obligations under the DPA;
- The DPA Issuer determines in good faith due to a change in tax law or action taken by a taxing authority or court, that the DPA Issuer is required to pay a materially increased amount of tax; or
- The DPA Issuer is unable to pay its debts; goes into liquidation; commences winding up; enters into an arrangement or compromise with creditors; has a receiver appointed or other such events occur; or
- An Adjustment Event or a Market Disruption Event occurs and in the DPA Issuer's reasonable opinion it is not possible or desirable to deal with the occurrence of that event via other applicable provisions of the DPA.

Where all of the DPAs referable to a particular class mature early and the Responsible Entity receives the DPA Unwind Value in respect of all of the DPAs referable to the class, the Responsible Entity will seek to redeem all units in the class early.

Exposure and volatility risk

The value of Units in each Unit Class depends upon the performance of each DPA which in turn depends on the relevant Reference Portfolio, its respective Underlying Investment and the level of Exposure to the performance of that Underlying Investment. Exposure, like leverage, has the potential to magnify any poor performance of the Underlying Investment. The level of Exposure is dynamically rebalanced each Scheduled Trading Day (as described in section 5.1 of this PDS) under the Volatility Feature, which is a rule based technique designed to manage market risk associated with Exposure referable to the Underlying Investment. This Volatility Feature may also increase the DPAs investment risk (subject to Capital Protection available in relation to DPAs held at Maturity) by reducing the potential for gains by reducing the DPAs' level of Exposure to the Underlying Investment during periods where the Measured Volatility exceeds the Target Volatility. For example, where the level of Exposure is above 100% a decrease in the performance of the Underlying Investment of a Unit Class may lead to a proportionally greater decrease in the Reference Portfolio Value (which will negatively affect your returns). Where the level of Exposure is below 100%, a Reference Portfolio will not participate fully in increases (or likewise decreases) in the performance of the Underlying Investment and the level of Exposure could be potentially significantly reduced if volatility increases substantially. See section 5.1 of the PDS for more information in relation to Exposure, the Target Volatility and the Volatility Feature.

You should not invest in Units if you are not comfortable in making an investment where you have no control over the level of Exposure to the Underlying Investment.

Correlation risk

The impact of Exposure and any applicable Variable Coupons and the fact that the return is linked to a formula rather than an actual investment in the Underlying Investment, means that changes in the value of the Underlying Investment will not directly correlate to changes in the Reference Portfolio Value and subsequently the value of the Units. Investors should note how these factors affect the return on the DPAs.

Counterparty or credit risk

The Responsible Entity will purchase a series of DPAs for each Unit Class from the DPA Issuer and is therefore exposed to the counterparty risk in relation to the DPA Issuer under the terms of the DPAs. Counterparty (or credit) risk is the risk that the DPA Issuer may default on its obligations under the DPAs. The DPA Issuer's obligations under the DPAs are unsecured obligations which rank equally with all of its other unsecured obligations and behind preferred liabilities. Refer to section 12 for a description of the DPA Issuer.

The DPA Issuer, Credit Suisse Sydney Branch, is a branch of Credit Suisse. As at the date of this PDS, Standard & Poor's long and short term counterparty Credit Rating on Credit Suisse Sydney Branch was A+/A-1 with a 'stable outlook'. Changes to this Credit Rating will be notified on <http://www.credit-suisse.com/investors/en/ratings.jsp>. Please note that ratings are statements of opinion, not statements of fact or recommendations to buy, hold or sell any securities. Ratings may be changed, withdrawn or suspended at any time. The ratings contained in this document have been assigned without taking into account any recipient's objectives, financial situation or needs. Before acting on any rating you should consider the appropriateness of the rating having regard to your own objectives, financial situation and needs. In Australia, Standard & Poor's Ratings Services is represented by Standard & Poor's (Australia) Pty Limited (ACN 007 324 852), which does not hold an Australian financial services license under the Corporations Act for the provision of Credit Ratings.

Underlying Investment risk

For each Unit Class, the Reference Portfolio Value of the relevant DPA is dependent primarily upon the performance of the Underlying Investment and Exposure to the Underlying Investment. Certain risk factors associated with each Underlying Investment could impact their respective performance including where the Underlying Investment does not perform as well as expected.

The performance of each Underlying Investment depends on the assets of each Underlying Investment and their respective Exposure to different risks. High volatility of the Underlying Investment may result in a very low Exposure to the future returns of the Underlying Investment (which may occur early on in the term of each DPA) and the Unit Class receiving no more than the Capital Protection provided under each DPAs (ie. \$1.00 per DPA held at Maturity for Unit Classes A and B and \$1.21 per DPA held at Maturity for Unit Class C). Substitution events may occur in limited circumstances under the terms of the DPA which may lead to the replacement of an Underlying Investment with another security or the Index as applicable (see 'Index Adjustments' for more information).

Delivery Parcel risk

The DPA Issuer will deliver the Delivery Parcel to the Fund on Maturity of the DPAs or as soon as possible thereafter. The DPA Issuer may in its reasonable opinion determine that if it is not possible or desirable or efficient to obtain or transfer one or more of the intended Delivery Assets comprising the Delivery Parcel, or that it may be contrary to internal policies, procedures or guidelines. In such instances the DPA Issuer may substitute a particular security that forms part of the Delivery Assets for any other security or securities quoted and trading on ASX (including any other security or fund or entity listed on the ASX) and deliver that substituted asset instead.

The Delivery Assets comprising the Delivery Parcel will be held indefinitely and may increase or decrease in value. Being a diversified portfolio of Australian equities the risks associated with the Delivery Parcel relate to domestic securities and are described below under 'Market risk' and 'Company risk'.

Additional risks associated with Underlying Investment risk and Delivery Parcel risk include:

International investment risk

Companies involved in international markets may be engaged to provide services in a number of countries and therefore source their revenue from a variety of jurisdictions. While exposure to a number of different countries provides opportunities for revenue and profit growth combined with the advantages of diversification, these advantages come with some risks. These risks include the ability to smoothly execute projects in different countries under different laws and varying environmental and political conditions. These risks provide companies with a different risk reward profile compared to companies that operate only within Australia.

Companies operating internationally may not be subject to laws which provide equivalent protections to those that apply to Australian companies. Any foreign jurisdiction to which the Underlying Investment is exposed may have different business, taxation, insurance, legal and general regulatory environments to those in Australia. In addition, governments of countries to which the Underlying Investment has exposure to may introduce changes to the business, taxation, insurance, legal or general regulatory environment which may have an adverse effect on the Underlying Investment.

Market risk

There are risks associated with an investment in shares and marketable securities. These risks relate to the operation of the securities markets generally and the risks which are associated with specific investments. Risks may include the volatility of security prices and trading liquidity, prevailing and anticipated economic conditions, technological, legal or political conditions and other inter-related factors which affect the performance of markets generally and the stock market specifically. Equity assets are generally considered to have a higher risk (and return) profile than other investments such as cash.

Company specific risk

Different securities will perform differently. There may be instances where a security will fall in price (or rise in price) because of company specific factors (for example, where a company's major product is subject to a product recall). The value of investments can vary because of changes to management, product distribution, investor confidence, internal operations or the company's business environment, and there is no certainty that they will pay dividends or distributions.

Index Adjustments

There is a risk that there could be significant changes to the formula for and/or method under which the Indices for the Unit Classes are compiled (Index Adjustment Event). Further, these Indices:

- could be cancelled and not replaced with a successor index; or
- might not be calculated and announced; or
- could be replaced by a successor index that is unacceptable to the DPA Issuer.

If the DPA Issuer considers that such an event has or is likely to have a material effect on the DPAs, the DPA Issuer may determine the index level of the Index following the event in accordance with the formula for and method of calculating the index last in effect, prior to the Index Adjustment Event, but using only those securities included in the index immediately prior to the Index Adjustment Event. Alternatively, the DPA Issuer may make other adjustments to the terms of the DPAs to account for the effect of the relevant event.

Interest rate risk

In the case of Early Maturity interest rate movements could impact adversely on the DPA Unwind Value because as nominal interest rates rise, that value will be negatively impacted. Conversely as nominal interest rates decrease, the DPA Unwind Value at Early Maturity will be positively impacted.

General Risks of Investing in the Fund

Like most investments, investing in the Fund involves a range of general risks which may influence the value of your investment including general market, economic and political conditions, consumer confidence, movements in interest rates, changes in taxation and other laws. In addition, there are general risks of investing in the Fund including the following:

Liquidity risk

Under the Constitution you may request to withdraw from your investment in Units on a monthly basis. However, if you withdraw prior to the relevant Capital Protection Date you will not receive the benefit of Capital Protection on the DPAs, therefore the value that you receive for your Units on Early Maturity may be less than the amount you invested in the relevant Unit Class. You may only assign or transfer your Units with the consent of the Responsible Entity.

Termination of a Unit Class risk

Events may occur which are outside the control of the Responsible Entity, for example changes to legislation or taxation law, which may adversely impact on Investors or the Responsibility Entity's ability to continue to manage or administer a Unit Class in accordance with the terms of this PDS. On the occurrence of such events the Responsible Entity reserves the right to terminate the affected Unit Class on written notice to all Investors in that Unit Class.

Liability of Investors

Subject to certain limitations, the Constitution provides that the liability of an Investor is generally limited to the amount, if any, which remains unpaid in relation to the Investor's subscription for Units, and that Investors are not obliged to indemnify us (as the Responsible Entity of the Fund) if there is a deficiency in the Assets to meet any claim of our creditor in respect of the Fund. However, the effectiveness of these provisions has not yet been determined by Australian courts. Investors have no right or power to interfere with any of our investment decisions. Accordingly, no person should purchase Units in the Fund unless that person is willing to entrust all investment decisions to us and our agents.

Multiple Unit Classes

Each Unit Class issued will have separate assets and liabilities to other Unit Classes. We intend to calculate the Net Asset Value of each Unit Class exclusively by reference to the assets and liabilities we determine to be referable to the Reference Portfolio maintained in respect of the Unit Class. Subject to the Corporations Act, each Unit Class' assets and liabilities will be managed separately from, and independently of, the assets and liabilities of other Unit Classes. The holders of units in a particular Unit Class will have no rights whatsoever in respect of the assets of other Unit Classes.

However, if one or more Unit Classes become insolvent, any creditors in respect of the insolvent Unit Classes, unless those creditors were contracted on a limited recourse basis, would be creditors of the Fund as a whole. Accordingly they could make a claim for all the assets of the Fund and not just the assets of the insolvent Unit Class. Similarly, the holders of units in any Unit Class would be subject to the insolvency of the Fund as a whole.

Fund risk

Under the Constitution, the Responsible Entity has the discretion to terminate the Fund at any time. Investing in the Fund may give different results than investing directly in the Underlying Investments because investing in the Fund may have a different income, growth and expense profile outcome compared to direct investment.

Compulsory withdrawal

At any time, we may cause the withdrawal of any or all of your Units. Circumstances where this could occur include, but are not limited to where:

- the Fund is restructured;
- we are required to do so by law;
- in the event of an Early Maturity of the DPA;
- we decide or are advised that it would be necessary or desirable for anti-money laundering purposes to cause the withdrawal of your Units, or to otherwise stop illegal or suspicious activity.

Our decision to exercise this right remains subject to our duties as the Responsible Entity. However, in limited circumstances where urgent action is required, this may need to occur without prior notice to you. If your Units are compulsorily withdrawn, we may be required by law to withhold the value of your investment in whole or part.

Operational and control risk and the risk of reliance on Credit Suisse and other service providers

The ability of the Responsible Entity to meet its obligations will depend in large part upon the skills, operational procedures and controls and expertise of the Responsible Entity and its service providers including the DPA Issuer, the Custodian and the Registrar. The Responsible Entity has put operational and contractual measures in place to ensure that its service providers perform to an appropriate standard but if those providers fail to perform in accordance with the terms of their appointment, the Responsible Entity's ability to perform its obligations under the Constitution may be adversely impacted.

Conflicts of interest risk

The interests of members of the Credit Suisse group may conflict with the interests of Investors. For example:

- As the DPA Issuer, Credit Suisse Sydney Branch must act in accordance with the terms of the DPAs but the DPA Issuer is entitled to make a number of determinations under and in accordance with the terms of the DPAs in its absolute discretion, including in relation to Adjustment Events as set out in the terms of the DPA. Unlike the responsible entity of a managed investment scheme, the DPA Issuer has no obligation to act in the best interests of the Investors.
- Members of the Credit Suisse group, which is a global investment banking conglomerate, may provide investment banking and other services to entities including those who issue the Underlying Investments and/or the Delivery Assets. As a result of these services, the Credit Suisse group may obtain access to information relating to its clients which may be confidential, and therefore may not be, used for your benefit.

- Members of the Credit Suisse group may deal in publish research reports and provide advice to other clients on investments in the Underlying Investments or the Delivery Assets, which may impact on the returns of the Underlying Investment.
- We and our affiliates may also play a variety of roles in connection with the DPAs including hedging the DPA Issuer's obligations under the terms of the DPAs. Members of the Credit Suisse group may also hold Units from time to time and may exercise voting rights in respect of the Units where permitted by law.

In performing these duties, the economic interests of the DPA Issuer and other affiliates are potentially adverse to your interests as an investor in Units.

General Loan Risks

If you choose to borrow money to fund all or part of your investment in the Fund:

- you should be aware that you may be required to pay interest on your loan. This obligation is unlikely to be affected by the performance (positive or negative) of the Fund;
- a lender will have certain rights and obligations under a loan agreement including the ability to take security for your obligations in respect of the loan; and
- under a loan agreement, the loan may be declared by a lender due and payable immediately on the occurrence of a default.

While this section highlights some risk involved in using a loan, it does not purport to be exhaustive. We recommend that you seek your own independent professional advice prior to making a decision to borrow.

Limited operating or performance history

As at the date of this PDS, no audited financial statements exist for the Fund and the Fund only has limited financial, operating or performance history. The historical performance of any index or other matter contained in this PDS are not reliable indicators of future performance of those investments or of a Reference Portfolio and are not forecasts, projections or the result of a simulation of future performance.

Tax risk

General taxation information is included in the 'Taxation summary' in section 8. Changes to government taxation policy or legislation may adversely affect the tax implications of an investment in Units.

Change of law and regulation risk

Changes to laws or their interpretation in Australia or foreign jurisdictions in which a Reference Portfolio's investments are domiciled, including taxation laws, corporate, regulatory, and money laundering laws, could have a negative impact on the Underlying Investments' returns to the Fund and, accordingly, returns to Investors. Changes to applicable law may delay the satisfaction of an Investor's Withdrawal request. We reserve the right to take steps to limit or prevent any adverse effects from changes to laws or their interpretation including altering the terms of the Underlying Investments or, if possible, restructuring the Fund.

7. Fees and other costs

Did you know?

Small differences in both investment performance and fees and costs can have a substantial impact on your long term returns.

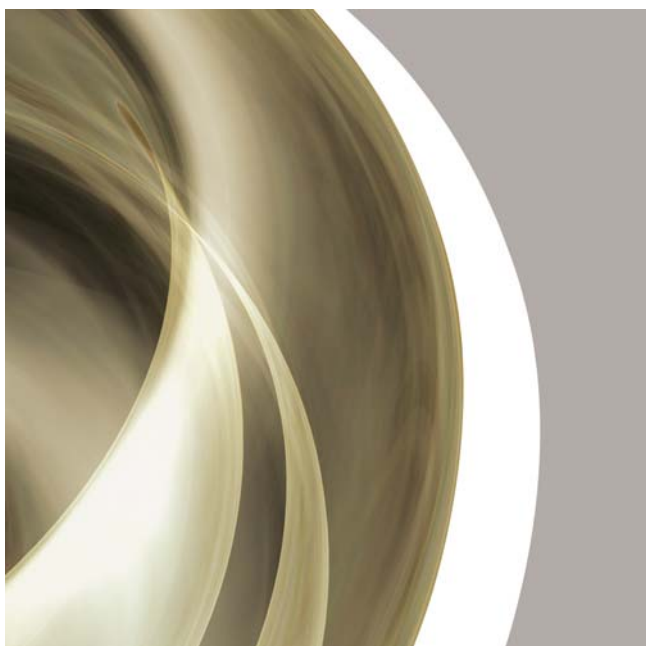
For example, total annual fees and costs of 2% of your Unit Class balance rather than 1% could reduce your final return by up to 20% over a 30 year period (for example, reduce it from \$100,000 to \$80,000).

You should consider whether features such as superior investment performance or the provision of better member services justify higher fees and costs.

You may be able to negotiate to pay lower contribution fees and management costs where applicable. Ask the Fund or your Investment 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.fido.asic.gov.au) has a managed investment fee calculator to help you check out different fee options.



Fees and other costs

This table 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 as a whole. Taxes are set out in another part of this document. You should read all the information about fees and costs because it is important to understand their impact on your investment.

Type of fee or cost	Amount	How and when paid
Fees when your money moves in or out of a Unit Class		
Establishment fee The fee to open your investment.	Nil	Not applicable
Contribution fee The fee on each amount contributed to your investment.	Nil	Not applicable
Withdrawal fee The fee on each amount you take out of your investment.	Nil	Not applicable
Termination fee The fee to close your investment.	Nil	Not applicable
Management costs¹ The fees and costs for managing your investment		
Administration Costs	For each Unit Class 0.65%pa of the Reference Portfolio Value for each Unit Class.	For each Unit Class, the Reference Portfolio Value will be reduced by Administration Costs. The Administration Costs will be 0.65%pa and are calculated by reference to and deducted from the Reference Portfolio Value on a daily basis and hence reflected in the Reference Portfolio Value of each Unit Class. See 'Administration Costs' under the heading 'Additional explanation of fees and costs'. After the relevant Capital Protection Date the Responsible Entity may increase the management costs and we will give you prior notice of any change to fees as required by the Constitution and the Corporations Act.
Estimated expense recoveries	Nil	Not applicable
Service fees		
Investment switching fee The fee for changing investment options	Nil	Not applicable

1. The Reference Portfolio Value may not equal the Net Asset Value of a Unit Class: see 'Administration Costs' under the heading 'Additional explanation of fees and costs'.

Example of annual fees and costs

This table gives an example of how the fees and costs for a Unit Class within the Fund can affect your investment over a 1 year period. You should use this table to compare this product with other managed investment products.

Unit Class A		Balance of \$50,000
Management costs		
Administration Costs	0.65%pa	For every \$50,000 you have in Unit Class A, you will be charged each year \$325. ¹
EQUALS Cost of Unit Class	0.65%pa	<p>If during the year your balance was \$50,000, then for that year you would be charged fees of:</p> <p>\$325¹ for that year</p> <p>What it costs you will depend on the investment option you choose and the fees that may be negotiated with your Investment Adviser.</p>

1. This assumes that the Unit Price remains constant and is the same as the Net Asset Value of the Unit Class. See 'Administration Costs' below under the heading 'Additional explanation of fees and costs'. Additional Fees may also apply. Please see 'Investment Adviser Commission' under the heading 'Additional explanation of fees and costs'.

Additional explanation of fees and costs

Administration Costs

For each Unit Class, the Reference Portfolio Value will be reduced by an amount on account of Administration Costs. The Administration Costs will be 0.65%pa and are calculated by reference to and deducted from the Reference Portfolio Value on a daily basis. As such, this amount is reflected in the monthly published Reference Portfolio Value and Net Asset Value of each Unit Class. Each Unit Price is indirectly reduced by this amount. The Administration Costs do not affect Capital Protection for the Fund or the Final Maturity Value and are not paid out of the Assets of each Unit Class.

The DPA Issuer or a third party will cover the anticipated (or usual) fees and expenses of the Unit Classes and expenses such as custody, registry, distribution costs and other costs associated with the establishment and ongoing operation of the Fund.

After the relevant Capital Protection Date the Responsible Entity may increase the management costs and we will give you prior notice of this change as required by the Constitution and the Corporations Act.

It is intended that, in normal circumstances, no extra costs will be deducted from the Assets of each of the Unit Classes.

Other arrangements

We may pay Platforms a product access payment of up to \$45,000 per annum. We make these payments from our own resources and not those of the relevant Unit Class.

Investment Adviser commissions

The Responsible Entity may make, or arrange for the DPA Issuer or a related body corporate to pay:

- up front payments to an Investment Adviser of up to 1.00% of the total issue size of each Unit Class; and
- ongoing trail commissions to an Investment Adviser of up to 0.25% of the Net Asset Value of each of the Unit Classes.

These payments of commission will not be an additional cost to Investors but could be in addition to any other fees or expenses you may have agreed with your Investment Adviser.

The Responsible Entity may also make further discretionary payments to your Investment Adviser based on a number of factors including the volume of product sold to your Investment Adviser's clients and the relationship between your Investment Adviser and the Responsible Entity.

Buy/Sell spread

A buy/sell spread reflects the transaction costs associated with processing Applications and Withdrawals and is an additional cost to the Investor. If charged, the buy/sell spread is paid into the relevant Unit Class and not paid to the Responsible Entity or the DPA Issuer. At the time of writing this PDS and for the period until the relevant Capital Protection Date it is intended that the buy/sell spread for Units in all Unit Classes is 0%. However, on and from the relevant Capital Protection Date the sell spread for Withdrawals is anticipated to be 0.25%.

Increases or alterations to fees and costs

It is our intention up until the relevant Capital Protection Date not to increase any of the fees, charge an Application or withdrawal fee or seek to recover additional costs and expenses in connection with any Unit Class. However, should we decide to increase the disclosed fees for any reason (which we can do without your consent and in our absolute discretion) we will notify you 30 days prior to the increase. We reserve the right to increase the fees of the Fund after the relevant Capital Protection Date. If we were to increase any of our fees or charges after the relevant Capital Protection Date, we would provide you 30 days notice prior to increasing the fees.

However, the Responsible Entity cannot charge more than the maximum fees permitted under the Constitution without Investors' approval. These maximums are:

Management Fee	3.075% ¹ pa of the Net Asset Value of the Assets calculated on a daily basis. The management fee: <ul style="list-style-type: none"> ■ accrues on a daily basis; and ■ is payable within 20 Business Days of the end of each month out of the Assets (to the extent of income) and if that is not sufficient, out of capital which forms part of the Assets.
Application Fee	3%pa of the application money for Units or the market value of the property.
Withdrawal Fee	3%pa of the Withdrawal Price.

Goods and Services Tax

Unless otherwise stated, the fees and costs referred to in this section of the PDS are inclusive of the net impact of GST; that is, including GST less any applicable input tax credits. Should the fund not be entitled to claim input tax credits or reduced input tax credits for the GST included in the fees and costs charged such fees and costs may be higher than those stated in the PDS. Further information in relation to GST is set out in the 'Taxation summary' in section 8.5 of the PDS.

1. The Management Fee is stated on the assumption that GST applies, and is inclusive of GST less any reduced input tax credits that are available. The Application Fee and the Withdrawal Fee are not expected to attract GST and as such have been calculated without GST. Should GST apply, the maximum amount of those fees would increase to take into account GST.

8. Taxation summary

This summary has been prepared by Clayton Utz for the purposes of inclusion in this PDS and any opinions expressed in this tax summary are those of Clayton Utz and not the Responsible Entity.

The discussion contained in this summary outlines the main Australian income tax, GST and stamp duty implications for Investors who acquire their Units otherwise than in the course of carrying on a business and hold them on capital account and is subject to the assumptions outlined below. This summary is of a general nature only and does not take into account the specific circumstances of any Investor. This summary does not address the taxation implications for other Investors or Investors in circumstances where the assumptions below do not apply. The taxation consequences for such Investors or in such circumstances may be different to the taxation consequences outlined below.

Taxation laws, their interpretation, and relevant administrative practices may change over the term of an investment in Units. The Responsible Entity may in the future apply for a ruling from the Australian Taxation Office in respect of certain aspects of the tax treatment of the Fund, including to seek confirmation that any gain made in respect of a DPA will arise on capital account. Please refer to 8.1.3 below for more detail.

Each Investor must take full and sole responsibility for their own investment in Units, the associated taxation implications arising from that investment and any changes in those taxation implications during the course of that investment.

This discussion is provided only for the benefit of the Responsible Entity. The information in this summary does not purport to constitute legal or tax advice. As the taxation implications for each potential Investor may be different, each prospective Investor should obtain their own independent professional taxation advice on the full range of taxation implications applicable to their own individual facts and circumstances.

Where the Responsible Entity needs to notify Investors of any matters relating to the tax implications of an investment in the Fund (including various matters discussed in this Taxation Summary), it will do so either by issuing a supplementary product disclosure statement, by direct contact, or on the following website: www.credit-suisse.com/performanceplus.

Assumptions

This summary of the taxation implications assumes that:

- each Investor will hold the Units on capital account and will not be a person who is carrying on a business of either trading in securities or investing in securities in the course of which they regularly acquire and dispose of securities;

- all transactions entered into by the Investors will be at prevailing market prices and otherwise on arm's length terms;
- at the time of acquiring the Units, Investors will have the intention of holding their Units indefinitely;
- Investors will be Australian residents for Australian tax purposes at all times;
- Investors do not acquire Units in substitution for economically equivalent investments that they would otherwise be expected to enter into;
- at all times the trustee of the Fund will be a company resident for tax purposes in Australia and the management and control of the Fund will be in Australia;
- the Fund will only acquire investments of the kind described in this PDS and all such transactions will be entered into at prevailing market prices and otherwise on arm's length terms;
- all investments made by the Fund will be denominated in Australian dollars;
- all of the distributable income of the Fund will be distributed each financial year;
- the distributable income of the Fund for any financial year will either be:
 - i) a positive amount; or
 - ii) if negative, an amount equal to or exceeding the net income of the Fund for tax purposes;
- it is not the case that 75% or more of the Units in the Fund are held, directly or indirectly, by 20 or fewer individuals (counting associates as a single entity);
- the Delivery Assets will not be shares in a foreign company or units in a foreign trust;
- apart from interests in securities quoted on the ASX, the Fund will not hold any property in South Australia or any 'dutiabale property' in Queensland as defined by the Queensland Duties Act 2001;
- the Fund will not be 'land-rich' for the purposes of the stamp duties legislation of any State or Territory in Australia;
- the Fund's Unit register will at all times be kept and maintained in Victoria; and
- the Delivery Assets in each Delivery Parcel will not represent 90% or more of the issued capital of any of the issuing companies.

This summary is based on Australian taxation laws in force and administrative practices generally accepted as at the date of this PDS. Any of these may change in future without notice and legislation introduced to give effect to announcements may contain provisions that are currently not contemplated. Future changes in taxation laws, their interpretation or associated administrative practices could affect the treatment of the Investors' investment in the Units. All references in this summary to legislative provisions are to provisions of the Income Tax Assessment Act 1936 or the Income Tax Assessment Act 1997 (together, the Tax Act).

8.1 Taxation of the Fund

8.1.1 Characterisation of the Fund

The net income of the Fund should be subject to tax in accordance with Division 6 of Part III of the Tax Act. The Fund will not be a corporate unit trust for the purposes of Division 6B nor a public trading trust for the purposes of Division 6C.

8.1.2 Taxation of Responsible Entity

The Responsible Entity should not be liable for tax in respect of the income or capital gains of the Fund. Rather, all of the net income of the Fund should be included in the assessable income of the Investors as described at 8.2.1 below.

8.1.3 Net Income of the Fund

The net income of the Fund for tax purposes is the assessable income of the Fund less any allowable deductions. The assessable income of the Fund will include income received from the DPA Issuer under the DPAs (if any), including any Variable Coupon or Fixed Coupon, and any dividends received in respect of the Delivery Assets after delivery. These amounts will be included in the Fund's assessable income in the income year in which they are derived or paid. The Fund should be entitled to a deduction for expenses incurred in deriving this income, including Management Fees paid to the Responsible Entity (if any). Such amounts will be deductible in the year they are incurred, generally when they are due and payable.

The net income of the Fund will also include any net capital gains derived by the Fund in an income year.

Deferred Purchase Agreements

For these purposes, the rights comprised in a DPA should be a capital gains tax (CGT) asset of the Fund with a cost base and reduced cost base which includes the Purchase Price, including where relevant any further information paid on an Instalment Date (for example in relation to the DPAs for Unit Class C) and any incidental costs paid in respect of its acquisition. Any early termination of a DPA will result in the occurrence of a CGT event C2, and a capital gain or loss equal to the difference between the amount received in respect of the termination and this cost base or reduced cost base (respectively).

Further, under the ATO's approach to DPAs outlined in Taxation Determination TD 2008/22, a CGT event C2 will also occur in respect of this CGT asset at the time of delivery of the Delivery Assets to the Fund. However, to the extent that the market value of the Delivery Assets is equal to the cost base of the DPA, no capital gain or loss should arise for the Fund at this time. If the market value of the Delivery Assets at that time is less than the reduced cost base of the DPA, a capital loss should arise.

The DPAs should not be considered a 'security' for the purpose of the 'qualifying security' or 'traditional security' provisions of the Tax Act. Under current income tax laws, returns on 'qualifying securities' may be taxable on an accruals basis over the term of that security. Securities that are not 'qualifying securities' may be 'traditional securities' for income tax purposes, with any gains or losses on the disposal of that security taxable on revenue account. These rules take precedence over the capital gains tax regime, such that discount CGT treatment (discussed below) would not apply to any gain upon delivery of the Delivery Assets.

In Taxation Determination TD 2008/21, the ATO confirmed that a deferred purchase agreement with the features described in TD 2008/21 (which include capital protection features and rights to receive coupons during the investment period) will generally not have sufficient 'debt-like' characteristics to satisfy the definition of a 'security'. On this basis, the DPAs should not be considered a 'qualifying security' or a 'traditional security' for the purposes of these provisions.

Delivery Assets

The Delivery Assets will also be CGT assets of the Fund. Applying the approach in TD 2008/22, these assets will be treated for CGT purposes as having been acquired by the Fund at the time of delivery. Disposal of the Delivery Assets will also give rise to a capital gain or loss for the Fund equal to the difference between the capital proceeds received in respect of the disposal and the Fund's cost base or reduced cost base (respectively) in these assets. For these purposes, according to TD 2008/22, the Fund should have a cost base and reduced cost base in the Delivery Assets equal to their market value at the time of delivery, plus any incidental costs of acquisition.

Treatment of capital gains and losses

A capital gain made by the Fund (whether in respect of the Fund's rights under the DPA or in respect of the Delivery Assets) will be a discount capital gain where the relevant CGT event (ie. satisfaction of those rights or disposal of those securities) occurs at least 12 months after the date of acquisition of the relevant CGT asset. Any such capital gain should be reduced by 50%.

Any capital loss incurred by the Fund cannot be offset against ordinary income, but it may be applied against a capital gain (if any).

Proposed Change in Law Regarding the Taxation of Managed Investment Funds

Investors should be aware that the Australian Taxation Office has raised concerns in the past in relation to the appropriate tax treatment of managed investment funds, and in particular, whether they are appropriately to be taxed on revenue or capital account in relation to their investment activities. As part of the Federal Budget 2009, Parliament has announced that it is proposing to introduce laws allowing managed investment trusts to irrevocably elect to be taxed on capital account in respect of their investments (primarily shares, units in unit trusts and real property) operating retrospectively to disposals occurring in years commencing after 1 July 2008. However, no draft

legislation has yet been released and it is currently unclear whether the election would extend to a trust investing in DPAs such as the Fund. It is expected that if the rules do extend to the Fund, the Responsible Entity would be likely to elect to be taxed on capital account. If the rules as enacted do not apply to the Fund, the Responsible Entity intends to apply for a ruling from the Australian Taxation Office in respect of the tax treatment of the Fund, including to seek confirmation that any gain made in respect of a DPA will arise on capital account. The Responsible Entity will monitor any developments and will endeavour to inform Investors of any proposed changes.

As the DPAs do not give the Fund an interest in, or a right to acquire an interest in, a foreign company or foreign trust, the Foreign Investment Fund (FIF) provisions will not apply to the Fund in relation to the DPA investment. Similarly, as the DPAs do not give the Fund and/or its associates any rights to distributions, capital or voting in a foreign company, or any other control interest, the controlled foreign company (CFC) provisions will not apply.

The net income of the Fund for tax purposes will be determined on a global basis, ie. across all Classes of Units. As a result, any assessable income arising in respect of one Class of Units may be offset by allowable deductions of other Classes of the Fund. To the extent that this occurs, Investors may receive a distribution in excess of their entitlement to the net income of the Fund for tax purposes. This is discussed in section 8.2 below.

8.1.4 Treatment of Fund Losses

In general terms, the net income of the Fund will be determined on a global basis. That is, losses from one Class will offset gains in other Classes in determining the net income of the Fund. In these circumstances, a loss in respect of a Class may not be available to offset future income and gains of that Class (if any). Similarly, losses in one or more Classes of the Fund may reduce the total net income of the Fund. In these circumstances, Investors may receive a distribution that will not be included in their assessable income in full but which, to the extent that the distribution is not an income amount (or distribution of capital gains of the Fund), will reduce the cost base and reduced cost base of their Units (or may give rise to a capital gain to the extent that these amounts exceed the Unit cost base).

Where the net income of the Fund (on a global basis) for any financial year is a loss, that loss will not flow through to Investors but may be carried forward for use by the Fund in future income years. However, the Fund's ability to utilise any carry forward losses will be subject to the application of the trust loss provisions. In general terms, these provisions can apply to deny the availability of tax losses where the Fund fails the continuity of majority beneficial ownership test or the income injection test. It may be that changes in the membership of the Fund result in the Fund failing the continuity of majority beneficial ownership test (for example, as a result of a new Class of Units being Issued or a Class of Units being redeemed), resulting in a denial of tax losses that would otherwise be available.

8.1.5 Taxation of Financial Arrangements

The Tax Laws Amendment (Taxation of Financial Arrangements) Act 2009 (TOFA) contains amendments to the Tax Act as it applies to 'financial arrangements'. The DPAs would constitute financial arrangements of the Fund. One of the main features of the new TOFA regime is to tax gains from some financial arrangements on a revenue basis and, where a gain from the arrangement is sufficiently certain at commencement to arise, or becomes sufficiently certain during the term to arise, on an accruals basis over the term of the arrangement. Where a gain from a financial arrangement is not, and does not become, sufficiently certain to arise prior to the time that it is to be realised, the gain will be taxed on a realisation basis. Alternatively, TOFA provides for certain taxpayers to elect to apply one of a number of alternative methods for the purpose of calculating gains and losses from financial arrangements, which broadly allow taxpayers to recognise gains and losses in relation to their financial arrangement in accordance with their audited financial accounts.

If the new provisions apply, they may require the calculation of the net income of the Fund (which will be included in the assessable income of Investors as described at 8.2.1) in a manner different to that outlined above.

The new rules apply to arrangements entered into after the first income year starting on or after 1 July 2010 or, if an election is made, 1 July 2009. The new rules do not apply to existing financial arrangements unless an election is made for them to apply (in which case a balancing adjustment would need to be brought to account, which is aimed at obtaining the tax position that would have been obtained if the rules had been applied to the relevant arrangements from the time they were acquired. Such an election would effectively result in a retrospective application of the new rules to all existing financial arrangements, except that the balancing adjustment will be brought into account over four years (and there would be no requirement to amend past assessments)).

The TOFA rules also set out a number of exceptions to the application of the new provisions. Relevantly, these include financial arrangements that are not 'qualifying securities' which are held by a managed investment scheme whose total assets are less than \$100 million (measured as at the end of the previous income year).

As discussed above, a DPA should not be characterised as a 'qualifying security' on the basis that it should not have sufficient 'debt-like' characteristics to satisfy the definition of 'security'. TD 2008/21 confirms that this view applies for DPAs with the features described in TD 2008/21. As a result, where the Fund satisfies the threshold above, it should qualify for this exemption, although the rules provide for an entity to be able to elect for the rules apply regardless of whether this exemption is satisfied.

The Responsible Entity will determine whether any elections will be made (including whether the Fund will elect for the rules to apply from 1 July 2009, whether the rules will apply to existing arrangements retrospectively and whether the Fund will elect for the rules to apply in the event it qualifies for an exemption) and will notify Investors.

Although enacted, the rules may be subject to further legislative change. The Responsible Entity will monitor any developments and will notify Investors.

8.2 Taxation of Investors

8.2.1 Assessable Income – Distributions

If the net income of the Fund (as described in section 8.1.3 above) is positive, an amount will be included in the assessable income of each Investor proportionate to that Investor's share of the distributable income of the Fund for that year. This includes the situation where a distribution is made by the Fund to Investors that is required to be reinvested as a further capital contribution in respect of their Units, notwithstanding that an Investor will not receive any such distribution in cash. Investors should note that, since the distribution will not be received in cash, an Investor will need to fund any tax liability arising in respect of the distribution out of their own funds. In relation to the Classes of Units offered under this PDS:

- For Classes A and B, this may include distributions of any gains arising upon delivery of the Delivery Assets at Maturity of the DPAs.
- For Class C, this will include distributions of Fixed Coupons and may also include distributions of any gains arising upon delivery of the Delivery Assets at Maturity of the DPAs.

As noted above, to the extent that a distribution exceeds the amount on which the Investor has been assessed, the Investor's cost base and reduced cost base in their Units will be reduced accordingly (or a capital gain may arise to the extent that these amounts exceed the Unit cost base).

Imputation

Where the Fund receives franked dividends in respect of any Delivery Assets acquired and held after Maturity of the DPAs, any franking credits attached to those dividends may flow indirectly to the Investors. Generally, where an amount included in an Investor's assessable income is attributable to a franked dividend received by the Fund, the Investor may be entitled to a tax offset equal to their proportionate share of the franking credits attached to that dividend, provided that both the Investor and the Responsible Entity of the Fund are 'qualified persons' in relation to the dividend (broadly, they hold their interest in the relevant shares at risk for a sufficient period). Investors should seek their own independent advice on the taxation implications of receiving such distributions.

Capital gains

Where the Fund makes a capital gain, any distribution of that capital gain will retain its character as a capital receipt in the Investor's hands and will, in effect, be assessable to the Investor under the CGT provisions. If the capital gain is a discount capital gain of the Fund, the Investor will be treated as having made a capital gain equal to twice the amount of the Fund's discount capital gain (ie. an amount equal to the original amount of the capital gain). Where the Investor is an individual, trust or complying superannuation fund, this deemed capital gain may, after the application of any carried forward and current year capital losses, be reduced by the applicable discount percentage. For individuals and trusts, the discount rate is currently 50%. For complying superannuation entities, the discount rate is currently 33 $\frac{1}{3}$ %.

8.2.2 Capital Gains Tax – redemption of Units

Upon redemption of a Unit, a Investor will receive the redemption price which will include a distribution of any income or gains of the Fund.

Any excess of the redemption price (reduced by the amount representing a distribution of income or gains) over the CGT cost base of that Unit will be treated as a capital gain in the hands of the Investor. If the remainder of the redemption price is less than the CGT reduced cost base of the Unit, the Investor will realise a capital loss equal to the amount of the shortfall.

For the purpose of this calculation, the CGT cost base of a Unit would be the Unit Price of the relevant Unit, plus certain incidental costs incurred in acquiring the Unit, plus any additional capital contribution where the Responsible Entity has required the Investor to reinvest a distribution from the Fund. In relation to the Classes of Units offered under this PDS:

- For Classes A and B, this may include distributions of any gains arising upon delivery of the Delivery Assets at Maturity of the DPAs.
- For Class C, this will include distributions of Fixed Coupons and may also include distributions of any gains arising upon delivery of the Delivery Assets at Maturity of the DPAs.

In the case of a Unit (and unlike some other assets), the CGT reduced cost base should normally be the same as the CGT cost base. Where an Investor receives a distribution in excess of the Investor's share of the net income of the Fund, the amount of the distribution not included in the Investor's assessable income will reduce the Investor's cost base and reduced cost in its Units (and give rise to a capital gain on the Units to the extent it exceeds the Investor's cost base in the Units).

This discussion assumes that the redemption price will be equal to the market value of the Unit at the time of redemption. Where this is not the case the resulting CGT consequences may differ from those outlined above.

8.2.3 Capital Gains Tax – Transfer or Sale of Units

For CGT purposes, an Investor will derive a capital gain on the disposal of a Unit to another person to the extent that the capital proceeds on disposal exceed the CGT cost base of the Unit (as discussed above). Likewise, an Investor will incur a capital loss on the disposal of a Unit to another person to the extent that the capital proceeds on disposal are less than the CGT reduced cost base of the Unit.

8.2.4 Net Capital Gain or Net Capital Loss

All capital gains and capital losses arising in a year are added together to determine whether a taxpayer has derived a net capital gain or incurred a net capital loss in a year.

Investors who are entitled to discount CGT treatment in respect of a capital gain need only include 50% (for individuals and trusts) or 66 $\frac{2}{3}$ % (for complying superannuation entities) of the amount of such gain in the calculation of their net capital gain. In making this calculation, Investors will be entitled to apply any capital losses against non-discount gains before their application against 100% of the discount capital gains.

If a Investor derives a net capital gain in a year, this amount is generally included in the Investor's assessable income for the relevant year.

If a Investor incurs a net capital loss in a year, this amount is carried forward and is available to offset capital gains derived in subsequent years, subject in some cases to the Investor satisfying certain rules relating to the recoupment of carried forward losses.

8.2.5 Interest Deductions

A taxpayer can generally claim a deduction for interest incurred on a loan where the loan funds are used for income-producing purposes. Depending on the individual circumstances of an Investor, this may include interest on a loan used to acquire Units on the basis that the Units are an income-producing asset.

Investors should be aware that it is possible that the ATO may take the view that interest on a loan used to subscribe for Units is deductible only up to the amount of any income in fact derived from the Units. Investors should also note that the deductibility of interest on a loan used to acquire Class C Units will depend on the use to which the whole of the borrowed funds are put. For example, if a lender lends an amount of \$1.21 against a Class C Unit that has been issued for a Unit Issue Price of \$1.00, the deductibility of interest on the loan will depend on the uses to which the entire \$1.21 amount borrowed is put, ie. taking into account the Investor's use of the additional \$0.21 that is not applied towards acquisition of the Units.

Investors should seek their own independent advice in relation to the availability and timing of any deduction in respect of interest on any loan used to subscribe for Units.

8.2.6 Taxation of Financial Arrangements

The new TOFA rules should not apply to a financial arrangement that is constituted by an interest in a trust where the interest in the trust is an 'equity interest' as defined in the Tax Act or an interest in a managed investment scheme. On this basis, the new rules should not apply to Investors in relation to their Units. The new rules may however affect the calculation of the net income derived by the Fund, as described above at 8.1.3, which would in turn affect each Investor's share of the net income.

The new rules may also affect the amount and timing of deductions for interest on any loan entered into by a Investor to acquire Units if an Investor elects for the rules to apply (see below).

Exemptions exist for financial arrangements that are not 'qualifying securities', and which are held by:

- individuals;
- superannuation funds or managed investment schemes whose total assets are less than \$100 million; or
- other types of (non-financial) entities whose annual turnover is less than \$100 million, whose financial assets are less than \$100 million and whose total assets are less than \$300 million.

The new rules will only have compulsory application to income years commencing on or after 1 July 2010, unless the Investor elects for the provisions to apply to income years commencing on or after 1 July 2009. Further, unless an election is made to apply the rules to all financial arrangements existing at the start of the relevant income year, the provisions will apply only to new financial arrangements entered into after that time. Where this election is made, a balancing adjustment calculation is required in respect of these financial arrangements and the resulting gain/loss is spread evenly over four income years.

All Investors should obtain independent taxation advice as to the application of the new rules and their implications for the taxation treatment of an investment in the Units as appropriate.

8.2.7 Tax File Number Declaration

An Investor is not required to quote their tax file number (TFN) in relation to the investment. However, if the Investor does not quote their TFN, or alternatively in certain circumstances their Australian Business Number, and does not provide information in relation to any available exemption from quoting their TFN, the Responsible Entity will be required to withhold tax from any distribution at the rate specified in the Regulations to the Taxation Administration Act 1953 (currently 46.5%).

8.3 Part IVA

Part IVA of the Tax Act contains general anti-avoidance provisions and should be considered by Investors in respect of all investments. In general, Part IVA may apply where a taxpayer obtains a 'tax benefit' as a consequence of entering into or carrying out a scheme (or part of a scheme), whether devised by the taxpayer or somebody else, and the dominant purpose of one or more parties who entered into or carried out the scheme (or part of the scheme) was to secure the tax benefit for the taxpayer. The application of Part IVA to a taxpayer can only be conclusively determined in light of each individual taxpayer's own facts and circumstances. Investors should therefore seek their own independent professional tax advice in relation to the potential application of Part IVA in their own individual facts and circumstances.

8.4 Stamp Duty

Under current laws, the acquisition of Units by an Investor and disposal of Units by an Investor (either by sale of the Units by the Investor, redemption of the Units by the Responsible Entity or otherwise) should not be liable to any stamp duty.

If stamp duty becomes payable by the Responsible Entity or any other person in connection with an investment in the Fund, then the Responsible Entity will pay the cost of such stamp duty out of the assets of the Fund and/or the value of the Delivery Parcel delivered by the DPA Issuer (or Early Maturity Value if applicable) will be reduced by the amount of any such stamp duty.

8.5 Goods and Services Tax (GST)

It is anticipated that the Fund will be charged GST on any Management Fee and other fees charged to the Fund by the Responsible Entity in its personal capacity (if any). However, where available, the Responsible Entity will claim, on behalf of the Fund, a proportion of the GST charged as input tax credits or reduced input tax credits (as the case may be).

Unless otherwise stated, fees and charges in this PDS have been stated inclusive of GST. No GST should be payable in respect of the subscription, acquisition, disposal or redemption of Units, or any distributions paid in respect of the Units. To the extent that any supply made under or in connection with this PDS is a taxable supply, the Investor will need to pay, in addition to the consideration for that supply (unless it expressly includes GST), an additional amount equal to the amount of the consideration (or its GST exclusive market value) multiplied by the rate at which GST is imposed in respect of the supply (and any GST payable on such increased amount).

8.6 Tax Reform

It should be noted that Australia is in the process of major taxation reform. There is considerable uncertainty as to the breadth and ultimate impact of this reform. The precise meaning of much of the new legislation is unclear and has not been tested before the courts. Accordingly, there is a degree of uncertainty applying to matters impacted by such legislation.

9. Managing your investment

	Minimum amounts	Request received by	Documentation required	Cut-off time
Investments	\$20,000 per Unit Class	Mail	Application form attached to this PDS	Received by the Registrar, 5pm Thursday 12 November 2009 ¹
Withdrawals	10,000 Units	Mail	Withdrawal Form ²	Received by the Registrar 2pm on the 20th day of the month
Transferring ownership	n/a	Mail	Application Form and an approved Transfer Form ²	Received by the Registrar 2pm on any Business Day

1. We reserve the right to vary this date and time, with notification made available from www.credit-suisse.com/performanceplus.

2. Obtainable from the Registrar.

Investments

A full explanation of how to apply for Units in the Fund can be found at 'How to apply' in section 14 of the PDS.

The Total Investment Amount received will be deposited into an interest bearing trust account until the Units are issued. Applicants do not receive interest earned on application monies. Any interest earned on an interest bearing trust account will be retained by the Responsible Entity in its personal capacity. Where your Application for investment in a Unit Class is not accepted (because the Unit Class has not proceeded) we will return your application monies (without interest) to you.

The Responsible Entity reserves the right to reject an Application for Units in any Unit Class in whole or in part and to return your application monies (without interest).

Access to your investment

When your application is accepted and processed you will automatically be issued a username and password to enable you to log into 'Investor Online', a service provided by the Registrar. 'Investor Online' will provide you with access to your investment, transaction and contact details through a secure web portal. Your Investment Adviser (noted on your Application Form) will also have read only access to your investment, transaction and contact details via 'Adviser Online' provided by the Registrar.

Withdrawals

An Investor may make a Withdrawal request to the Responsible Entity which will be satisfied by the Responsible Entity redeeming the Units. To request to withdraw from a Unit Class you need to submit a withdrawal request in a form (obtainable from the Registrar) approved by the Responsible Entity ('Withdrawal Form').

A Withdrawal Form must be received by 2pm on the 20th day of the month for it to be processed at the end of that month. A Withdrawal Form received after this cut-off time will be processed in the end of the next month.

Withdrawal requests will be processed using the Withdrawal Price calculated as at the last Business Day of the month. You should be aware that there is no active market for the DPAs hence the Withdrawal Price for a withdrawal prior to the relevant Capital Protection Date will require the Fund to obtain an

unwind price set by the DPA Issuer on Early Maturity. Please see 'Withdrawal Price' in section 5.

The amount withdrawn will be paid into a previously nominated account. Generally, proceeds from your Withdrawal will be available within ten Business Days after the end of the month given normal operating conditions. However, under the Constitution for each of the Unit Classes, we are permitted up to 90 days. We may extend the time for payment of Withdrawals if it is the interests of Investors to do so.

Withdrawal requests may involve selling down DPAs thereby potentially triggering income tax consequences. The Responsible Entity will make a determination in relation to the amount of the withdrawal proceeds paid to an Investor that represents a distribution to that Investor of a share in the distributable income of the Fund.

Investors who Withdraw their Units before the relevant Capital Protection Date will not receive the benefit of any Capital Protection in relation to the Units withdrawn. Please see page 6 for details of the Capital Protection.

Transferring of Units

To transfer the ownership of Units, you will need to complete a transfer form approved by the Responsible Entity and if required have it stamped at the New South Wales Office of State Revenue. Send it to us with an Application Form completed by the person buying your Units and we will process your request. We reserve the right not to process a transfer of ownership of Units in a Unit Class. We do not currently charge a fee for this service. For more information on how to transfer Units please call the Registrar on 1300 498 264.

Delegation of Authority

By completing the Delegation of Authority at section 9 of the Application Form you may appoint your Investment Adviser to act on your behalf in relation to the following:

- change of correspondence address;
- change of phone number; or
- change of bank account details for the payment of distributions or Withdrawals provided the account remains in the Investor's name.

We will follow your Investment Adviser's instructions unless you notify us otherwise in writing. If you appoint your Investment Adviser as your delegate, you are responsible for anything that person does on your behalf.

By completing and signing this section of the Application Form you agree to release, discharge and indemnify the Responsible Entity and any other entity involved in this offering against any liabilities, costs or losses which it may incur in connection with the appointment of your Investment Adviser.

Income

Net income from each Unit Class will be paid to you as a 'distribution' and will include any annual coupon payments received by the Responsible Entity in respect of each Unit Class under the DPAs and other income. The investment income of each Unit Class will be fully distributed each financial year. Details of the amount of distribution per Unit Class is covered in section 2 under 'What are the returns I can expect from my investment?' In some cases, the Responsible Entity may require Investors to reinvest all of an amount distributed as a further capital contribution in respect of their Units, in which case the Investors will not receive the distribution in cash. This will apply in respect of any Fixed Coupon payable in respect of a DPA referable to Unit Class C. The Responsible Entity will use the amount of any further capital contribution to pay any further instalments of the Purchase Price of the DPAs for Unit Class C.

Income is generally calculated by dividing the distributable income in respect of a Unit Class by the number of Units on issue in that Unit Class at the end of each distribution period. The amount of income you receive is based on the number of Units you hold at the end of the distribution period.

Income from a Unit Class will generally be calculated on or after 27 November of each year. Distribution of income will generally be paid to Investors within 20 days of calculation (unless required to be reinvested). If we change the income distribution period for any Unit Class we will give you not less than 30 days prior notice to the change taking effect.

The amount of distributable income may vary from period to period. All income will be paid out to Investors, as reinvestment of income is not permitted unless consented to or required by the Responsible Entity at its sole discretion.

Details of the calculation of income for the Unit Classes is covered at 'Returns' in section 5.2 of the PDS.

Unit prices and valuations

Applications to invest in each of the Unit Classes will be processed using the Unit Issue Price of \$1.00.

For each Unit Class, thereafter, Unit Prices will be calculated on the last Business Day of each month and will be the Net Asset Value of the Unit Class divided by the number of Units on issue in the Unit Class. Unit prices will generally be made available within four Business Days of month end.

On the relevant Capital Protection Date, the value of your investment in each Unit Class will be determined by the Net Asset Value of the Unit Class, which will in turn be determined by the Final Maturity Value for each DPA in that Unit Class (taking into account also the effect of the operation of Capital Protection).

Withdrawals require the calculation of a Withdrawal Price which:

- prior to the relevant Capital Protection Date will be the Unit Price of each Class (which will take into account the DPA Unwind Value), and
- on or after the relevant Capital Protection Date will be the Unit Price less a sell spread.

This is because the sell spread associated selling units in any Unit Class is 0% prior to the relevant Capital Protection Date. However, any Withdrawal processed on and from the relevant Capital Protection Date will incur the sell spread associated with the sale of the Delivery Assets. Therefore on and from the relevant Capital Protection Date, there will be a sell spread which is anticipated to be 0.25% on Withdrawals.

What information will I receive?

Transaction confirmations

A transaction confirmation will be sent to you for any transaction including:

- Initial investment;
- Withdrawals; and
- Transfers.

Your initial transaction confirmation will also include your username and password to enable you to access 'Investor Online' provided by the Registrar.

Please note that Indirect Investors who access the Fund through a Platform will receive reports directly from the Platform operator and not from the Responsible Entity. However, the Responsible Entity will be providing the reports described above to relevant Platform operators.

Annual statements

We will send you a periodic and tax statement on an annual basis in accordance with the Corporations Act. This statement will notify you of any changes in your holding of Units and any income from your investments for the previous 12 months along with a component breakdown of any income to assist you to complete a tax return.

Quarterly investment reports

A quarterly investment report, explaining recent performance and a general update on each of the Unit Classes, will be made available on the internet site www.credit-suisse.com/performanceplus.

Annual report

Copies of the annual report, including financial statements and Auditor's report, will be made available to you. You may also elect not to receive this report in paper form by indicating so on the Application Form at section 10.

Continuous disclosure documents

It is anticipated that the Fund will be a 'disclosing entity' (that is where there are 100 or more Investors in the Fund) under the Corporations Act and as such will be subject to certain regular reporting and disclosure obligations. Copies of any documents lodged with ASIC in relation to such the Fund may be obtained from, or inspected at, an ASIC office. Please contact the Responsible Entity if you wish to obtain a copy of the following documents:

- the Fund's annual financial report most recently lodged with ASIC;
- any half yearly report lodged with ASIC after the lodgement of the annual report; or
- any continuous disclosure notices given by the Fund after lodgement of the annual report and before the date of this PDS.

The reports and notices will be provided as soon as practicable, and in any event within five days, after the request is received. In addition, in the event that the Fund becomes a 'disclosing entity', any other continuous disclosure notices required under the Corporations Act will be made available on the Credit Suisse website, www.credit-suisse.com/performanceplus, in accordance with the requirements of ASIC policy.

We will send you a printed or electronic copy of any of the above documents free of charge within five days of receiving your request.

Notice of Capital Protection Dates

The Responsible Entity will provide notice of each Capital Protection Date to Investors during the six month period up to the relevant Maturity of the DPAs ('Capital Protection Date Notice').

Cooling off period

The cooling off period is 14 days commencing on the earlier of the date that the issue of Units is confirmed to the Investor and the end of the fifth day after the issue of Units. Investors in any Unit Class who are 'retail clients' as defined in the Corporations Act, are entitled to return their Units by giving written notice to the Responsible Entity at any time within the cooling off period and have their application monies (after adjustment for movements in the value of their investment) returned without interest.

The amount of your refund will be calculated with reference to the value of the Units in that Unit Class on the day we receive your request, less any non refundable taxes or duties paid or payable and reasonable administrative costs (other than the payment of commissions or similar benefits) incurred in relation to the exercise of your cooling off rights.

Cooling off rights will not apply where an investment is made through a Platform. However, Indirect Investors should contact their operator and read the Platform operator's offer document for more information on any cooling off rights that may apply in relation to an Investor's investment through a Platform.

Complaints

The Responsible Entity seeks to resolve potential and actual complaints over the management of each of the Unit Classes to the satisfaction of Investors. If you wish to discuss any aspect of the management of a Unit Class please call, or write to:

The Compliance Officer
Credit Suisse Investments (Australia) Limited
Level 31 Gateway
1 Macquarie Place
Sydney NSW 2000
Phone +612 8205 4000
Fax +612 8206 4000

The Responsible Entity will seek to resolve any complaint and will acknowledge your complaint within 14 days of receiving the letter. If your complaint is not resolved within 45 days, you may be able to seek assistance from the Financial Ombudsman Service (FOS). The Responsible Entity is a member of FOS, an external dispute resolution service which provides free advice and assistance to consumers to help resolve complaints in relation to financial services providers.

FOS' contact details are:

Financial Ombudsman Service
GPO Box 3
Melbourne VIC 3001
Phone 1300 78 08 08
Internet www.fos.org.au

Please include our FOS membership number with your enquiry: 12654. Before you contact FOS, please first try to resolve your concern with us.

10. Additional information

The Responsible Entity's legal relationship with you

If your Application to invest is accepted, you will receive Units in each of the Unit Classes you have applied for issued by the Responsible Entity. Subject to the rights, obligations and restrictions of each Unit, each Unit represents an equal undivided interest in the Assets of each of the Unit Classes as a whole, subject to liabilities, but does not give you an interest in any particular asset of each of the Unit Classes. The Corporations Act, the Constitution (see below) and the general law are the main components of the legal framework under which each of the Unit Classes operates.

The following is a summary of certain material legal documents relating to the Fund and each of its Unit Classes. These documents are:

- Constitution for the Fund;
- Terms of the DPAs;
- Registry Agreement;
- Custody Agreement;
- Compliance Plan; and
- Unit Pricing Policy.

10.1 Constitution for the Fund;

The Constitution for the Fund includes the framework for the operation of the Fund and sets out certain rights, duties and obligations of the Responsible Entity and the Investors. The Constitution has provisions dealing with:

- The Assets of the Fund being held for the Investors;
- Application procedures, issuing units and calculating Unit Prices;
- Valuation of the Assets;
- Calculation of income and distributions to the Investors;
- Withdrawal procedures and calculation of Withdrawal Prices;
- Transfer of Units;
- Responsible Entity's powers and rights;
- Responsible Entity's fees and recovery of expenses;
- Liability of the Responsible Entity and the Investors;
- Registration of security over Units;
- Responsible Entity's rights of indemnity;
- Dealing with Investor complaints;
- Amendment of the Constitution and Investor meetings; and
- Winding up provisions.

The Responsible Entity of the Fund is also subject to many duties under the Corporations Act – including duties to act honestly, exercise care and diligence, and to treat Investors equally.

Subject to the Corporations Act, the Responsible Entity's liability is limited to its ability to be indemnified out of the Assets of the Fund for any liability incurred by it in properly performing or exercising any of its powers or duties in relation to each of the Unit Classes. To the extent permitted by the Corporations Act, this indemnity includes any liability incurred as a result of any act or omission of a delegate or agent appointed by the Responsible Entity.

The Constitution contains provisions designed to limit the liability of an Investor to the amount if any which remains unpaid in relation to the Investor's subscription for Units (subject to any separate agreement or acknowledgment by the Investor). In certain circumstances, the Responsible Entity is entitled to be indemnified by an Investor or former Investor to the extent the Responsible Entity incurs a liability for taxation referable to the Investor or former Investor. Joint Investors are jointly and severally liable in respect of all payments.

You may inspect the Constitution at our offices on any Business Day, free of charge.

10.2 Registry Agreement

Under this Agreement, the Registrar, Computershare Fund Services Pty Limited, will be appointed by the Responsible Entity to maintain the register of Investors and provide certain other incidental services.

10.3 Custody Agreement

Under this Agreement, a custodian will be appointed to provide certain custody, settlement and related services in relation to the Unit Classes. The custodian will hold any cash investments on behalf of the Responsible Entity.

10.4 Compliance plan

The Responsible Entity has prepared and lodged a Compliance Plan for the Fund with ASIC. The Compliance Plan describes the procedures used by the Responsible Entity to comply with its obligations under the Corporations Act and the Constitution. Each year the Compliance Plan is audited and the audit report is lodged with ASIC.

10.5 Unit Pricing Policy

The Responsible Entity has adopted a unit pricing policy. Under the unit pricing policy, the Responsible Entity will comply with certain principles when exercising its discretions under the Constitution in relation to calculating Unit Prices. You can obtain a copy of the unit pricing policy free of charge by contacting the Responsible Entity on 02 8205 4855.

10.6 Related parties and potential conflicts

The interests of members of the Credit Suisse group may conflict with the interests of Investors. For example:

- The DPA Issuer is a related company of the Responsible Entity. The DPA Issuer must act in accordance with the terms of the DPA. They have no obligation to act in the best interests of the Investors.
- Members of the Credit Suisse group, which is a global investment banking conglomerate, may provide investment banking and other services to entities included in the Underlying Investments. As a result of these services, the Credit Suisse group may obtain access to information relating to its clients which will not be required, and therefore may not be, used for the benefit of the Unit Classes.

- Members of the Credit Suisse group may deal in publish research reports and provide advice to other clients on investments in the Underlying Investments, which may impact on the returns under the DPAs.

We and our affiliates may also play a variety of roles in connection with the DPAs including acting as underwriter and hedging the DPA Issuer's obligations under the DPAs and providing a secondary market for the DPAs. In performing these duties, the economic interests of the DPA Issuer's and other affiliates are potentially adverse to your interests as an Investor. The DPA Issuer and Credit Suisse may also make a profit from the issuance of the DPA, through management of its hedging positions.

The Responsible Entity does not have the ability to independently verify for each Unit Class the Reference Portfolio Value or the DPA Unwind Value which are calculated by the DPA Issuer. The Responsible Entity will, however, arrange for an annual audit of the Fund.

As Responsible Entity we have duties to manage conflicts of interests and act in the best interest of Investors and ensure any transactions will be on arm's length commercial terms. If there is a conflict between Investors' interests and our own interests, we give priority to the Investors' interests. We have measures in place to identify and manage actual and potential conflicts of interest.

10.7 Anti-money laundering

Anti-money laundering laws in Australia require the Responsible Entity and the Registrar to obtain additional information to verify the identity of an Investor and any underlying beneficial owner of Units in the Fund and the source of any payment.

Where such information is requested from you, processing of Applications, transfers or Withdrawals may be delayed until the requested information in a satisfactory form is provided to the Responsible Entity and the Registrar.

Please see 'How to apply' and 'Important – Guide to Investor identification documentation' for further information.

10.8 Privacy

When you complete the Application Form for Units in the Fund, the Responsible Entity, and the custodian and the Registrar as agents of the Responsible Entity will be collecting personal information from you. We may collect additional personal information from you in the future.

We need to collect personal information from Investors for the primary purpose of providing Investors with an investment in a Unit Class (including assessing your Application and identifying you). There are also a number of related purposes for which your personal information will be collected and these are to process your Application, administer and manage your investment in each of the Unit Classes, and comply with Australian taxation laws, the Corporations Act and other laws and regulations.

If you do not provide us with your contact details and other information, we may not be able to process your Application and we may not be able to administer or manage your investment or tell you about investment opportunities in which you may be interested.

The information that an Investor provides to us may be disclosed to certain organisations. The types of organisations or persons to whom we usually disclose such information provided by Investors include:

- the Australian Taxation Office and other government or regulatory bodies;
- your Investment Adviser or adviser dealer group, their service providers and any joint holder of your investment (if any);
- organisations involved in providing, administering or managing each of the Unit Classes such as any third party service provider engaged by the Responsible Entity and persons engaged by those third party service providers to provide banking, administration, custody, investment management, technology, auditing, registry, mailing or printing services;
- members of the Credit Suisse group; and
- those organisations and persons to whom you have consented to such disclosure, or as required or authorised by law.

Your information may also be used in connection with the purposes for which it is collected. You can gain access to the personal information we hold about you, subject to some exceptions allowed by law. The Responsible Entity will give you reasons if this access is denied. Please contact the Responsible Entity by calling the number, or by writing to the Responsible Entity at the address listed on the Directory, if you have any questions about how we handle your personal information, or if you wish to access the personal information that is held about you. If you have any queries in relation to this Privacy Statement please contact the Responsible Entity's Privacy Officer in writing to the following address

The Privacy Officer
Credit Suisse Investments (Australia) Limited
Level 31 Gateway
1 Macquarie Place
Sydney NSW 2000

You can obtain a copy of our privacy statement from the privacy officer and a copy of our global privacy statement from our website www.credit-suisse.com/performanceplus.

10.9 Indirect Investors

When you invest through a Platform, you will become an 'Indirect Investor', as the operator of your Platform is investing on your behalf. Consequently the Platform operator (or the custodian of the Platform), and not you as an Indirect Investor, holds the Units and therefore has the rights of an Investor in the relevant Unit Class. For example, if you are an Indirect Investor you will not have rights to attend and vote at Investor meetings, to withdraw Units, to make an election under a rollover proposal notice or receive distributions. Instead the Platform operator will exercise those rights in accordance with their arrangements with you. For information about your investment, you should contact your Platform operator.

Please note that Investors who access each of the Unit Classes through a Platform will receive reports directly from the Platform operator and not from the Responsible Entity. However, the Responsible Entity will be providing the reports described above to relevant Platform operators.

10.10 Direct Debit Request Client Service Agreement

Our commitment to you

This agreement outlines our service commitment to you, in respect of the direct debit request (DDR) arrangements made between the Responsible Entity (Debit User ID 359616) and you. It sets out your rights, our commitment to you and your responsibilities to us together with where you should go for assistance.

Initial terms of the arrangement

In terms of the DDR arrangements made between us and signed by you, we undertake to debit your nominated account for the agreed amount for Application Amount as set out in your Application Form.

Drawing arrangements

- The drawing under this DDR arrangement will occur on the Direct Debit Date;
- Where the due date falls on a non-Banking Business Day, we will draw the amount on the next Banking Business Day. If you are unsure about which day your nominated account has or will be debited, you should ask your financial institution;
- We will give you at least 14 days notice in writing when changes to the initial terms of the arrangement are made;
- We reserve the right to cancel DDR arrangements if three or more drawings are returned unpaid by your nominated Financial Institution and to arrange with an alternative payment method where appropriate; and
- We will keep all information pertaining to your nominated account at the Financial Institution, private and confidential.

Your rights

No less than seven Banking Business Days prior to the Direct Debit Date you may:

- terminate this DDR arrangement by giving written notice directly to us, or through your nominated Financial Institution;
- stop payment of the drawing under this DDR arrangement by giving written notice directly to us, or through your nominated Financial Institution; and
- you may request a change to the drawing amount under this DDR arrangement.

Further, where you consider that a drawing has been initiated incorrectly, you may take the matter up directly with us or the Registrar on 1300 498 264. If you do not receive a satisfactory response to your dispute, you can contact your financial institution who will obtain details from you of the disputed transaction and may lodge a claim on your behalf.

Your commitment to us

It is your responsibility:

- to ensure that sufficient funds are available in the nominated account to meet the drawing under this DDR arrangement on the Direct Debit Date;
- to ensure that the authorisation given to draw on the nominated account is identical to the account signing instruction held by the Financial Institution where the account is based;
- it is your responsibility to advise us if the account nominated by you to receive the DDR drawings is transferred or closed; and
- to arrange with us a suitable alternative payment method if you wish to cancel the DDR arrangement.

Enquiries

Direct all enquiries to us or the Registrar in the first instance, or through your nominated financial institution, and these should be made at least seven Banking Business Days prior to the Direct Debit Date. All communication addressed to us or the Registrar should include your full name, address and phone number as set out on the Application Form.

10.11 Consents

Each of the parties (referred to as Consenting Parties), who are named in the table below:

- to the maximum extent permitted by law, expressly disclaims and takes no responsibility for any statements or omissions from this PDS, other than the reference to its name and/or statement or report included in this PDS, with the consent of that Consenting Party; and
- has given and has not withdrawn its written consent to be named in this PDS in the form and context in which it is named and, to any statements said in this PDS to be based on a statement made by the party.

Role	Consenting Parties
Legal Adviser	Clayton Utz
Tax Adviser	Clayton Utz
Registrar	Computershare Fund Services Pty Limited
Issuer of the S&P/ASX 200 Index	Standard & Poor's (Australia) Pty Limited
DPA Issuer	Credit Suisse Sydney Branch
Investment Manager	Credit Suisse International

The Fund is not sponsored, endorsed, sold or promoted by Standard & Poor's (Australian) Pty Ltd (S&P) or its third party licensors. Neither S&P nor its third party licensors makes any representation or warranty, express or implied, to Investors in the Fund or any member of the public regarding the advisability of investing in securities generally or in the Fund particularly or the ability of the S&P/ASX 200 Index to track general stock market performance. S&P's and its third party licensor's only relationship to Credit Suisse, Sydney Branch and the Responsible Entity is the licensing of certain trademarks and trade names of S&P and the third party licensors and of the S&P/ASX 200 Index which is determined, composed and calculated by S&P or its third party licensors without regard to Credit Suisse, Sydney Branch, the Responsible Entity or the Fund. S&P and its third party licensors have no obligation to take the needs of Credit Suisse, Sydney Branch, the Responsible Entity or Investors in the Fund into consideration in determining, composing or calculating the S&P/ASX 200 Index. Neither S&P nor its third party licensors is responsible for and has not participated in the determination of the price and amount of the Units or the timing of the issuance or sale of the Units or in the determination or calculation of the equation by which the Units are to be converted into cash. S&P has no obligation or liability in connection with the administration, marketing or trading of the Performance Plus Series or the Units.

Neither S&P, its affiliates nor their third party licensors guarantee the adequacy, accuracy, timeliness or completeness of the index or any data included therein or any communications, including but not limited to, oral or written communications (including electronic communications) with respect thereto. S&P, its affiliates and their third party licensors shall not be subject to any damages or liability for any errors, omissions or delays therein. S&P makes no express or implied warranties, and expressly disclaims all warranties of merchantability or fitness for a particular purpose or use with respect to the marks, the index or any data included therein. Without limiting any of the foregoing, in no event whatsoever shall S&P, its affiliates or their third party licensors be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to, loss of profits, trading losses, lost time or goodwill, even if they have been advised of the possibility of such damages, whether in contract, tort, strict liability or otherwise. This paragraph applies to the maximum extent permitted by law.

'S&P' is a trademark of Standard & Poor's and has been licensed for use by Credit Suisse Investments (Australia) Limited. 'ASX' is a trademarks of the Australian Securities Exchange and has been licensed for use by S&P.

11. Additional terms and conditions

11.1 Summary of the Key Terms of the Deferred Purchase Agreements

11.1.1 Offer by the Fund

On the Trade Date, the Fund offers to acquire the Delivery Parcel from the DPA Issuer on a deferred basis for the Purchase Price specified in the relevant DPA. Once the DPA Issuer accepts the Fund's offer to acquire the Delivery Parcel, the parties' rights and obligations under the relevant DPA commence on the Trade Date.

11.1.2 Delivery of Delivery Assets

The DPA Issuer will deliver the Delivery Parcel to the Fund on Maturity or as soon as possible thereafter.

11.1.3. Coupons

The DPA Issuer will pay to the Fund the Coupon amounts, which may be a Fixed Coupon and/or Variable Coupon, subject to certain conditions being met as described in the DPA.

11.1.4 Maturity

The DPA Issuer will give a Maturity Notice to the Fund in respect of the relevant DPA not more than 60 Business Days and not less than 20 Business Days before Maturity. On the relevant Capital Protection Date, the DPA Issuer will determine the final Delivery Parcel to be provided to the Fund on Maturity.

The DPA Issuer may determine, in its reasonable opinion, that it is not possible or practicable to obtain or transfer a particular security that forms part of the Delivery Assets comprising of the Delivery Parcel to the Fund. In this case, Maturity will still take place except that the DPA Issuer may substitute that security for another security quoted and traded on the ASX.

11.1.5 Early Maturity of the DPAs

The DPAs may mature early where any of the following events occurs:

- a) The Fund requests an Early Maturity on some or all of the DPAs and the DPA Issuer accepts that request. For example, this may be used to fund a Withdrawal request or an unexpected class expense.
- b) An event which triggers an Early Maturity, is as follows:
 - the Fund fails to meet its obligations under any material contract, covenant or undertaking relating to its purchase of DPAs (whether positive or negative) (including but not limited to the DPA);
 - the Fund breaches any law or regulation applicable to it and that breach is not remedied by the later of:
 - i) 30 days after the date of the breach, and
 - ii) the date that the law or the regulator requires the breach to be remedied by;
 - the Fund becomes insolvent;
 - the Fund is wound up or is resolved to be wound up;

- it becomes illegal or impossible for the Fund to continue its operations;
 - the DPA Issuer determines in good faith that due to any action taken by a taxing authority or brought by a court of competent jurisdiction or a change in tax law, that there is a substantial likelihood that the DPA Issuer being required to pay a materially increased amount in respect of tax under the DPA; or
 - if the DPA Issuer:
 - becomes unable to pay its debts as they fall due;
 - goes into liquidation or passes a winding up resolution or commences steps for winding up or dissolution or becomes deregistered under the laws of New South Wales;
 - enters into, or proposes to enter into any arrangement or compromise or composition with or assignment of the benefit of its creditors or class of them;
 - is presented or threatened with a petition or other process for winding up or dissolution or becomes aware of circumstances justifying such a petition or process; or
 - has a receiver, receiver and manager, judicial manager, liquidator, administrator or official manager appointed over the whole or a substantial part of the DPA Issuer's undertaking or property or becomes aware of circumstances justifying such an appointment.
- c) An Adjustment Event occurs or is proposed to occur and, in the DPA Issuer's reasonable opinion, it is not possible or desirable to deal with the occurrence of that event via the provisions relating to Adjustment Events or Market Disruption Events (see section 11.1.7 and 11.1.8 for further explanation).
- d) Any actual or proposed event that may reasonably (in the DPA Issuer's opinion) be expected to lead to any of the events referred to in (b) and (c) above.

11.1.6 Early Maturity Procedure

If an Early Maturity Event occurs, the DPA Issuer may in its absolute discretion determine that there will be an Early Maturity and specify a date as the early maturity date. Where the DPA Issuer has accepted an Early Maturity request from the Fund, it must agree with the Fund the early maturity date upon which the DPAs will be terminated.

The DPA Issuer will in its absolute discretion determine the DPA Unwind Value at Early Maturity for each DPA in respect of which an Early Maturity Event will occur. The DPA Unwind Value at Early Maturity will be the value of the relevant DPAs determined by the DPA Issuer, in its absolute discretion, at or around 5pm on the early maturity date.

The DPA Unwind Value at Early Maturity will depend on a number of circumstances including the performance of the Underlying Investment, volatility during the period and the time remaining until Maturity. In determining this value, the DPA Issuer may deduct any costs, losses or expenses that it incurs in relation to the Early Maturity, including without limitation costs and taxes, break costs, administrative costs, costs of unwinding any hedge put in place for the purposes of meeting its obligations, recoupment of any adviser commissions paid on the investments made in the Fund, any cost of funding and loss of profit or potential gain or any loss of bargain. Capital Protection will not apply at Early Maturity therefore the break costs could be significant. This may result in the DPA Unwind Value at Early Maturity being less than \$1.00 per DPA for Unit Classes A and B, or being less than \$1.21 per DPA for Unit Class C, which will therefore affect the value of your Units in the Fund. If it is not possible to determine the DPA Unwind Value at Early Maturity of the relevant DPA at that time (for example, due to a Market Disruption Event) then the DPA Issuer may nominate another time to determine the DPA Unwind Value at Early Maturity.

The DPA Issuer will pay the DPA Unwind Value at Early Maturity in respect of each relevant DPA within five Business Days of the early maturity date or as soon as practicable thereafter.

The DPA Issuer may also make adjustments to the above procedure where it determines that the provisions are not appropriate in particular circumstances.

11.1.7 Adjustment Events

There may be adjustments made to the terms of the DPAs due to particular events which affect the Delivery Assets, the Underlying Investments or any of their constituent parts (**Adjustment Events**).

An Adjustment Event includes the following:

- a) where the relevant Underlying Investment is a security (eg. the Delivery Asset) or portfolio of securities or an interest in a managed investment scheme:
 - i) the actual or proposed adoption of any procedure, event or action which is or which is likely to result in any cash return of capital, pro-rata cash distribution, capital reduction, liquidator's distributions, share buy-back, bonus issue, rights issue, arrangement, scheme of arrangement, compromise, merger, demerger, reconstruction, compulsory acquisition, withdrawal, cancellation, replacement, modification, subdivision or consolidation, takeover bid, special dividend, non cash dividend, share split or any other similar or like event;
 - ii) any event which is or which results in the actual or proposed administration, liquidation, winding up or termination of the issuer of the relevant Underlying Investment or other similar or like event (however described);
 - iii) any event which is or which results in the actual or proposed de-listing of the relevant Underlying Investment or the actual or proposed removal from quotation of the relevant Underlying Investment or the actual or proposed suspension from trading of the relevant Underlying Investment;

- b) where the relevant Underlying Investment is an index:
 - i) the relevant Underlying Investment is suspended or ceases to be published for a period of 24 hours or more;
 - ii) the relevant Underlying Investment is not calculated and announced by the entity which provides the calculations, but is calculated and announced by a successor to such entity;
 - iii) the relevant Underlying Investment is replaced by a successor index using the same or a substantially similar formula for and method of calculation;
 - iv) the entity which provides the calculations for the Underlying Investment or any successor makes a material change in the formula for or the method of calculating the relevant Underlying Investment or in any way materially modifies that relevant Underlying Investment; or
 - v) there is a suspension or material limitation on trading of securities generally on a relevant exchange for a period of 24 hours or more;
- c) where the Underlying Investment is a commodity:
 - i) the commodity price is suspended or ceases to be available for a period of 24 hours or more;
 - ii) there is a material change in the method of calculation of the commodity price; or
 - iii) there is a suspension or material limitation in trading of the commodity on any relevant over-the-counter market for a period of 24 hours or more; or
 - iv) there is a suspension or material limitation of trading in the commodity futures contract used by the DPA Issuer to hedge its position, for a period of 24 hours or more;
- d) any actual or proposed event that may reasonably (in the DPA Issuer's opinion) be expected to lead to any of the events referred to in paragraphs (a), (b) or (c) above occurring;
- e) where any force majeure event occurs, or any other event occurs which the DPA Issuer determines in good faith results in the performance of its obligations under the DPAs having become or becoming, in circumstances beyond its reasonable control, impossible, unlawful, illegal or otherwise prohibited;
- f) a hedging disruption or increased cost of hedging or any termination of the DPA Issuer's hedging arrangement or the adjustment or change of the DPA Issuer's hedging arrangements occurs; or
- g) any other event which the DPA Issuer reasonably declares to be an Adjustment Event.

If an Adjustment Event occurs, or is proposed to occur on or before Maturity, the DPA Issuer may in its absolute discretion elect to do any or all of the following:

- a) substitute part or all of the affected Underlying Investment or Delivery Asset with any other asset; and/or
- b) substitute the Delivery Asset with any other security quoted and trading on the ASX; and/or
- c) adjust or amend any term of the relevant DPA, including any date, participation rate, Capital Protection, Variable Coupon, formula, amount, definition or calculation;
- d) adjust, amend or substitute the definition of Underlying Investment or Delivery Asset; and/or
- e) vary any of the terms referred to in the relevant DPA; and/or

- f) determine to suspend any of the necessary calculations as appropriate until reliable values can be obtained,

in a manner consistent with any adjustment or change made to the DPA Issuer's hedging arrangement.

If, in the reasonable opinion of the DPA Issuer, it is not possible or desirable to deal with the occurrence of the Adjustment Event in the manner set out above, the DPA Issuer may nominate the event as an Early Maturity Event and may deal with that event in accordance with the Early Maturity process described above.

The DPA Issuer will notify the Fund of any adjustment that it proposes to make, and the effective date of that adjustment, before the adjustment occurs or as soon as reasonably practicable thereafter.

11.1.8 Market Disruption

During the term of the DPAs, it is possible that an event may occur that disrupts or impairs (as determined by the DPA Issuer) the ability of market participants in general to effect transactions in, or obtain market values for an Underlying Investment, Delivery Asset or a material number of securities or derivative contracts included in an Underlying Investment. Any of the following events may be referred to as a Market Disruption Event if it occurs on any Business Day or Scheduled Trading Day during the one-half hour period that ends at the closing time, in the determination of the DPA Issuer:

- a) the suspension or material limitation of trading in:
 - i) a material number of securities or derivative contracts included in the Underlying Investment; or
 - ii) securities or derivatives generally on ASX or a relevant exchange; or
- b) any similar event the DPA Issuer reasonably declares to be a Market Disruption Event, including a force majeure event.

(collectively referred to as a **Market Disruption Event**).

For the purposes of this determination,

- 1) a limitation on the hours and number of days of trading will not constitute a Market Disruption Event if it results from an announced change in the regular business hours of the relevant exchange;
- 2) a limitation on trading imposed during the course of a day by reason of movements in price otherwise exceeding levels permitted by the relevant exchange will constitute a Market Disruption Event; and
- 3) issues of materiality are to be determined in the discretion of the DPA Issuer.

If there is a Market Disruption Event affecting an Underlying Investment, the Delivery Asset or a material number of securities or derivative contracts included in an Underlying Investment (**the Affected Asset**) on any date that a calculation or determination is to be made (including the relevant Capital Protection Date), then the relevant date for calculation or determination for the Affected Asset is to be the first succeeding Scheduled Trading Day on which there is no Market Disruption Event.

However, if there is a Market Disruption Event in respect of the Affected Asset on each of the eight Scheduled Trading Days immediately following the original date that, but for the Market Disruption Event, would have been the date on which the determination or calculation would have been made or the relevant Capital Protection Date (the original scheduled date), then:

- a) that 8th Scheduled Trading Day is to be taken to be an averaging date or the relevant Capital Protection Date or the relevant date for the determination or calculation (as applicable), despite the Market Disruption Event; and
- b) the DPA Issuer must on that 8th Scheduled Trading Day in good faith and in its absolute discretion determine the observation to be recorded for the calculation or determination of the level or price of the Affected Asset that would have prevailed on the relevant Capital Protection Date but for that Market Disruption Event. In doing so, the DPA Issuer may take into account the method of determining the level or price of the Affected Asset used in its risk hedges for the DPA.

If there is a Market Disruption Event affecting an Underlying Investment during the term of the DPA, then the DPA Issuer may treat the Market Disruption Event as an Adjustment Event, including to nominate the event as an Early Maturity Event.

The DPA Issuer must, as soon as practicable notify the Fund of the existence or occurrence of a Market Disruption Event.

In making a determination, in relation to a Market Disruption Event, the DPA Issuer can also have regard to the impact of the Market Disruption Event on its hedge positions for the DPAs, and decide in its absolute discretion to adopt a different method for making a determination or calculation under the DPA in response to that Market Disruption Event.

11.1.9 Amendment of DPA terms

The DPA Issuer may, from time to time, with written notice to the Fund make any modification, variation, alteration or deletion of, or addition to the terms of the DPA (**Change**):

- a) where the Change is one determined by the DPA Issuer as being required because of either an Early Maturity, Adjustment Event or Market Disruption Event;
- b) the Change is necessary or desirable in the reasonable opinion of the DPA Issuer to comply with any statutory or other requirement of law;
- c) with the consent of the Fund; or
- d) the Change is desirable to correct an inconsistency or error in the terms of the DPA (but only if such change does not, in the DPA Issuer's opinion, materially prejudice the Fund's interests).

The DPA Issuer will give the Fund notice of any Change to the terms of the DPA and the Fund will be bound by any such Change at the time the Fund is given such notice.

12. Description of relevant parties

Credit Suisse Investments (Australia) Limited

Credit Suisse Investments (Australia) Limited is the Responsible Entity of the Fund, the issuer of the Units and this PDS.

The Responsible Entity's responsibilities and obligations, as the responsible entity of the Fund are governed by the Constitution as well as the Corporations Act, and general trust law. See 'The Responsible Entity's legal relationship with you' at section 10 'Constitution' in section 10.1 for further information.

Credit Suisse Investments (Australia) Limited is a financial services licensee, AFSL number 320505 and was registered in Australia as a company on 9th May 2006.

Credit Suisse Sydney Branch

Credit Suisse Sydney Branch is a branch of Credit Suisse, a Swiss bank and a subsidiary of Credit Suisse Group AG. Credit Suisse is a global bank headquartered in Zurich. Credit Suisse group services clients in private banking, investment banking and asset management.

Credit Suisse Sydney Branch is a foreign authorised deposit-taking Institution (ADI) regulated by the Australian Prudential Authority. However, you should note that the depositor protection provisions set out in Division 2 of Part II of the Banking Act 1959 do not apply to a foreign ADI. As a result, you should make your own assessment of the ability of Credit Suisse Sydney Branch to meet its obligations in relation to the DPAs. The latest available financial reports can be downloaded from <https://www.credit-suisse.com/investors/en/>.

13. Glossary

In this PDS, the following terms have the meaning set out next to them below.

Adjustment Event

An event nominated by the DPA Issuer in accordance with the terms of the DPA.

Administration Costs

For each Unit Class, an amount of 0.65% pa calculated by reference to the Reference Portfolio Value on a daily basis and deducted from the Reference Portfolio Value on a daily basis.

Affected Asset

An affected asset has the meaning as defined in section 11.1.8 of this PDS.

Applicant

A person or entity who makes an Application.

Application

An application for Units in the Fund, comprised of a correctly completed Application Form together with completed Investor identification documentation and (except in the case of a transfer of Units) application monies.

Application Form

The form attached to or accompanying this PDS by which one may apply for Units in any Unit Class.

ASIC

Australian Securities and Investments Commission.

Assets

The assets of each Unit Class being the DPAs (in the period to Maturity), the Delivery Assets (in the period following Maturity) and any cash held from time to time.

AUD

Australian dollars.

Auditor

The auditor appointed by the Responsible Entity from time to time.

Banking Business Day

A day (other than a Saturday, Sunday or public holiday) on which banks are open for business in Sydney.

Business Day or Business Days

A day (other than a Saturday, Sunday or public holiday) on which banks are open for business in Sydney, Hong Kong and London.

Capital Protection Date

The date per Unit Class specified in the Key Dates in section 1 of this PDS, unless adjusted in accordance with the terms of the DPA.

Capital Protection

The capital protection provided to the Fund, being the percentage of the amount invested by the Fund in DPAs that will be protected on the relevant Capital Protection Date. For Classes A, B and C the Capital Protection is 100%.

Capital Protection Date Notice

The notice issued by the Responsible Entity to Investors providing notice of the relevant Capital Protection Date.

Change

Change has the meaning as set out in section 11.1.9 of this PDS.

Compliance Plan

Compliance Plan is the document referred to in section 10.4 of this PDS

Consenting Parties

The Consenting Parties are the persons and entities listed in the tabled in section 10.11 of this PDS.

Constitution

The constitution governing the Fund, as amended or replaced from time to time.

Corporations Act

Corporations Act 2001(Cth) as modified or replaced from time to time.

Coupon Valuation Date

The effective date of all annual Variable Coupon calculations, beginning on the Issue Date (initial valuation date) and ending on the relevant Capital Protection Date (final valuation date).

Credit Rating

The financial standing of a company, government or financial institution relative to others. The credit rating primarily determines what the institution will be charged to borrow funds, in relation to both, the amount it is able to borrow and the interest it will be charged. Rating agencies use a rating scale to determine relative degrees of credit risk that a government, company or financial institution may have. The S&P rating scale is divided into investment grade and sub investment grade. Investment grade securities are bonds rated AAA, AA+, AA-, A, BBB+, BBB and BBB-. Sub investment grade are BB+, BB, BB-, B+, B, B-, CCC, CC, C and D (D = default).

Credit Suisse group

Credit Suisse Group AG and its related bodies corporate

Credit Suisse

A Swiss bank and a subsidiary of Credit Suisse Group AG

DDR

As set out under 'Direct Debit Request Client Service Agreement' in section 10.10.

Deferred Purchase Agreements or DPA

The Deferred Purchase Agreements issued by the DPA Issuer to the Responsible Entity on behalf of each Unit Class as summarised in section 11 of this PDS.

Delivery Asset

An equally weighted basket of the 20 largest entities (measured by Float Adjusted Market Capitalisation) included in the S&P/ASX 200 Index according to their index weightings as at the relevant Capital Protection Date, or any other Delivery Asset determined by the DPA Issuer in accordance with the terms of the DPA.

Delivery Parcel

Subject to the terms of the DPAs, the number of Delivery Assets to be delivered by the DPA Issuer to the Responsible Entity shortly after the relevant Capital Protection Date as determined by the following formula:

$$\frac{\text{Final Maturity Value per DPA}}{\text{Final Delivery Asset Price}}$$

Direct Debit Request Client Service Agreement

The direct debit request service agreement as referred to in section 10.10 of this PDS.

Direct Debit Date

As stated under Key Dates in section 1 of this PDS.

DPA Issuer

Credit Suisse Sydney Branch ARBN 061 700 712, AFSL 226896.

DPA Unwind Value

Takes into account the Reference Portfolio Value of each DPA, as adjusted, having regard to the economic value that the DPA Issuer achieves on the unwinding of the DPAs (including the value (if any) from managing its risk position) which is reliant on several factors including but not limited to Australian interest rates and the remaining term to maturity.

Early Maturity

The completion or settlement of the deferred purchase of the Delivery Parcel under the DPAs relevant to a particular Unit Class prior to Maturity.

Early Maturity Event

An event nominated by the DPA Issuer or the Responsible Entity as an early maturity event under the terms of the DPA.

Exposure and Exposed to

For each Unit Class the percentage to which a Reference Portfolio participates in the performance (both positive and negative) referable to an Underlying Investment.

Final Maturity Value

In respect of DPAs referable to Unit Classes A and B, the greater of \$1.00 per DPA or the Reference Portfolio Value per DPA at the relevant Capital Protection Date less the Administration Costs and any Variable Coupon paid at Maturity (if any). In respect of DPAs referable to Unit Class C, the greater of \$1.21 per DPA or the Reference Portfolio Value per DPA at the relevant Capital Protection Date less the Administration Costs, Fixed Coupon and any Variable Coupon paid at Maturity.

Final Delivery Asset Price

The aggregate of the Volume Weighted Average price ('VWAP') of each Delivery Asset on the Scheduled Trading Day immediately following the relevant Capital Protection Date.

Fixed Coupon

Under the terms of the DPAs for Unit Class C the DPA Issuer will pay an annual fixed coupon of \$0.03 per DPA to the Responsible Entity during the term of the DPA.

Float Adjusted Market Capitalisation

A capitalisation measure of the largest entities which refers to the value of their securities available for public trading. Any strategic holdings that are classified as either corporate, private or governmental holdings will result in a reduction in the float adjusted market capital. For example, excludes securities held by management in escrow.

Fund

Credit Suisse Performance Plus Series, ARSN 130 458 178

GST

Goods and Services Tax imposed under the A New Tax System (Goods and Services Tax) Act 1999 (Cth) and related legislation.

High Water Mark

The high water mark is the highest Reference Portfolio Value as at any of the previous Coupon Valuation Dates (before the deduction of the Variable Coupons calculated as at that previous Coupon Valuation Date).

HKD

Hong Kong Dollars.

Hurdle Rate

The hurdle rate is 5%.

Index Adjustment Event

A change or changes to the formulas for and/or method under which an index is compiled (see section 6 'Index Adjustments').

Index Committee

The S&P/ASX 200 is maintained by the S&P Australian Index Committee.

Indirect Investor

Indirect Investor means an Investor who invests through a Platform.

Investor

The holder of a Unit in a Unit Class.

Investment Term

The term of your investment including where you hold your Units post the relevant Capital Protection Date.

Issue Date

The date Units are issued in a Unit Class as stated in Key Dates in section 1 of this PDS.

Investment Adviser

An investment adviser holding an Australian financial services licence, or a representative of such a licensee.

Investment Manager

Credit Suisse Equities (Australia) Limited (ABN 35 068 232 708.)

Market Disruption Event

Market Disruption Event has the meaning as defined in section 11.1.8 of this PDS.

Maturity

The completion or settlement of the deferred purchase of the Delivery Parcel under the DPAs relevant to a particular Unit Class (other than as a result of Early Maturity).

Maturity Notice

The notice issued by the DPA Issuer in accordance with the terms of the DPAs.

Measured Volatility

Each Business Day, from the Trade Date until the relevant Capital Protection Date, the volatility of the Underlying Investment is observed by looking at the average volatility of the Underlying Investments within the relevant Reference Portfolio for the preceding 100 Scheduled Trading Days.

Net Asset Value

For each Unit Class, the value of Assets of the Unit Class less the liabilities of the Unit Class.

Offer

The invitation to apply for Units in each of the Unit Classes pursuant to this PDS.

Offer Close

The date specified as the 'Offer Close' in the key dates table in section 1 of this PDS, or such other amended date as determined by the Responsible Entity if the Responsible Entity amends the Offer Close. The Offer Close is the time by which Applications must be received.

Offer Open

The date specified as the 'Offer Open' in the key dates table in section 1 of this PDS.

PDS

Means this Product Disclosure Statement, including any Supplement and any Application Form.

Platform

A master Unit Class, wrap account, or Investor directed portfolio service.

Purchase Price

The price at which each DPA is issued, ie. \$1.00 each for Unit Classes A and B, and \$1.21 each for Unit Class C.

Reference Portfolio

A portfolio comprising of a notional investment in the relevant Underlying Investment in proportions as determined by application of the Volatility Feature. For more information please see section 5 of this PDS.

Reference Portfolio Value

On the Trade Date, the Reference Portfolio Value for each DPA is \$1.00. Thereafter, during the term to Maturity of the DPAs, the Reference Portfolio Value will for each Unit Class, be determined by the DPA Issuer and calculated with reference to several factors including but not limited to:

- the performance of the Underlying Investment on each day since the Trade Date;
- the level of Exposure the Reference Portfolio has to the Underlying Investment, as calculated using the Volatility Feature;
- the Administration Costs; and
- any Variable Coupon payable by the DPA Issuer.

Register

The register of holders of Units maintained by the Registrar.

Registrar

The registrar appointed by the Responsible Entity from time to time to maintain the Register. As at the date of this PDS the Registrar is Computershare Fund Services Pty Limited ABN 18 107 333 308.

Registry Agreement

The registry agreement referred to in section 10.2 of this PDS.

Responsible Entity

Credit Suisse Investments (Australia) Limited ABN 44 119 605 373 (AFSL 320505).

S&P/ASX 200 Index

The S&P/ASX 200 as the Underlying Investment for Unit Class C –Index Accumulator Portfolio, which is on a price return basis (ie. where there is no dividend reinvestment).

Scheduled Trading Day

Means any day on which each exchange on which an Underlying Investment, Delivery Asset or where the Underlying Investment is an index then the primary part of an Underlying Investment primarily trades (as determined by the DPA Issuer in its absolute discretion) is scheduled to be open for trading for their respective regular trading sessions;

Target Volatility

For the purposes of the Volatility Feature described in section 5 of this PDS, the pre-determined target volatility level of 16% for Unit Class A, 18% for Unit Class B and a level of 15% for Unit Class C against which the Measured Volatility of the Underlying Investment is compared during the term of the DPA.

Total Investment Amount

The agreed amount for the application as set out in the Application Form which is the total amount you will invest across Unit Classes A, B and C.

Trade Date

The date on which the DPAs referable to each Unit Class are to commence as stated under Key Dates in section 1 of this PDS.

Unit Classes, a Unit Class, Classes or Class

Each of the following

- Unit Class A – Australian Equities Portfolio
- Unit Class B – Australian Resources and China Portfolio
- Unit Class C – Index Accumulator Portfolio

Underlying Investment

A basket of securities or indexes to which a Unit Class has Exposure to through a Reference Portfolio under a series of DPAs.

Unit

A unit in a Unit Class.

Unit Issue Price

\$1.00 per Unit.

Unit Price

The Net Asset Value of a Unit Class based on the value of the Assets for that Unit Class divided by the number of Units on issue in that Unit Class.

Variable Coupon

Under the terms of the DPA, the DPA Issuer may pay a variable coupon per Unit Class to the Responsible Entity, until Maturity based on the performance of each Reference Portfolio. The variable coupon is the greater of:

- 0% pa; or
- 50% of the annual growth of each Reference Portfolio above a High Water Mark and Hurdle Rate.

Volatility Feature

A feature of the product under which the level of Exposure each Reference Portfolio has to the performance of the relevant Underlying Investment is calculated on each Scheduled Trading Day to manage market risk associated with the Underlying Investment as described in section 5 of this PDS.

Withdrawal

Any withdrawal request made by an Investor to the Responsible Entity.

Withdrawal Price

The prevailing Unit Price on the date a Unit is redeemed during the Investment Term. On or post the relevant Capital Protection Date the Withdrawal Price is the Unit Price less a sell spread.

Withdrawal Form

Withdrawal Form has the meaning referred to in section 9 of this PDS.

14. How to apply

This Offer is available only to persons investing through an Investment Adviser.

The minimum Total Investment Amount is \$20,000 applicable to individual Unit Classes. We reserve the right to accept Applications below these minimums.

Your Total Investment Amount may be paid by cheque, bank cheque or direct debit request. Please note that cash cannot be accepted.

Application Forms must be received on or prior to the Offer Close and Total Investment Amounts must be received on or prior to 5pm on the Direct Debit Date. You may at any time prior to Offer Close withdraw your signed and lodged Application Form should you wish not to proceed with your investment in the Units.

The Responsible Entity reserves the right to refuse, or accept in part only, any Application without giving a reason. If for any reason the Responsible Entity refuses or is unable to process your Application to invest in any of the Unit Classes, the Responsible Entity will return your Total Investment Amount to you. You will not be entitled to any interest earned on your Total Investment Amount.

Investment confirmations will be sent to Investors as soon as practicable after the Offer Close and the acceptance of their Application. Investment confirmations will set out the details of the Units that have been issued to the Investor. An Investor cannot assume their Application has been accepted until they receive a confirmation from the Registrar.

Handling of the Total Investment Amount

The Total Investment Amount received will be deposited into an interest bearing trust account until the Units are issued. Applicants are not entitled to interest earned on the Total Investment Amount. Any interest earned on the trust's account will be retained by the Responsible Entity.

If the issue of Units does not proceed, or an Applicant is issued less than the number of Units they apply for, the balance of their Total Investment Amount will be refunded (without interest), as soon as practicable thereafter.

How to complete your Application Form

Please complete all relevant white sections of the Application Form in BLOCK LETTERS, using black or blue ink. These instructions are cross-referenced to each section of the Application Form. The Units are issued by the Responsible Entity. Further details about the Units are contained in this PDS.

While the PDS is current, the Responsible Entity will send paper copies of the PDS, any SPDS and the Application Form, free of charge on request.

The PDS contains important information about investing in Units. You should read the PDS in its entirety before applying for Units.

Adviser use only	This section must be completed by licensed investment advisers who are authorised to advise on securities. Applications will not be accepted if this section is not completed.
1. Investor Type	Please indicate what type of investor you are in this section.
2. Applicant details: Individual and joint Applicants	<p>Complete this section if you are</p> <ul style="list-style-type: none"> ■ Applying as an individual, whether singularly or jointly. Up to three joint Applicants may apply. ■ Applying as a trustee of a superannuation fund ■ Applying as a trustee of a trust. ■ Applying as a registered shareholder of more than 25% of a proprietary company's (that is not a regulated company) ('Proprietary Company') issued capital as set out in the Application Form in this PDS. <p>Enter your individual Tax File Number (TFN), exemption category or Australian Business Number (ABN) if applicable. Provision of TFN(s) and ABN(s) is not compulsory and will not affect your Application however, if these are not provided the Responsible Entity will be required to deduct tax at the highest marginal rate (including Medicare levy) from your distributions. Collection of TFNs is authorised by tax laws.</p>

3. Applicant details: Company or incorporated entities	<p>Complete this section if you are director applying on behalf of a company or other incorporated entity. Shareholders of more than 25% of a Proprietary Company's issued capital must also complete section 2 of the Application Form.</p> <p>Enter the company tax file number (TFN), exemption category or Australian Business Number (ABN) if applicable. Provision of TFN(s) and ABN(s) is not compulsory and will not affect your Application however, if these are not provided the Responsible Entity will be required to deduct tax at the highest marginal rate (including Medicare levy) from your distributions. Collection of TFNs and ABNs is authorised by tax laws.</p>
4. Applicant details: Superannuation funds	<p>Complete this section if you are applying on behalf of a superannuation fund. Each of the trust(s) must also complete section 2 or 3 of the Application Form, as appropriate.</p> <p>Enter the company tax file number (TFN), exemption category or Australian Business Number (ABN) if applicable. Provision of TFN(s) and ABN(s) is not compulsory and will not affect your Application however, if these are not provided the Responsible Entity will be required to deduct tax at the highest marginal rate (including Medicare levy) from your distributions. Collection of TFNs and ABNs is authorised by tax laws.</p>
5. Applicant details: Trust or other unincorporated entities details (Partnership/Estate)	<p>Complete this section if you are applying on behalf of a Trust or other unincorporated entity. Each of the Trust(s) must also complete section 2 or 3 of the Application Form, as appropriate.</p> <p>Enter the company tax file number (TFN), exemption category or Australian Business Number (ABN) if applicable. Provision of TFN(s) and ABN(s) is not compulsory and will not affect your Application however, if these are not provided the Responsible Entity will be required to deduct tax at the highest marginal rate (including Medicare levy) from your distributions. Collection of TFNs and ABNs is authorised by tax laws.</p>
6. Investment Details	<p>Please complete this section by entering the dollar amount you wish to invest in each Unit Class. The total amount you wish to invest in each Unit Class is the Total Investment Amount.</p> <p>Note that a minimum Total Investment Amount of \$20,000 applicable to an individual Unit Class.</p>
7. Bank Account Details	<p>Please complete this section with your bank account details for any payments we make to you including income distributions and Withdrawals.</p>
8. Payment of your Total Investment Amount	<p>In respect of the Units you are applying for, you need to pay your Total Investment Amount. Please indicate how you wish to make these payments in this section.</p> <p>Please note that third party bank account details will not be accepted.</p> <p>If you are using the direct debit arrangement to pay your Total Investment Amount, please ensure you sign this section.</p>
9. Delegation of Authority	<p>Please complete this step if you would like to appoint your Investment Adviser to act on your behalf to change your address, phone number or bank account details. Please read 'Delegation of Authority' in section 9.</p>
10. Annual report election	<p>Please indicate how you would like to receive the Annual Report by ticking only one of the boxes.</p>
11. Acknowledgements and signatures	<p>Important – please read the acknowledgements at section 11 and sign the Application Form.</p>
How to submit your Application Form	<p>Please submit your Application Form and cheque or bank cheque (if you are not using the direct debit arrangement) to:</p> <p>Mailing address Credit Suisse Performance Plus Series Offer C/- Computershare Fund Services Pty Limited GPO Box 804 Melbourne VIC 3001</p> <p>Delivery address Do not use this address for mailing purposes Credit Suisse Performance Plus Series Offer C/- Computershare Fund Services Pty Limited Yarra Falls 452 Johnston Street Abbotsford VIC 3067</p>

15. Important – Guide to Investor identification documentation

In accordance with new client identification requirements introduced under the Anti Money Laundering and Counter Terrorism Financing Act 2006 (AML/CTF Act) we require you to provide your Investment Adviser with appropriate identification in addition to your Application Form in order for your Investment Adviser to identify you. The AML/CTF Act is one of a number of Australian laws by which we are bound regarding the prevention of money laundering and terrorism financing (**AML/CTF laws**). You may also be asked to provide supporting identity documentation.

Applying for Units in the Credit Suisse Performance Plus Series

By applying for Units in the Credit Suisse Performance Plus Series, you are buying securities in a managed investment scheme which is a designated service under the AML/CTF Act. So that we can satisfactorily identify you, you must complete all of the sections applicable to your Investor type on the Application Form, plus provide certain identity documents specified in the Application Form to your Investment Adviser.

We can only issue Units if we have reasonable grounds to believe that we have received all relevant information and the current Application received by us is not incomplete in a material way.

If at the time of receiving your Application we believe that information we have received has become out of date, or has otherwise become inadequate, or your Application is incomplete in a material way we will hold Application monies received in an interest bearing trust account until we are satisfied that we have received the relevant information required or that your Application is complete. You will not be entitled to any interest earned on this account.

If by the Issue Date we have been unable to receive sufficient information, or the information we have received is otherwise inadequate, your Application monies will be returned (without interest) to you and your Application rejected.

Anti-money laundering

By completing the Application Form, you agree that:

- you do not subscribe to the Units under an assumed name;
- any money used by you to invest in the Units is not derived from or related to any criminal activities;
- any proceeds of your investment will not be used in relation to any criminal activities;
- if we ask, you will provide us with additional information we reasonably require for the purposes of AML/CTF laws (including information about an Investor, any beneficial interest in the Units, or the source of funds used to invest);
- we may obtain information about you or any beneficial owner of a Unit from third parties if we believe this is necessary to comply with AML/CTF laws; and
- in order to comply with the AML/CTF laws we may be required to take action, including:
 - delaying or refusing the processing of any Application or Withdrawal; or
 - disclosing information that we hold about you or any beneficial owner of the Units to our related bodies corporate or service providers, or relevant regulators of AML/CTF laws (whether in or outside of Australia).

The following list of acceptable primary and secondary documents must be provided on behalf of individual Investors (including for each joint Investor), directors (who are applying on behalf of a company) and Trustees (who are applying on behalf of a superannuation fund or Trust).

Please provide your Investment Adviser with an **original** or **originally certified copy** of the selected document(s). A list of people who can certify documents or extracts is provided below.

Note that documents that are written in a language that is not English must be accompanied by an English translation prepared by an accredited translator.

Applications received from Investors unable to be adequately verified will be rejected.

Acceptable documents Individuals, Directors and Trusts.

Part I – Acceptable primary ID documents

Please provide an original or originally certified copy of ONE of the following. Note that all primary documents must be current.

- Australian State/Territory driver's license containing a photograph of the person.
- Australian passport.
- Card issued by a State or Territory for the purpose of proving a person's age containing a photograph of the person.
- Foreign passport or similar travel document containing a photograph and the signature of the person.

Part II – Acceptable secondary ID documents

Should only be completed if you do not own a document from Part I

Please provide an original or originally certified copy of ONE of the following.

- Australian birth certificate.
- Australian citizenship certificate.
- Pension card issued by Centrelink.
- Health card issued by Centrelink.
- A citizenship certificate issued by a foreign government.
- A birth certificate issued by a foreign government, the United Nations or an agency of the United Nations.

AND Please provide an original or originally certified copy of ONE of the following.

- A document issued by the Commonwealth or a State or Territory within the preceding 12 months that records the provision of financial benefits to the individual and which contains the individual's name and residential address.
- A document issued by the Australian Taxation Office within the preceding 12 months that records a debt payable by the individual to the Commonwealth (or by the Commonwealth to the individual), which contains the individual's name and residential address. Please note that the TFN will be blocked out before scanning, copying or storing this document.
- A document issued by a local government body or utilities provider within the preceding three months which records the provision of services to that address or to that person (the document must contain the individual's name and residential address).

Acceptable documents for Trusts

For Regulated and Unregulated Trusts please provide an original or originally certified copy of ONE of the following.

- For government superannuation funds – a copy of the extract of the legislation establishing the government superannuation fund.
- For self managed superannuation funds or for registered managed investment schemes – a notice (such as a notice of assessment) issued by the Australia Taxation Office, evidence of regulation issued by relevant regulator or Trust Deed.
- For unregistered managed investment schemes and for all other types – Trust Deed.

Who can certify identity documents for you?

The following individuals are authorised to certify identity documents. This list may be different to other lists you are accustomed to using. One of the people on this list should certify your identity documents or we now have to reject your forms.

- 1) A legal practitioner enrolled on the roll of the Supreme Court of an Australian State or Territory, or the High Court of Australia;
- 2) A judge of a court;
- 3) A magistrate;
- 4) A chief executive officer of a Commonwealth court;
- 5) A registrar or deputy registrar of a court;
- 6) A Justice of the Peace (a.k.a. JP);
- 7) A notary public (for the purposes of Statutory Declaration Regulations 1993);
- 8) A police officer who is a member of the Australian Federal Police or of the police force of a State or Territory of Australia;
- 9) An agent of Australia Post who is in charge of an office supplying postal services to the public;
- 10) A permanent employee of Australia Post with two or more years continuous service who is employed in an office supplying postal services to the public;
- 11) An Australian consular officer or an Australian diplomatic officer (within the meaning of the Consular Fees Act 1955);
- 12) An officer with two or more years continuous service with one or more financial institutions (for the purposes of Statutory Declaration Regulations 1993) eg. bank manager;
- 13) An officer with two or more years continuous service with one or more finance companies (for the purposes of Statutory Declaration Regulations 1993) eg. finance company manager;
- 14) An officer or a representative with two or more years continuous service with one or more holders of an Australian financial services license eg. financial planner; or
- 15) A member of the Institute of Chartered Accountants in Australia, CPA Australia or the National Institute of Accountants with two or more years continuous membership eg. Accountant or CPA.

Please find below a quick reference guide on which sections you should complete of the Application Form.

Type	Please complete
Advisers please complete	The Adviser section on pages 63 and 64.
Individual and joint Investors	Compulsory sections 1, 2, 6, 7, 8, 9 and 11. Optional section 10.
Companies or other incorporated entities	Compulsory sections 1, 2, 3, 6, 7, 8, 9 and 11. Optional section 10. Section 2 must be completed for each shareholder and beneficial owner of a Proprietary Company.
Superannuation Funds	Sections 1, 2, 4, 6, 7, 8, 9 and 11. Optional section 10. Sections 2 or 3 must be completed by at least one Trustee.
Trusts or other unincorporated entities	Sections 1, 2, 5, 6, 7, 8, 9 and 11. Optional section 10. Sections 2 or 3 must be completed by at least one Trustee.

STEP 1 Investor Type Mark the appropriate box with an X

Individual <input type="checkbox"/>	Joint <input type="checkbox"/>	Company <input type="checkbox"/>	Incorporated Entities <input type="checkbox"/>	Super Fund <input type="checkbox"/>	Trust <input type="checkbox"/>	Partnership <input type="checkbox"/>
GO TO STEP 2	GO TO STEP 2	GO TO STEP 3	GO TO STEP 3	GO TO STEP 4	GO TO STEP 5	GO TO STEP 5

STEP 2 Applicant(s) Details - Individual or Joint Applicants

Details of Applicant 1

If an Individual Investor - Occupation (e.g. Teacher, Mortgage Broker, Self Employed, Retired etc)

--

Given Name(s)

--

Surname

--

Date of Birth

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

Nationality

--

ABN (If applicable)

--

Country of Residence - if you are a foreign resident for tax purposes.

--

Australian Tax File Number (TFN) (If applicable)

--

Residential Address (Must be completed) (Post Office Box is **NOT** acceptable)

--

Suburb/City/Town

--

State

--

Postcode

--

Daytime Contact Phone Number

--

Country

--

Email Address

Postal Address (If different to Residential Address) PO Box/RMB/Locked Bag/Care of (c-)/Property Name/Building Name (if applicable)

--

Suburb/City/Town

--

State

--

Postcode

--

Country

--

Details of Applicant 2

Given Name(s)

--

Surname

--

Date of Birth

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

Nationality

--

ABN (If applicable)

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continued

Regulatory/Listing Details (Select the following categories which apply to the company and provide the requested information.)

Regulated Company (Licensed by an Australian Commonwealth, State or Territory statutory regulator)

Regulator Name Licence Details (e.g. AFS Number)

Australian Listed Company Name of Market or Exchange

Majority-owned subsidiary of an Australian Listed Company Name of Market or Exchange

Australian Listed Company name

Foreign Company Identification Number issued by foreign registration body (If not registered write NOT REGISTERED)

Name of foreign registration body (If applicable)

Company Type: Public **OR** Proprietary ACN/ABN/ARBN (Must be completed)

Directors (Only required for Proprietary Companies)

How many Directors are there

Director's Names

Name	Surname
Name	Surname
Name	Surname
Name	Surname

If there are more Directors, provide their details on a separate sheet of paper and attach to this form.

Shareholders (Only required for Proprietary Companies that are not Regulated Companies)

GO TO STEP 2 and provide details of **ALL individuals who are owners** through one or more shareholdings of more than 25% of the company's issued capital.

STEP 4 Applicant Details - Superannuation Fund

Full Name of Superannuation Fund

Full Business Name of (If any)

Superannuation Fund ABN (Must be completed) Country where Superannuation Fund was established

Name of Superannuation Provider (If applicable)

Regulator Name (e.g. ASIC, APRA, ATO)

Please provide:

your Superannuation Fund Trust Deed; and complete **ONLY ONE** of the following **STEPS**:

- For Individual Trustees - **GO TO STEP 2** and provide applicant details
- OR** • For Corporate Trustees - **GO TO STEP 3** and provide applicant details

continued

Acknowledgements and Signatures

IMPORTANT: You must read the following acknowledgements. By signing this Application Form you agree to the following statements. I/We:

- confirm all details in this Application Form are true and correct;
- have personally received a paper or electronic copy of the PDS in which this Application Form is included;
- are not bankrupt or insolvent (as the case may be) and am/are able to pay my/our debts as and when they become due and that no step has been taken to make me/ us bankrupt or commence winding up proceedings, appoint a controller or administrator, seize or take possession of any of my/our assets or make an arrangement, compromise or composition with any of my/our creditors;
- am/are at least 18 years of age if I/we am/are an individual(s);
- have completed this Application Form correctly and completely;
- have taken all actions that are necessary to authorise the Application and agree to be bound by the Constitution (as it may be amended from time to time) and the PDS;
- authorise the Responsible Entity and their respective officers or agents, to do anything on my/ our behalf necessary for Units to be issued to me/us including without limitation to sign any documents necessary for Units to be issued to me/us;
- acknowledge that the information contained in the PDS is not investment advice or a recommendation that Units are suitable to me/us, given my/our investment objectives, financial situation or particular needs;
- acknowledge that the Responsible Entity may issue subsequent Unit Classes in the Fund;
- have received, read and understood the PDS in full (even if the PDS was received electronically) and I/we have made my/our own independent investigations and appraisals of the taxation, legal, commercial and credit aspects associated with the purchase of Units in the Performance Plus Series;
- have not relied in any way whatsoever on any statements made by the Responsible Entity or any of its related entities or their servants, agents, employees or representatives in relation to the Performance Plus Series and I/we acknowledge that the Responsible Entity has not made any representations to me/us regarding the suitability or appropriateness of the Performance Plus Series;
- acknowledge that I/we may be required to reinvest some or all of any distribution payable to me/ us by acquiring additional Units and/or by making a further capital contribution in respect of my/ our Units and in this circumstance, I/we acknowledge that I/we will not receive the distribution in cash;
- acknowledge that section 8 of the PDS under the heading "Taxation Summary" is provided only for the benefit of the Responsible Entity and is necessarily general in nature and does not take into account the specific taxation circumstances of me/us. I/we must seek my/our own independent advice on the taxation implications relevant to my/our own circumstances before making any investment decision;
- represent and warrant that I/we have received the PDS in Australia;
- represent and warrant that I am/we are not in the United States and I am/we are not a United States person (and not acting for the account or benefit of a United States person), and I/we will not offer, sell or resell Units in the United States to, or for the account or benefit of, any United States person;
- acknowledge that the Responsible Entity will hold any Investment Amounts, received on trust prior to the issue of any Units and any interest earned on such money will be retained by the Responsible Entity;
- agree to be bound by the Direct Debit Request Client Service Agreement as summarised in section 10.10 of the PDS;
- agree to indemnify the Responsible Entity and any other entity involved in this offering against any loss, liability, damage, claim cost or expense incurred as a result of any information, representation, declaration, statement, acknowledgment or confirmation in this Application Form being untrue or incorrect; or as a result of or in connection with my direct debit request (if any) in section 8 of this Application Form;
- if investing as a trustee, on behalf of a superannuation fund or trust I/we confirm that I/we am/ are acting in accordance with my/our designated powers and authority under the trust deed to apply for Units;
- declare that if my/our application is made in the capacity of trustee, it is not as trustee of any estate other than a complying superannuation fund or other excluded trust as defined in section 102UC of the Income Tax Assessment Act;
- acknowledge that I/we have read the page of the PDS containing the information under the heading 'Privacy'. I am/we are aware that until I/we inform the Responsible Entity otherwise, I/we will be taken to have consented to all the uses of my/our personal information (including marketing) to related organisations who tell you about services or products they offer which could be of interest to you;
- acknowledge that the Responsible Entity is not an authorised deposit-taking institution for the purposes of the Banking Act (Cth) 1959, and its obligations do not represent deposits or other liabilities of Credit Suisse Sydney Branch. Financial products issued or distributed by the Responsible Entity are subject to investment risk, including possible delays in repayment and loss of income and principal invested. Credit Suisse Sydney Branch does not guarantee or otherwise provide assurance in respect of the obligations of the Responsible Entity except to the extent of guarantees that will be put in place from time to time for the benefit of the Responsible Entity in relation to the compensation arrangements that ASIC requires of retail licensees under regulation 7.6.02AAA(1) of the corporation regulations; and
- acknowledge that neither the Responsible Entity nor any other member of the Credit Suisse group, guarantees the performance of the Performance Plus Series or its assets, or the repayment of the capital invested in the Performance Plus Series. Further, the Responsible Entity is bound by laws relating to the prevention of money laundering and the financing of terrorism, including the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (AML/CTF laws). By completing this Application Form:
 - I/we declare that I am/we are not commonly known by any other names different from those disclosed in this Application Form;
 - I/we declare that any monies used by me/us to invest in Performance Plus Series are not derived from or related to any criminal activities;
 - I/we declare that any proceeds of my/our investment will not be used in relation to any criminal activities;
 - I/we declare that any documents or information whatsoever used for verification purposes in support of my/our Application is/are complete and correct;
 - I/we agree to provide any additional information you may require for the purposes of AML/ CTF laws;
 - I/we acknowledge that it may be a criminal offence to knowingly provide false, forged, altered or falsified documents or misleading information or documents when completing this Application Form; and
 - I/we acknowledge that where a transaction is delayed, blocked, frozen or refused, and the Responsible Entity will not be liable for any loss (including consequential loss) as a result of its compliance with the AML/CTF laws.

Signatures - This section must be signed in order to process your request.

Please sign within the lines of the signature box.

Applicant 1 - Name

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Signature

Date

D	D	M	M	Y	Y	Y	Y
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Surname

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Director/
Sole Director

Trustee/
Authorised Signatory

Companies and Corporate Trustees must place a **X** in one of these boxes.

Applicant 2 - Name

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Signature

Date

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

Surname

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Director/
Sole Director

Trustee/
Authorised Signatory

Companies and Corporate Trustees must place a **X** in one of these boxes.

Applicant 3 - Name

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Signature

Date

D	D	M	M	Y	Y	Y	Y
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Surname

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Director/
Sole Director

Trustee/
Authorised Signatory

Companies and Corporate Trustees must place a **X** in one of these boxes.

If there are more Account Holders, provide their details on a separate sheet of paper and attach this form.

Privacy Statement

Computershare Fund Services Pty Limited advises that it requires information about you (including your name, address and details of the Units you hold, or which are held by a Custodian on your behalf) to be included in the Register. Information is collected to administer your investment and if some or all of the information is not collected then it might not be possible to administer your investment. Your personal information may be disclosed to the Responsible Entity, or entities in the Credit Suisse group. You can obtain access to your personal information by contacting us at the address or telephone number set out in the PDS. Our privacy policy is available on our website www.computersharefundservices.com.au

Directory

Responsible Entity

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Email csial.re@credit-suisse.com
Internet www.credit-suisse.com

DPA Issuer

Credit Suisse, Sydney Branch
Level 31 Gateway
1 Macquarie Place
Sydney NSW 2000

Registrar

Computershare Fund Services Pty Limited
Yarra Falls
452 Johnston Street
Abbotsford VIC 3067
Phone: 1300 498 264

Solicitors to the Responsible Entity

Clayton Utz
Level 34
No. 1 O'Connell Street
Sydney NSW 2000

For more information please contact

Computershare Fund Services Pty Limited

Phone 1300 498 264 (within Australia)
8.30am to 5.30pm Monday to Friday (EST)

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