

COOPER INVESTORS ASIAN EQUITIES FUND – WHOLESALE CLASS REFERENCE GUIDE

Issue Date: 1 May 2020

CONTENTS

1. Investing in the Cooper Investors Asian Equities Fund – Wholesale Class	2	5. Fees & Costs	6
2. Managing your investment	3	6. Other important information	7
3. Withdrawing your investment	4	7. Glossary	12
4. Additional Risks	5	8. Direct Debit Request Service Agreement	13

ABOUT THIS REFERENCE GUIDE

This Reference Guide ("RG") has been prepared and issued by Equity Trustees Limited ("Equity Trustees", "we" or "Responsible Entity"). The information in this document forms part of the Product Disclosure Statement ("PDS") for the Cooper Investors Asian Equities Fund – Wholesale Class ("Fund"), dated 1 May 2020.

The information provided in this RG is general information only and does not take into account your individual objectives, financial situation or needs. You should obtain financial advice tailored to your personal circumstances.

UPDATED INFORMATION

Information in the PDS and this RG is subject to change. Before making an investment in the Fund, you should ensure that you have read the PDS and RG current as at the date of your investment.

You can request a copy of the PDS and RG by visiting www.eqt.com.au/insto or calling the Investment Manager on +613 9660 2600. A paper copy of the updated information will also be provided free of charge on request.

INVESTMENT MANAGER

Cooper Investors Pty Limited
ABN 26 100 409 890
AFS Licence Number 221794
Level 1, 60 Collins Street
Melbourne, VIC 3000, Australia
T +613 9660 2600
F +613 9660 2699
cooperinvestors.com

ADMINISTRATOR AND CUSTODIAN

National Australia Bank Limited
Level 12, 500 Bourke Street
Melbourne, Victoria 3000

RESPONSIBLE ENTITY

Equity Trustees Limited
Level 1, 575 Bourke Street
Melbourne VIC 3001
ABN 46 004 031 298
AFSL 240975
T 613 8623 5000
F +613 8623 5200
eqt.com.au/insto

1. INVESTING IN THE COOPER INVESTORS ASIAN EQUITIES FUND – WHOLESALE CLASS

HOW TO INVEST

To invest in the Fund, please complete the Application Form that accompanies the PDS and make payment via electronic bank transfer (see details in the Application Form).

Completed Application Forms should be sent along with your identification documents (if applicable) to:

Cooper Investors Pty Ltd
GPO Box 804, Melbourne VIC 3001

Please note that cash cannot be accepted.

APPLICATION CUT-OFF TIMES

Applications are generally processed each week on a Wednesday, and the last day of each month. If we receive a correctly completed Application Form, acceptable identification documents (if applicable) and cleared application money:

- before 1pm (Melbourne time) each Wednesday or the last day of the month, and your application for units is accepted, you will generally receive the Application Price calculated for that Wednesday or the last day of the month; or
- on or after 1pm (Melbourne time) each Wednesday or the last day of the month, and your application for units is accepted, you will generally receive the Application Price calculated for the next Wednesday unless the last day of the month falls before then.

We reserve the right to accept or reject applications in whole or in part at our discretion. We have the discretion to delay processing applications where we believe this to be in the best interest of the Fund's investors.

APPLICATION TERMS

We will only start processing an application if:

- we consider that you have correctly completed the Application Form;
- you have provided us with the relevant identification documents if required; and
- we have received the application money (in cleared funds) stated in your Application Form.

REGULAR SAVINGS PLAN

The regular savings plan enables unitholders to invest in the Fund each month via direct debit from a nominated account. To start a regular savings plan, simply complete the relevant sections of the Application Form or complete the Direct Debit Request Service Agreement which can also be found at www.eqt.com.au/insto.

Your nominated account will be debited for the specified amount on or around the 15th day of each month or, if not a Business Day, the next Business Day (RSP Date). Your application to commence a regular savings plan must be received at least three Business Days before the RSP Date on which you wish your instructions to take effect.

Units will be issued on the basis of information contained in the PDS and this document current at the time the contributions are made.

Should a replacement PDS or Reference Guide be issued, we will notify you and inform you of any changes or updates if you continue to participate in the regular savings plan.

You may change, stop or defer a debit payment, or terminate the Direct Debit Request Service Agreement at any time with at least fourteen days' notification by writing to us. You should ensure that we receive your instructions to change, stop or defer a debit payment, or terminate the Direct Debit Request Service Agreement at least fourteen days before the RSP Date on which you wish your instructions to take effect.

If two consecutive debits are dishonoured due to insufficient funds, we may suspend your regular savings plan.

2. MANAGING YOUR INVESTMENT

AUTHORISED SIGNATORIES

You can appoint a person, partnership or company as your authorised signatory. To do so, please nominate them on the initial Application Form and have them sign the relevant sections. If a company is appointed, the powers extend to any director and officer of the company. If a partnership is appointed, the powers extend to all partners. Such appointments will only be cancelled or changed once we receive written instructions from you to do so.

Once appointed, your authorised signatory has full access to operate your investment account for and on your behalf. This includes the following:

- making additional investments;
- requesting income distribution instructions to be changed;
- withdrawing all or part of your investment;
- changing bank account details; and
- enquiring and obtaining copies of the status of your investment.

If you do appoint an authorised signatory:

- you are bound by their acts;
- you release, discharge and indemnify us from and against any losses, liabilities, actions, proceedings, claims and demands arising from instructions received from your authorised signatory; and
- you agree that our acting on any instructions received from your authorised signatory shall amount to complete satisfaction of our obligations, even if these instructions were made without your knowledge or authority.

REPORTS

Investors will be provided with the following reports:

- application and withdrawal confirmation statements;
- transaction statements; and
- (where applicable), distribution and tax statements.

Annual audited financial accounts are available on Equity Trustees' website.

UNIT PRICE AND VALUATIONS

Your investment is represented by the number of units you are allocated at the time of investment.

The NAV of units in the Fund is calculated on each Wednesday and on the last day of the month, and is calculated by deducting the value of the liabilities of the Fund from the value of its gross assets.

The Application Price of a unit in the Fund is based on the NAV divided by the number of units on issue adjusted for the Buy Spread. The unit price may rise or fall.

UNIT PRICING DISCRETIONS POLICY

Equity Trustees has developed a formal written policy in relation to the guidelines and relevant factors taken into account when exercising any discretion in calculating unit prices (including determining the value of the assets and liabilities). A copy of the policy and, where applicable and to the extent required, any other relevant documents in relation to the policy will be made available to investors free of charge on request to Equity Trustees.

ADDITIONAL INFORMATION

If and when the Fund has 100 or more direct investors, it will be classified by the Corporations Act as a 'disclosing entity'. As a disclosing entity, the Fund will be subject to regular reporting and disclosure obligations. Investors (but not Indirect Investors) would then have a right to obtain a copy, free of charge, of any of the following documents:

- the most recent annual financial report lodged with ASIC ("Annual Report");
- any subsequent half yearly financial report lodged with ASIC after the lodgment of the Annual Report; and
- any continuous disclosure notices lodged with ASIC after the Annual Report but before the date of this PDS.

Equity Trustees will comply with any continuous disclosure obligation by lodging documents with ASIC as and when required. Copies of these documents lodged with ASIC in relation to the Fund may be obtained from ASIC through ASIC's website.

3. WITHDRAWING YOUR INVESTMENT

WITHDRAWALS CUT-OFF TIMES

Withdrawal requests are generally processed each week on a Wednesday or the last day of each month.

If we receive a withdrawal request:

- before 1pm (Melbourne time) each Wednesday or the last day of the month, and your withdrawal request is accepted, you will generally receive the Withdrawal Price calculated for that Wednesday or the last day of the month; or
- on or after 1pm (Melbourne time) each Wednesday or the last day of the month, and your withdrawal request is accepted, you will generally receive the Withdrawal Price calculated for the next Wednesday unless the last day of the month falls before then .

We reserve the right to accept or reject withdrawal requests in whole or in part at our discretion. We have the discretion to delay processing withdrawal requests where we believe this to be in the best interest of the Fund's investors.

Please see the PDS for information regarding how to request a withdrawal.

PAYMENT OF WITHDRAWALS

Where we receive a large withdrawal request, we have discretion to determine that the withdrawal price applicable to that withdrawal request will be the first withdrawal price calculated following the expiry of five Business Days after the Business Day on which we have received and accepted the withdrawal request.

For these purposes, a large withdrawal request is a request that is:

- in respect of 5% or more of the Gross Asset Value (GAV) of the Fund at the time the withdrawal request is received and accepted by us; or
- received on a day on which we receive aggregate withdrawal requests for 5% or more of the GAV of the Fund on that day.

WITHDRAWALS TERMS

Once we receive your withdrawal request, we may act on your instruction without further enquiry if the instruction bears your account number or investor details and your (apparent) signature(s), or your authorised signatory's (apparent) signature(s).

We may contact you to check your details before processing your withdrawal request but are not obliged to. This may cause a delay in finalising payment of your withdrawal money. No interest is payable for any delay in finalising payment of your withdrawal money.

We are not responsible or liable if you do not receive, or are late in receiving, any withdrawal money that is paid according to your instructions.

When you are withdrawing, you should take note of the following:

- Withdrawals will only be paid to the investor.
- We reserve the right to fully redeem your investment if, as a result of processing your request, your investment balance in the Fund falls below the minimum balance set out in the PDS.
- If we cannot satisfactorily identify you as the withdrawing investor, we may reject your withdrawal request or payment of your withdrawal proceeds will be delayed. We are not responsible for any loss you consequently suffer.
- As an investor who is withdrawing, you agree that any payment made according to instructions received by post, courier, email or fax, shall be a complete satisfaction of our obligations, despite any fact or circumstances such as the payment being made without your knowledge or authority.
- You agree that if the payment is made according to these terms you, and any person claiming on your behalf, shall have no claim against us with regards to such payment.

WITHDRAWAL RESTRICTIONS

Under the Corporations Act, you do not have a right to redeem from the Fund if the Fund is illiquid. In such circumstances, you will only be able to redeem your investment if Equity Trustees makes a withdrawal offer in accordance with the Corporations Act. Equity Trustees is not obliged to make such offers.

The Fund will be deemed liquid if at least 80% of its assets are liquid assets (generally cash and marketable securities). In addition, we may at any time suspend consideration of withdrawal requests or defer our obligation to pay withdrawal proceeds if it is not possible, or not in the best interests of investors or former investors for us to do so, due to circumstances outside our control (such as restricted or suspended trading in a Fund asset).



4. ADDITIONAL RISKS

In evaluating the Fund and its prospects, investors should also consider the following:

- the success and profitability of the Fund will depend on the ability of the Investment Manager to make investments which will increase in value over time;
- the Fund, as a result of its strategies, will deviate materially from broader stock indices. Every investment is influenced by many factors that can affect both its value and the income it produces and the investment can decline as well as increase in value. As a Fund that invests in the stock market, market risk is significant.
- the value of the assets of the Fund may be affected by the general economic environment, legislation or government policy or other factors beyond the control of the Investment Manager. As a result, no guarantee can be given in respect of the future earnings of the Fund or the earnings or capital appreciation of the Fund's investments; and
- the past performance of this Fund and other funds and portfolios managed by CI are not necessarily a guide to future performance of the Fund.

In addition, unitholders should consider the following specific risks:

Emerging markets risk

While the Fund's "investment universe" includes both developed and developing countries, a significant part of the Fund will always be invested in the latter. A developing country is one that is characterised by, but not limited to, any of the following:

- low standards of living;
- low per capita levels of Gross Domestic Product (GDP);
- an industrial base that is only "emerging";

- a moderate to low Human Development Index score (normalised measure of life expectancy, literacy, education, standard of living and per capita GDP);
- undeveloped political and institutional bodies/frameworks e.g. rules of law; and
- varying levels of democratic freedom and human rights.

These factors lead to higher levels of risk in developing markets, which investors should be cognisant of when contemplating an investment in the Fund.

Derivatives risk

The Fund can use derivatives, including exchange traded options, to gain exposure to underlying assets or currencies. The Fund can suffer losses in excess of the amounts committed to relevant derivatives. The Fund will also be exposed to the risk that a derivative may not necessarily reflect the performance of the underlying asset or currency to which it is exposed. In addition, the Fund will be exposed to the counterparty risk that the other party to the derivative may not perform its obligations under the derivative.

Foreign investment risk

When the Fund holds assets in another jurisdiction it will be exposed to different legal systems, foreign currency controls, different economic and political systems, foreign legislation and foreign taxation all of which may adversely impact on the Fund.

Tax risk

The Fund or an investment in the Fund can also be subject to tax risk on the basis that tax laws and relevant administrative practices are subject to change, possibly with retrospective effect.

5. FEES & COSTS

MANAGEMENT FEE

The Responsible Entity intends to charge a management fee that will not exceed 1.13% per annum of the Net Asset Value. The Investment Manager may pay, from its fee, a rebate of a part of the fee or other payment to one or more unit holders. Under the Constitution, the Investment Manager is entitled to receive the management fee (calculated on the last Business Day of each calendar month) within 14 days of the end of each calendar month.

EXPENSES

The Responsible Entity is entitled to be reimbursed from the Fund in respect of a range of costs and expenses in relation to the proper performance of its duties which include, but are not limited to, costs associated with the Constitution (including amendments), custodial fees, unit holder meetings, audit fees, government duties and taxes, brokerage, paid independent research, performance attribution and consultancies relating to the Fund. Until further notice, the Investment Manager has elected to meet these costs and expenses from its fees.

INDIRECT COSTS

The management cost figure disclosed in the table of fees and costs in Section 6 of the PDS incorporates the estimated indirect costs incurred in connection with managing the underlying investment assets of the Fund. These indirect costs are reflected in the unit price of your investment in the Fund and include any underlying (indirect) management costs and other indirect costs. The indirect costs may vary from year to year, including to the extent that they rely on estimates.

These indirect costs may include:

- Indirect management costs (of any underlying funds): Managers of underlying funds will typically charge management fees and other costs and these fees and other costs are deducted from the underlying funds and the impact is included as part of their unit price. To the extent such underlying funds are managed by an affiliate of the Investment Manager, we will typically offset the management fee in the Fund to ensure it is not an additional cost to you.
- Indirect performance fees (of any underlying funds): Managers in underlying funds may also receive performance fees and if they apply, they will reduce the unit price of the underlying funds. These indirect performance fees will be an indirect cost to you.
- Other indirect costs: In managing the assets of the Fund, the Investment Manager may engage in trading activity in certain types of derivative financial products which are not used for hedging purposes but rather to gain or reduce market exposure e.g. derivatives such as forwards, over-the-counter (OTC) options and swap arrangements. Engaging in trading activity relating to these types of products may give rise to other indirect costs.

PERFORMANCE FEE

The performance fee is 15% of the Fund's outperformance of the Benchmark plus GST. The performance fee is calculated and paid monthly in arrears directly from the Fund.

If accrued, the performance fee will generally be paid within 30 days of the end of every month in arrears. The performance fee is deducted from the assets of the Fund and reflected in the month end unit price.

Set out below is a description of the workings of the performance fee formula. Sample workings and the complete formula may be obtained from the Investment Manager.

For these purposes:

"Opening Fund Value" means the dollar value of the Fund at the beginning of the Performance Period less redemptions made during the Performance Period.

"Performance Period" means the period from the Starting Date to the last day of the month for which the performance fee is being calculated.

"Starting Date" for a Performance Period means the first day after the Performance Period for which the last performance fee was paid or became payable (notwithstanding that it may have been waived) or, if none was paid, then the inception date of the Fund.

OUTLINE OF THE PERFORMANCE FEE FORMULA

1. Performance will be calculated for each Performance Period. The performance fee will be calculated on the Opening Fund Value. If the Investment Manager is entitled to a performance fee it will be paid monthly directly from the Fund.
2. A performance fee will be accrued and paid in any Performance Period if the accumulated performance (after the management fees and expenses but before the performance fee) of the Fund from the Starting Date until the end of the current Performance Period exceeds the accumulated performance of the Benchmark over the same time. In effect, the dollar value of under-performance relative to the Benchmark since a performance fee was last taken must be made up before further performance fees are taken.

DETAILS OF THE PERFORMANCE FEE FORMULA

1. Performance is calculated on the Net Asset Value per unit before accrued performance fees. The NAV will not accrue negative performance fees. However, performance fees which have accrued will be paid to the Investment Manager monthly.

Valuations occur weekly (close of business each Wednesday) and on the last day of each month to enable unit allotments or redemptions to occur at the time of any cash movements in or out of the Fund.

6. OTHER IMPORTANT INFORMATION

TAXATION

The following information summarises some of the Australian taxation issues you may wish to consider before making an investment in the Fund and assumes that you hold your investment in the Fund on capital account and are not considered to be carrying on a business of investing, trading in investments or investing for the purpose of profit making by sale. The information should be used as a guide only and does not constitute professional tax advice as individual circumstances may differ.

A number of tax reform measures are currently under review by the Australian Government. These reforms may impact on the tax position of the Fund and its investors. Accordingly, it is recommended that investors seek their own professional advice, specific to their own circumstances, of the taxation implications of investing in the Fund.

General

The Fund is an Australian resident trust for Australian tax purposes. Therefore, the Fund is required to determine its net income (taxable income) for the year of income. On the basis that investors are presently entitled (which is the intention of Equity Trustees) to the net income of the Fund (including net taxable capital gains) or will be attributed their share of assessable income, exempt income, non-assessable non-exempt income and tax offsets (i.e. credits) of the Fund and the Fund is not a public trading trust, the Fund should be treated as a flow-through trust for tax purposes. This means that investors should be taxed on their share of the Fund's net taxable income or the amount attributed to them, and the Fund should not be subject to Australian income tax.

In the case where the Fund makes a loss for Australian tax purposes, the Fund cannot distribute the tax loss to investors. However, the tax loss may be carried forward by the Fund for offset against taxable income of the Fund in subsequent years, subject to the operation of the trust loss rules.

Attribution Managed Investment Trust ("AMIT") – core rules

The Fund may qualify as an eligible Attribution Managed Investment Trust (AMIT), and if so, intends to elect into the AMIT regime. The AMIT legislation applies an attribution model whereby Equity Trustees as the Responsible Entity of the Fund attributes amounts of trust components of a particular character to investors on a fair and reasonable basis consistent with the operation of the Fund's Constitution, which includes provisions in relation to AMIT. Under the AMIT rules, the following will apply:

Fair and reasonable attribution: Each year, the Fund's determined trust components of assessable income, exempt income, non-assessable non-exempt income and tax offsets (i.e. credits) will be allocated to investors on a "fair and reasonable" attribution basis, rather than being allocated proportionally based on each investor's present entitlement to the income of the Fund.

Unders or overs adjustments: Where the Fund's determined trust components for a year are revised in a subsequent year (e.g. due to actual amounts differing to the estimates of income, gains / losses or expenses), then unders and overs may arise. Unders and overs will generally be carried forward and adjusted in the year of discovery.

Cost base adjustments: Where the distribution made is less than (or more than) certain components attributed to investors, then the cost base of an investor's units may be increased (or decreased). Details of cost base adjustments will be included on an investor's annual tax statement, referred to as an AMIT Member Annual Statement ("AMMA").

Large withdrawals: In certain circumstances, gains may be attributed to a specific investor, for example, gains on disposal of assets to fund a large withdrawal being attributed to the redeeming investor.

Penalties: In certain circumstances (e.g. failure to comply with certain AMIT rules), specific penalties may be imposed.

The new rules are intended to reduce complexity, increase certainty and reduce compliance costs for managed investment trusts and their investors. Where the Fund does not elect into the AMIT regime, or has made the election but the election is not effective for the income year (e.g. the Fund does not satisfy the requirements to be a managed investment trust for the income year), the Tax Law applicable to non-AMITs should be relevant. In particular, the Fund should not generally pay tax on behalf of its investors and instead, investors should be assessed for tax on any income and capital gains generated by the Fund to which they become presently entitled.

Deemed Capital Gains Tax ("CGT") Election

Eligible managed investment trusts ("MITs") may make an election to apply a deemed capital account treatment for gains and losses on disposal of certain eligible investments (including equities and units in other trusts but excluding derivatives, debt securities and foreign exchange contracts). Where the election is made the Fund should hold its eligible investments on capital account and gains/ (losses) from the disposal of eligible investments should be treated as capital gains/(losses). Capital gains arising on the disposal of eligible investments held for 12 months or greater may be eligible to be treated as discount capital gains.

Where the CGT election is not made, the Fund should hold its eligible investments on revenue account and gains/(losses) from the disposal of eligible investments should be treated as revenue gains or losses.

Controlled Foreign Company ("CFC") Provisions

There are certain tax rules (i.e. the CFC provisions) which may result in assessable income arising in the Fund in relation to investments in foreign equities, where certain control thresholds are met. If such interests were to be held at the end of the income year, the taxable income of the Fund may include a share of net income and gains (i.e. CFC attributable income) from such investments.

Taxation of Financial Arrangements (“TOFA”)

The TOFA rules may apply to certain “financial arrangements” held by the Fund. In broad terms, the TOFA regime seeks to recognise “sufficiently certain” returns on certain financial arrangements on an accruals basis for tax purposes rather than on a realisation basis. Where returns from derivative instruments are not “sufficiently certain” they will continue to be recognised on a realisation basis, unless specific tax timing elections are made.

Taxation Reform

The tax information included in this PDS is based on the taxation legislation and administrative practice as at the issue date of this PDS, together with proposed changes to the taxation legislation as announced by the Government. However, the Australian tax system is in a continuing state of reform, and based on the Government’s reform agenda, it is likely to escalate rather than diminish. Any reform of a tax system creates uncertainty as to the full extent of announced reforms, or uncertainty as to the meaning of new law that is enacted pending interpretation through the judicial process. These reforms may impact on the tax position of the Fund and its investors. Accordingly, it will be necessary to closely monitor the progress of these reforms, and investors should seek their own professional advice, specific to their own circumstances, of the taxation implications of investing in the Fund.

Tax File Number (“TFN”) and Australian Business Number (“ABN”)

It is not compulsory for an investor to quote their TFN or ABN. If an investor is making this investment in the course of a business or enterprise, the investor may quote an ABN instead of a TFN. Failure by an investor to quote an ABN or TFN or claim an exemption may cause the Responsible Entity to withhold tax at the top marginal rate, plus the Medicare Levy, on gross payments including distributions or attribution of income to the investor. The investor may be able to claim a credit in their tax return for any TFN or ABN tax withheld. Collection of TFNs is permitted under taxation and privacy legislation.

By quoting their TFN or ABN, the investor authorises Equity Trustees to apply it in respect of all the investor’s investments with Equity Trustees. If the investor does not want to quote their TFN or ABN for some investments, Equity Trustees should be advised.

GST

The Fund is registered for GST. The issue or withdrawal of units in the Fund and receipt of distributions are not subject to GST.

The Fund may be required to pay GST included in management and other fees, charges costs and expenses incurred by the Fund. However, to the extent permissible, the Responsible Entity will claim on behalf of the Fund a proportion of this GST as a reduced input tax credit. Unless otherwise stated, fees and charges quoted in this PDS are inclusive of GST and take into account any available

reduced input tax credits. The Fund may be entitled to as yet undetermined additional input tax credits on the fees, charges or costs incurred. If the Responsible Entity is unable to claim input tax credits on behalf of the Fund, the Responsible Entity retains the ability to recover the entire GST component of all fees and charges.

The impact of GST payments and credits will be reflected in the unit price of the Fund. Investors should seek professional advice with respect to the GST consequences arising from their unit holding.

AUSTRALIAN TAXATION OF AUSTRALIAN RESIDENT INVESTORS

Distributions

For each year of income, each Australian resident investor will be required to include within their own tax calculations and tax return filings the assessable income, exempt income, non-assessable non-exempt income and tax offsets (i.e. credits) of the Fund attributed to them by Equity Trustees as the Responsible Entity of the Fund.

The tax consequences for investors in the Fund depends on the tax components of assessable income, exempt income, non-assessable non-exempt income and tax offsets (i.e. credits) of the Fund attributed to them.

Investors will receive an Annual Tax Statement (or an “AMMA” for an AMIT) detailing all relevant taxation information concerning attributed amounts and cash distributions, including any Foreign Income Tax Offset (“FITO”) and franking credit entitlements, returns of capital, assessable income, and any upwards or downwards cost base adjustment in the capital gains tax cost base of their units in the Fund (in the case of an AMIT).

An investor may receive their share of attributed tax components of the Fund or net income in respect of distributions made during the year or where they have made a large withdrawal from the Fund, in which case their withdrawal proceeds may include their share of net income or attributed tax components of assessable income, exempt income, non-assessable non-exempt income and tax offsets (i.e. credits). In addition, because Australian investors can move into and out of the Fund at different points in time, there is the risk that taxation liabilities in respect of gains that have benefited past investors may have to be met by subsequent investors.

Foreign Income

The Fund may derive foreign source income that is subject to tax overseas, for example withholding tax. Australian resident investors should include their share of both the foreign income and the amount of the foreign tax withheld in their assessable income. In such circumstances, investors may be entitled to a FITO for the foreign tax paid, against the Australian tax payable on the foreign source income. To the extent the investors do not have sufficient overall foreign source income to utilise all of the FITOs relevant to a particular year of income, the excess FITOs cannot be carried forward to a future income year.

Disposal of Units by Australian Resident Investors

If an Australian resident investor transfers or redeems their units in the Fund, this may constitute a disposal for tax purposes depending on their specific circumstances.

Where an investor holds their units in the Fund on capital account, a capital gain or loss may arise on disposal and each investor should calculate their capital gain or loss according to their own particular facts and circumstances. As noted above, proceeds on disposal may include a component of distributable income. In calculating the taxable amount of a capital gain, a discount of 50% for individuals and trusts or 33 & 1/3% for complying Australian superannuation funds may be allowed where the units in the Fund have been held for 12 months or more. No CGT discount is available to corporate investors.

Any capital losses arising from the disposal of the investment may be used to offset other capital gains the investor may have derived. Net capital losses may be carried forward for offset against capital gains of subsequent years but may not be offset against ordinary income.

The discount capital gains concession may be denied in certain circumstances where an investor (together with associates) holds 10% or more of the issued units of the Fund, the Fund has less than 300 beneficiaries and other requirements are met. Investors who together with associates are likely to hold more than 10% of the units in the Fund should seek advice on this issue.

AUSTRALIAN TAXATION OF NON-RESIDENT INVESTORS

Tax on Income

The Fund expects to derive income which may be subject to Australian withholding tax when attributed by Equity Trustees as the Responsible Entity of the Fund to non-resident investors.

Australian withholding tax may be withheld from distributions of Australian source income and gains attributed to a non-resident investor. The various components of the net income of the Fund which may be regarded as having an Australian source include Australian sourced interest, Australian sourced other gains, Australian sourced dividends and CGT taxable Australian property.

We recommend that non-resident investors seek independent tax advice before investing, taking into account their particular circumstances and the provisions of any relevant Double Taxation Agreement/ Exchange of Information Agreement ("EOI") between Australia and their country of residence.

Disposal of Units by Non-Resident Investors

Based on the Fund's investment profile, generally non-resident investors holding their units on capital account should not be subject to Australian capital gains tax on the disposal of units in the Fund unless the units were capital assets held by the investor in carrying on a business through a permanent establishment in Australia. Australian tax may apply in certain circumstances if the non-resident holds their units on revenue

account. CGT may also apply in some cases where the Fund has a direct or indirect interest in Australian real property. We recommend that non-resident investors seek independent tax advice in relation to the tax consequences of the disposal of their units.

KEEPING IN TOUCH

If you have an enquiry regarding the management of the Fund please contact the Investment Manager on (03) 9660 2600.

YOUR PRIVACY

The Australian Privacy Principles contained in the Privacy Act 1988 (Cth) ("Privacy Act") regulate the way in which we collect, use, disclose, and otherwise handle your personal information. Equity Trustees is committed to respecting and protecting the privacy of your personal information, and our Privacy Policy details how we do this. It is important to be aware that, in order to provide our products and services to you, Equity Trustees may need to collect personal information about you and any other individuals associated with the product or service offering. In addition to practical reasons, this is necessary to ensure compliance with our legal and regulatory obligations (including under the Corporations Act, the AML/CTF Act and taxation legislation). If you do not provide the information requested, we may not be able to process your application, administer, manage, invest, pay or transfer your investment(s).

You must therefore ensure that any personal information you provide to Equity Trustees is true and correct in every detail. If any of this personal information (including your contact details) changes, you must promptly advise us of the changes in writing. While we will generally collect your personal information from you, your broker or adviser or the Investment Manager and Administrator directly, we may also obtain or confirm information about you from publicly available sources in order to meet regulatory obligations.

In terms of how we deal with your personal information, Equity Trustees will use it for the purpose of providing you with our products and services and complying with our regulatory obligations. Equity Trustees may also disclose it to other members of our corporate group, or to third parties who we work with or engage for these same purposes. Such third parties may be situated in Australia or offshore, however we take reasonable steps to ensure that they will comply with the Privacy Act when collecting, using or handling your personal information.

The types of third parties that we may disclose your information to include, but are not limited to:

- stockbrokers, financial advisers or adviser dealer groups, their service providers and/or any joint holder of an investment;
- those providing services for administering or managing the Fund, including the Investment Manager, Custodian and Administrator, auditors, or those that provide mailing or printing services;
- our other service providers;

- regulatory bodies such as ASIC, ATO, APRA and AUSTRAC; and
- other third parties who you have consented to us disclosing your information to, or to whom we are required or permitted by law to disclose information to.

Equity Trustees or the Investment Manager may from time to time provide you with direct marketing and/or educational material about products and services they believe may be of interest to you. You have the right to “optout” of such communications by contacting us using the contact details below.

In addition to the above information, Equity Trustees’ Privacy Policy contains further information about how we handle your personal information, and how you can access information held about you, seek a correction to that information, or make a privacy-related complaint.

Full details of Equity Trustees’ Privacy Policy is available at www.eqt.com.au. You can also request a copy by contacting Equity Trustees’ Privacy Officer on +61 3 8623 5000 or by email to privacy@eqt.com.au.

THE CONSTITUTION

The Fund is governed by a constitution that sets out the Fund’s operation (the “Constitution”). This Constitution, together with the Fund’s PDS, this RG, the Corporations Act and other laws, regulate our legal relationship with investors in the Fund. If you invest in the Fund, you agree to be bound by the terms of the Fund’s PDS, this RG and the Fund’s Constitution. You can request a copy of the Constitution free of charge. Please consider these documents before investing in the Fund.

We may amend the Constitution from time to time in accordance with the provisions in the Constitution and the Corporations Act.

ANTI-MONEY LAUNDERING AND COUNTER TERRORISM FINANCING (AML/CTF)

Australia’s AML/CTF laws require Equity Trustees to adopt and maintain a written AML/CTF Program. A fundamental part of the AML/CTF Program is that Equity Trustees must hold up-to-date information about Investors (including beneficial owner information) in the Fund.

To meet this legal requirement, we need to collect certain identification information (including beneficial owner information) and documentation (“KYC Documents”) from new investors. Existing investors may also be asked to provide KYC Documents as part of an ongoing customer due diligence/verification process to comply with AML/CTF laws. If applicants or investors do not provide the applicable KYC Documents when requested, Equity Trustees may be unable to process an application, or may be unable to provide products or services to existing Investors until such time as the information is provided.

Under the AML/CTF laws, Equity Trustees is required to submit ongoing regulatory reports to, and share collected

information with, AUSTRAC. This may include the disclosure of your personal information. Equity Trustees may be prohibited by law from informing applicants or investors that such reporting has occurred. AUSTRAC may require Equity Trustees to deny you access to your investment (temporarily or permanently). This could result in loss of the capital invested or you may experience significant delays when you wish to transact on your investment. In order to comply with AML/CTF Laws, the Responsible Entity may also disclose information that it holds about the applicant, an investor, or any beneficial owner, to its related bodies corporate or service providers, or relevant regulators of AML/CTF Laws (whether inside or outside Australia).

The Responsible Entity shall not be liable to applicants or investors for any loss you may suffer because of compliance with the AML/CTF laws.

INFORMATION ON UNDERLYING INVESTMENTS

Information regarding the underlying investments of the Fund will be provided to an investor of the Fund on request, to the extent Equity Trustees is satisfied that such information is required to enable the investor to comply with its statutory reporting obligations. This information will be supplied within a reasonable timeframe having regard to these obligations.

INDIRECT INVESTORS

You may be able to invest indirectly in the Fund via an IDPS by directing the IDPS Operator to acquire units on your behalf. If you do so, you will need to complete the relevant forms provided by the IDPS Operator and not the Application Form accompanying the PDS. This will mean that you are an Indirect Investor in the Fund and not a unitholder or member of the Fund. Indirect Investors do not acquire the rights of a unitholder as such rights are acquired by the IDPS Operator who may exercise, or decline to exercise, these rights on your behalf.

Indirect Investors do not receive reports or statements from us and the IDPS Operator’s application and withdrawal conditions determine when you can direct the IDPS Operator to apply or redeem. Your rights as an Indirect Investor should be set out in the IDPS Guide or other disclosure document issued by the IDPS Operator.

FOREIGN ACCOUNT TAX COMPLIANCE ACT (“FATCA”)

In April 2014, the Australian Government signed an intergovernmental agreement (“IGA”) with the United States of America (“U.S.”), which requires all Australian financial institutions to comply with the FATCA Act enacted by the U.S. in 2010.

Under FATCA, Australian financial institutions are required to collect and review their information to identify U.S. residents and U.S. controlling persons that invest in assets through non-U.S. entities. This information is reported to the Australian Taxation Office (“ATO”). The ATO may then pass that



information onto the U.S. Internal Revenue Service.

In order to comply with the FATCA obligations, we may request certain information from you. Failure to comply with FATCA obligations may result in the Fund, to the extent relevant, being subject to a 30% withholding tax on payment of U.S. income or gross proceeds from the sale of certain U.S. investments. If the Fund suffers any amount of FATCA withholding and is unable to obtain a refund for the amounts withheld, we will not be required to compensate investors for any such withholding and the effect of the amounts withheld will be reflected in the returns of the Fund.

COMMON REPORTING STANDARD (“CRS”)

The CRS is developed by the Organisation of Economic Co-operation and Development and requires certain financial institutions resident in a participating jurisdiction to document and identify reportable accounts and implement due diligence procedures. These financial institutions will also be required to report certain information on reportable accounts to their relevant local tax authorities.

Australia signed the CRS Multilateral Competent Authority Agreement and has enacted provisions within the domestic tax legislation to implement CRS in Australia. Australian financial institutions need to document and identify reportable accounts, implement due diligence procedures and report certain information with respect to reportable accounts to the ATO. The ATO may then exchange this information with foreign tax authorities in the relevant signatory countries.

In order to comply with the CRS obligations, we may request certain information from you. Unlike FATCA, there is no withholding tax that is applicable under CRS.

7. GLOSSARY

Application Form	The application form that accompanies the PDS
ATO	Australian Taxation Office
AUSTRAC	Australian Transaction Reports and Analysis Centre
Benchmark	MSCI All Countries Asia excluding Japan in Australian dollars net dividends
Business Day	A day other than Saturday or Sunday on which banks are open for general banking business in Melbourne
Gross Asset Value (GAV)	The value of the assets of the Fund without taking into account the liabilities of that Fund.
IDPS	Investor-Directed Portfolio Service or investor-directed portfolio-like managed investment scheme. An IDPS is generally the vehicle through which an investor purchases a range of underlying investment options from numerous investment managers
IDPS Guide	Investor-Directed Portfolio Service guide
IDPS Operator	The entity responsible for operating an IDPS.
Indirect investor	A person who invests in the Fund through an IDPS
Investor	Unless the context otherwise requires, a unit holder in the Fund. A unit holder is a member of the Fund
Net Asset Value (NAV)	The value of the assets of the Fund less the value of the liabilities of that Fund
US Person	<p>A person so classified under securities or tax law in the United States of America (“US”) including, in broad terms, the following persons:</p> <ul style="list-style-type: none"> (a) any citizen of, or natural person resident in, the US, its territories or possessions; or (b) any corporation or partnership organised or incorporated under any laws of or in the US or of any other jurisdiction if formed by a US Person (other than by accredited investors who are not natural persons, estates or trusts) principally for the purpose of investing in securities not registered under the US Securities Act of 1933; or (c) any agency or branch of a foreign entity located in the US; or (d) a pension plan primarily for US employees of a US Person; or (e) a US collective investment vehicle unless not offered to US Persons; or (f) any estate of which an executor or administrator is a US Person (unless an executor or administrator of the estate who is not a US Person has sole or substantial investment discretion over the assets of the estate and such estate is governed by non-US law) and all the estate income is non-US income not liable to US income tax; or (g) any trust of which any trustee is a US Person (unless a trustee who is a professional fiduciary is a US Person and a trustee who is not a US Person has sole or substantial investment discretion over the assets of the trust and no beneficiary (or settlor, if the trust is revocable) of the trust is a US Person); or (h) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a US Person; or (i) any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organised, incorporated or (if an individual) resident in the US for the benefit or account of a US Person.
We, us	Refers to Equity Trustees.
Wholesale Client	Persons or entities defined as such under section 761G of the Corporations Act
Wholesale Investor	In the case of a New Zealand investor, means a Wholesale Client who also meets the definition of wholesale investor under clause 3(2) of Schedule 1 of the Financial Markets Conduct Act 2013 (New Zealand)

8. DIRECT DEBIT REQUEST SERVICE AGREEMENT

This information applies only if you have indicated that you wish for your initial or additional investment amounts to be paid by direct debit. Please ensure you have provided the details of your financial institution and completed the direct debit request in the relevant sections of the Application Form.

The following is your Direct Debit Service Agreement with National Nominees Limited, **ABN 51004278899** & **User id 516260**. The agreement is designed to explain what your obligations are when undertaking a direct debit arrangement with us. It also details what our obligations are to you as your Direct Debit Provider.

We recommend you keep this agreement in a safe place for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR form.

Definitions

- **account means** the account held at your *financial institution* from which we are authorised to arrange for funds to be debited.
- **agreement means** this Direct Debit Request Service Agreement between *you* and *us*.
- **banking day means** a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.
- **debit day means** the day that payment by *you* to *us* is due.
- **debit payment means** a particular transaction where a debit is made.
- **direct debit request means** the Direct Debit Request between *us* and *you*.
- **us or we means** National Nominees Limited, (the Direct Debit Provider) *you* have authorised by signing a *direct debit request*.
- **you means** the customer who signed the *Direct Debit Request*.
- **your financial institution means** the financial institution nominated by you on the DDR at which the account is maintained.

1. Debiting your account

By signing a *Direct Debit Request*, you have authorised us to arrange for funds to be debited from *your account*. *You* should refer to the *Direct Debit Request* and this *agreement* for the terms of the arrangement between *us* and *you*.

We will only arrange for funds to be debited from *your account* as authorised in the *Direct Debit Request*. If the debit day falls on a day that is not a banking day, we may direct your *financial institution* to debit your account on the following *banking day*.

If you are unsure about which day your *account* has or will be debited you should ask your *financial institution*.

2. Amendments by us

We may vary any details of this *agreement* or a *Direct Debit Request* at any time by giving you at least fourteen **(14) days'** written notice.

3. Amendments by you

You may change, stop or defer a debit payment, or terminate this agreement by providing us with at least fourteen **(14) days** notification by writing to:

Level 1, 60 Collins St, Melbourne 3000

or by telephoning us on **(03) 9660 2600** during business hours **or** arranging it through your own financial institution.

4. Your obligations

It is *your* responsibility to ensure that there are sufficient clear funds available in your account to allow a *debit payment* to be made in accordance with the *Direct Debit Request*.

If there are insufficient clear funds in your account to meet a *debit payment*:

- (a) you may be charged a fee and/or interest by your *financial institution*;
- (b) you may also incur fees or charges imposed or incurred by *us*; and
- (c) you must arrange for the *debit payment* to be made by another method or arrange for sufficient clear funds to be in *your account* by an agreed time so that we can process the *debit payment*.

You should check *your account* statement to verify that the amounts debited from *your account* are correct.

If **National Nominees Limited** is liable to pay goods and services tax ("GST") on a supply made in connection with this *agreement*, then *you* agree to pay National Nominees Limited on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

5. Dispute

If you believe that there has been an error in debiting *your account*, you should notify us directly on **(03) 9660 2600** and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly. Alternatively you can take it up with your *financial institution* directly.

If we conclude as a result of our investigations that *your account* has been incorrectly debited we will respond to your query by arranging for your *financial institution* to adjust your *account* (including interest and charges) accordingly.

We will also notify you in writing of the amount by which your *account* has been adjusted.

If we conclude as a result of our investigations that *your account* has not been incorrectly debited we will respond to your query by providing you with reasons and any evidence for this finding in writing.

6. Accounts

You should check:

- (a) with *your financial institution* whether direct debiting is available from *your account* as direct debiting is not available on all accounts offered by financial institutions;
- (b) *your account details* which you have provided to us are correct by checking them against a recent *account statement*; and
- (c) with *your financial institution* before completing the *Direct Debit Request* if you have any queries about how to complete the *Direct Debit Request*.

7. Confidentiality

We will keep any information (including *your account details*) in *your Direct Debit Request* confidential. We will make reasonable efforts to keep any such information that we have about *you* secure and to ensure that any of *our* employees or agents who have access to information about *you* do not make any unauthorised use, modification, reproduction or disclosure of that information.

We will only disclose information that we have about you:

- (a) to the extent specifically required by law; or
- (b) for the purposes of this *agreement* (including disclosing information in connection with any query or claim).

8. Notice

If *you* wish to notify us in writing about anything relating to this *agreement*, you should write to:

Level 1, 60 Collins St, Melbourne 3000

We will notify *you* by sending a notice in the ordinary post to the address *you* have given us in the *Direct Debit Request*.

Any notice will be deemed to have been received on the third *banking day* after posting.