

Alphinity Global Sustainable Equity Fund

ARSN 649 969 228 APIR HOW1000AU

Additional Information booklet
18 October 2021

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! The information in this document forms part of the Alphinity Global Sustainable Equity Fund Product Disclosure Statement (PDS) dated 18 October 2021.

Glossary

Fund	Class A units in the Alphinity Global Sustainable Equity Fund. No other class of units in the Fund is offered in this document.
Constitution	The constitution of the Alphinity Global Sustainable Equity Fund, as amended from time to time.
Direct Investor	Investors accessing the Fund through an application submitted directly to Fidante Partners. Also referred to as unitholders.
Fidante Partners	Fidante Partners Limited, we, us, our, Responsible Entity.
Indirect Investor	Investors accessing the Fund through an IDPS or IDPS-like scheme.
IDPS	Investor Directed Portfolio Service, master trust or wrap account.
TMD	Target Market Determination. This document outlines the features of the Fund and describes the type of customers who the product is likely to be appropriate for. It also specifies distribution conditions and restrictions that will help ensure the Fund is likely to reach customers in the target market.

Fidante Partners Limited (ABN 94 002 835 592, AFSL 234668) Fidante Partners, we, our, us) is the Responsible Entity of the Alphinity Global Sustainable Equity Fund (ARSN 649 969 228) and the issuer of this PDS. In preparing the information contained in this document we did not take into account your particular investment objectives, financial circumstances, or needs. As investors' needs and aspirations differ, you should consider the applicable PDS and TMD and whether investing in this Fund is appropriate for you in light of your particular objectives, financial circumstances or needs. You should also obtain independent advice before investing in the Fund, particularly about individual matters such as taxation, retirement planning, and investment risk tolerance.

Our ultimate parent is Challenger Limited (ABN 85 106 842 371). Fidante Partners is a member of the Challenger Limited Group of companies (**Challenger Group**). Fidante Partners is not an authorised deposit-taking institution (**ADI**) for the purpose of the Banking Act 1959 (Cth), and its obligations do not represent deposits or liabilities of an ADI in the Challenger Group (Challenger ADI) and no Challenger ADI provides a guarantee or otherwise provides assurance in respect of the obligations of Fidante Partners. Investments in the Fund are subject to investment risk, including possible delays in repayment and loss of income or principal invested. Accordingly, the performance, the repayment of capital or any particular rate of return on your investments are not guaranteed by any member of the Challenger Group.

Additional information about investing

Initial Investments

You can access the Fund:

- As a Direct Investor – by completing the relevant Application Form;
- As an Indirect Investor – through your IDPS operator.

Each person should obtain and consider the Fund's TMD and PDS before making a decision about whether to acquire or continue to hold the Fund. A copy of the Fund's TMD and PDS can be obtained from your financial adviser, our Investor Services team on 13 51 53, or at www.fidante.com.au.

Direct Investors

Details of how to make your initial investment are outlined in '8. How to apply' in the PDS. Once you have made your initial investment in the Fund, you can make additional one-off investments and/or regular monthly investments via the Regular Savings Plan.

Indirect Investors

You should contact your IDPS operator for more information regarding your investment in the Fund.

Additional one-off investments

If you wish to make additional investments in the Fund, please download a copy of the current PDS, AIB, TMD and any disclosure updates. A paper copy of all these documents are available free of charge by visiting the Fidante Partners website or by calling 13 51 53.

Direct Investors

If you wish to make additional investments in the Fund, complete the relevant sections of the relevant Application Form, available from www.fidante.com.au. You must ensure all relevant sections of the Application Form are complete, including the TMD related questions.

Please ensure you have considered the Fund's TMD and PDS before making a decision about whether to make an additional investment in the Fund. A copy of the Fund's TMD and PDS can be obtained from your financial adviser, our Investor Services team on 13 51 53, or at www.fidante.com.au.

For direct investors, additional investments can be made via direct debit, electronic funds transfer, or cheque. If making your additional investment via direct debit, you will need to complete the relevant direct debit facility section on the Additional Investment Form.

All direct debits are subject to the Direct Debit Request Agreement which is available on the Fidante Partners website and contains details of how to make payments via electronic funds transfer.

Alternatively, if you are making your additional investment via cheque, you can send us written instructions. Please attach your cheque to the instructions and ensure the instructions include:

- your account number;
- the full name(s) in which your investment account is held;
- the amount you wish to invest; and
- a daytime telephone number.

Indirect Investors

You must complete the documentation which your IDPS operator requires.

Regular Savings Plan

The Regular Savings Plan (**RSP**) enables you to invest in the Fund each month via direct debit from a nominated account.

Direct Investors

To start an RSP, simply complete the relevant sections of the relevant Application Form or complete the Additional Investment Form, both available from www.fidante.com.au.

Your nominated account will be debited on or around the next business day after the 14th day of each month for the specified amount. Your application to commence an RSP must be received at least three business days before the 14th day of the month in which you wish your instructions to take effect. Participation in the RSP will be renewed annually by continuing to make contributions.

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 additional important information be issued, we will notify you and inform you of any changes or updates if you continue to participate in the RSP. You can amend, suspend, or cancel your RSP at any time. You should ensure that we receive your instructions to amend, suspend or cancel your RSP at least three business days before the 14th day of the month in which you wish your instructions to take effect. Any request received after this may result in the change not being effective until the following month.

If two consecutive debits are dishonoured due to insufficient funds, we will suspend your RSP.

Please ensure you have considered the Fund's TMD and PDS before making a decision about whether to set up an RSP. A copy of the Fund's TMD and PDS can be obtained from your financial adviser, our Investor Services team on 13 51 53, or at www.fidante.com.au.

Indirect Investors

You must complete the documentation which your IDPS operator requires.

Incomplete or rejected application forms

Under the Fund's constitution, we can accept or reject any application for units and are not required to give any reason or grounds for such a refusal.

Monies from incomplete applications will generally be held on trust for a maximum period of 30 days in a non-interest bearing account commencing on the day we receive the monies. After this period, your funds will be returned to the source of payment.

Once we receive your completed application form, the monies held will be divided by the next determined unit price to calculate the number of units that will be allocated to you.

Customer Identification Program

Direct Investors

To address money laundering and terrorism risks, verification of each customer's identity is a prerequisite for all new customers starting an investment. The requirements to verify each customer's identity will depend on what type of investor you are, e.g. individual or company etc.

You will be required to provide certified copies of your identity verification documents directly to us (refer to 'Who can certify' for a list of who can certify these documents). If the Application Form is signed under Power of Attorney we will also require a certified copy of the Power of Attorney document and a specimen signature of the attorney.

Under relevant laws, we may be required to ask you for additional identity verification documents and/or information about you, anyone acting on your behalf, or any related persons

that are beneficial owners in relation to your investment, either when we are processing your investment request or at some stage after we have issued units in the Fund. We may pass any information we collect and hold about you or your investment to the relevant government authority.

Identity verification documents

You will be required to provide valid identity verification documentation when you invest. The actual documentation required will depend on whether you are an individual investor or a non-individual investor such as a superannuation fund, a trust or a company.

We have outlined the specific documentation required in the relevant Application Form. If any documentation you provide is not in English, it must be accompanied by an original copy of an English translation prepared by an accredited translator. If we do not receive all required valid customer identity verification documents with your application, we will not be able to commence your investment. We will contact you as soon as possible if we require more information. We may also seek to re-verify your identity or collect additional information at any time after your investment has commenced.

Who can certify

You must ensure that each page of the relevant identity verification document(s) is certified. The person certifying must state in writing:

- their capacity (from the list provided); and
- on each page of the document 'this document is a true and correct copy of the original' or words to that effect.

An identity verification document may be certified as a true and correct copy of an original document by one of the following persons:

- 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, i.e. a financial adviser;
- a Justice of the Peace;
- 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), i.e. an Australian lawyer;
- a member of the Institute of Chartered Accountants in Australia, CPA Australia or the National Institute of Accountants, i.e. an accountant;
- an agent of the Australian Postal Corporation who is in charge of an office supplying postal services to the public;
- a permanent employee of the Australian Postal Corporation with two or more years of continuous service who is employed in an office supplying postal services to the public;
- a police officer;
- Australian consular officer or Australian diplomatic officer; or
- a person authorised as a notary public in a foreign country.

Other persons may also be qualified to certify documents. For a full list of eligible persons, please contact us.

Indirect Investors

Indirect Investors should refer to their IDPS operator for details of their customer identification program.

Additional information about withdrawing

How to make a withdrawal

Direct Investors

Direct Investors can request a withdrawal by telephone or fax (refer to 'Telephone and fax instructions' in this document) or in writing. A withdrawal request, either in whole or in part, once received by us may not be withdrawn without our agreement. Withdrawals can only be made to a bank account held in your name. If you make your withdrawal request by telephone or fax, we can make your withdrawal payment to a previously nominated bank account we have on file.

If you provide us with an appropriately signed, original written request, then in addition to the payment methods set out above, we can also make payments by direct credit to another bank account in your name.

We will require the following information when you make your withdrawal request:

- your account number;
- the full name(s) in which your investment account is held;
- the amount (dollars or units) you wish to withdraw;
- method of payment; and
- a daytime telephone number.

Please ensure that the appropriate signatories sign all written withdrawal instructions, including those forwarded by fax.

If you originally invested via direct debit and you make a withdrawal within the first three months of making your investment, we will only pay the withdrawal proceeds to the account that was debited when making your initial investment.

Indirect Investors

You must complete the withdrawal documentation required by their IDPS operator.

Processing your withdrawal

While withdrawals are normally processed and paid within five business days of receiving your valid withdrawal request, we may take significantly longer than this in certain circumstances (please refer to 'Delay of withdrawal payments'). If your request for withdrawal would cause your balance to fall below the current minimum balance amount of \$10,000, this may be treated as a request for full withdrawal.

For Direct Investors, we can make withdrawal payments by direct credit to your nominated account. You agree that if the type of payment you request results in bank fees being charged, we may deduct those fees from your withdrawal proceeds before remitting the net amount to you.

Generally, if the payment for your withdrawal is returned to us and remains outstanding for 1 month, we may reinvest the proceeds in the Fund. Any reinvestment of a withdrawal amount will be processed using the investment unit price current at the time of the reinvestment transaction. For more information on unit prices, refer to 'How unit prices are calculated' below.

We may determine that some or all of the withdrawal amount consists of income (which may include net capital gains), rather than capital of the Fund.

We will advise you when this is the case as soon as practicable after the end of the financial year in which the withdrawal occurred.

We have the discretion to transfer assets of the Fund to you (instead of cash) in payment (partly or fully) of the proceeds of your withdrawal request less any costs for the transfer.

We have the right to compulsorily redeem units in issue, if we give at least 30 days prior written notice to affected investors.

Delay of withdrawal payments

Withdrawals are normally processed and paid within five business days of receiving a valid withdrawal request; however, we do not guarantee this timeframe and we may take significantly longer to pay withdrawals in certain circumstances.

Withdrawals may be delayed in the following circumstances:

- under the Fund's constitution, we have 21 days to satisfy a valid withdrawal request;
- under the Fund's constitution, we can suspend withdrawals for up to 60 days (refer to 'Suspending withdrawals' below);
- we can also spread withdrawal payments, generally over four months (refer to 'Spreading withdrawals' below); or
- if the Fund becomes illiquid, we are not required to pay withdrawals unless we offer to do so (refer to 'If the Fund becomes illiquid' below).

Where multiple delays are applicable, timeframes may apply cumulatively.

Additionally, if we did not receive all required identity verification documents (as outlined in the relevant application form) at the time of investment or your withdrawal request is incomplete, we may not process your withdrawal request until these documents are received or further requirements are met.

Suspending withdrawals

We may suspend withdrawal requests for up to 60 days where:

- it is impracticable for us or we are unable to calculate the Fund's net asset value (and hence unit prices) for example because of:
 - an inability to value the assets of the Fund;
 - closure of, or trading restrictions or suspensions on, stock, commodities, futures or securities exchanges, or over-the-counter market on which any significant portion of the assets of the Fund are listed, quoted, traded or dealt; or
 - an emergency, natural disasters, acts of terrorism, insurrection, civil disorder, war, military operations or other state of affairs, or on declaration of a moratorium in a country where the Fund invests (or the Fund has exposure through any assets of the Fund (including any derivative) in which the Fund invests) or under the Corporations Act;
- we reasonably estimate that we must sell 5% or more (by value) of all the Fund's assets to meet withdrawals;
- there have been, or we anticipate there will be, withdrawal requests that will require us to realise a significant amount of the Fund's assets that would be disadvantageous to remaining investors (such as placing capital gains tax burden on remaining investors or resulting in a material diminution in the value of the assets of the Fund);
- we reasonably consider it to be in the interests of investors to do so;
- where the Fund or a class is quoted, units or units in a class cease to be quoted; or
- the law otherwise permits.

Any withdrawal requests received during a period of suspension, or for which a unit price has not been calculated or confirmed prior to the commencement of a period of suspension, will be deemed to have been received immediately after the end of the suspension period.

Spreading withdrawals

Under the Fund's constitution, we may, if we consider it to be fair to all unitholders, spread the redemption of some or all of the relevant units across more than one redemption date. Generally, we may spread a withdrawal request where:

- we receive a withdrawal request for the value of 5% or more of the number of units on issue;
- we receive, on any day, withdrawal requests that in total represent 10% or more of the number of units on issue;
- there have been, or we anticipate that there will be, withdrawal requests for 10% or more of the total units on issue in the Fund and we consider that if those requests are met rapidly this may either place a disproportionate expense or capital gains tax burden on remaining investors or meeting the requests would impact negatively on the price we could achieve in selling Fund assets or otherwise disadvantage remaining investors.

When we spread withdrawals, we may determine that a withdrawal request is four separate requests, each for a quarter (or as close to a quarter as we determine) of the total number of units in the original withdrawal request.

Each of the four (deemed) withdrawal requests will be deemed to be received by us on the same business day of the month (or next business day, if not a business day or if that day does not occur in that month) in each of the four succeeding months following the original withdrawal request.

If the Fund becomes illiquid

If the Fund is not liquid (as defined in the Corporations Act), unitholders will only be able to withdraw from the Fund if we make an offer of withdrawal to unitholders. If we do make such an offer, unitholders may only be able to withdraw part of their investment. There is no obligation for us to make withdrawal offers.

Under the Corporations Act, the Fund is regarded as liquid if liquid assets account for at least 80% of the value of the assets of the Fund. Liquid assets generally include money in an account or on deposit with a bank, bank-accepted bills, marketable securities and property of the kind prescribed under the Corporations Act.

As at the date of this PDS, the Responsible Entity expects that the Fund will be liquid.

Additional information about transactions

Transferring ownership

Direct Investors

You can generally transfer some or all of your investment to another person in such a manner and subject to such conditions as required by law and that we, from time to time, prescribe. We are not obliged to register a transfer that does not meet these criteria, or where there is an amount payable to us by the transferee or the transferor (as applicable) in respect of the units being transferred. We recommend that you obtain your own professional advice regarding your position before transferring some or all of your investment, as tax and social security laws are complex and subject to change, and investors' individual circumstances vary.

Please contact us for further information about transferring units.

Indirect Investors

Contact your IDPS operator if you wish to transfer your units.

Transaction cut-off times

Direct Investors

Generally, if your valid investment or withdrawal request is received in our Sydney office before 3:00pm Sydney time on a New South Wales business day (referred to as the transaction cut-off time), it will usually be processed using the unit price determined as at the close of business on that day. If your valid investment or withdrawal request is received after the transaction cut-off time, or on a non-business day, it will usually be processed using the applicable unit price calculated as at the close of business on the next business day.

Indirect Investors

You should contact your IDPS operator for information regarding transaction cut-off times.

Telephone and fax instructions

Direct Investors

You should understand that a person without your authority could telephone us or send us a fax and, by pretending to be you, withdraw funds from your account for their own benefit.

We take care when acting on instructions. In doing so, we perform security checks and have in place internal policies and procedures designed to reduce the risk that fraud is committed in relation to your account. In using the telephone and/or a fax facility, you agree that we are not responsible to you for any fraudulently completed communications and that we will not compensate you for any losses if we have complied with internal policies and procedures, and we have not been negligent, fraudulent or dishonest.

We will only act on completed communications that we receive. In the case of a fax, a transmission certificate from your fax machine is not sufficient evidence (unless we have otherwise agreed), that we received your fax. We will not be liable for any loss or delay resulting from the non-receipt of any transmission.

In the case of joint holdings, superannuation funds, trusts and companies, additional processes may apply and any investor or director who signs the application form may request a telephone withdrawal.

If the details of the bank account quoted at the time of making a telephone or fax withdrawal do not match the nominated bank account we have on file, the withdrawal will not proceed. You must advise us via an original, signed, written request if you wish to change your previously nominated bank account details. If you do not want withdrawals to be able to be made from your account via a telephone or fax request, we must receive an original, signed, written request to cancel these withdrawal facilities. Cancellation will be effective from the end of the second business day after receipt of this written request.

We may cancel or vary these requirements by giving you notice in writing.

Indirect Investors

You should contact your IDPS operator for information regarding how to transact.

Changes to permitted transactions

We can vary the minimum investment amounts for the Fund at any time and can also change the application or withdrawal transaction cut-off time. Under the Fund's constitution, we can refuse applications for any reason. Where we consider it to be in the interests of unitholders (such as an inability to value the Fund), we may suspend application or withdrawal requests. Any application or withdrawal requests received during the period of suspension, or for which a unit price has not been calculated or confirmed prior to the commencement of a period of suspension, will be deemed to have been received immediately after the end of the suspension period.

How unit prices are calculated

Unit prices are determined in accordance with the Fund's constitution and are usually calculated each NSW business day. The calculation of both the investment unit price and the withdrawal unit price is based on the net asset value (**NAV**) adjusted by the buy/sell spread. For information on buy/sell spreads, refer to 'Buy/sell spreads' in 'Additional information about fees and costs'.

For investment and withdrawal unit prices, the NAV is the value of all the Fund's assets attributed to the Fund less the value of the Fund's liabilities at the valuation time. When calculating the NAV, we must use the most recent valuations of the Fund's assets and the most recent determination of the liabilities. Where more than one class is on issue, the investment and withdrawal prices will be calculated for the relevant class using the NAV that is referable to that particular class.

The Fund's assets and liabilities are usually valued each NSW business day.

Generally, for unit pricing purposes, listed securities are valued using the last available market close price quoted on the relevant exchange. Other assets are generally valued at recoverable value. Any income entitlements, cash at bank, and any amount of Goods and Services Tax (**GST**) recoverable by the Fund from the Australian Taxation Office are also included in asset values used to calculate the investment and withdrawal unit prices.

Generally, for unit pricing purposes, liabilities are valued at cost. Liabilities also include an accrual for management costs (which includes management fees up to and including the calculation date and a performance fee if payable up to the date before the calculation date) and for costs (if any) that an investor would ordinarily incur when investing in the Fund's underlying assets.

Where we receive a valid transaction request before the transaction cut-off time of 3:00pm (Sydney time) on a NSW business day, the unit price will generally be determined at the next valuation time after that transaction cut-off time. This is typically referred to as 'forward pricing'.

In rare circumstances, we may suspend unit pricing where, acting in accordance with our Responsible Entity obligations to unitholders, we consider it impracticable to calculate a NAV.

We have a Unit Pricing Permitted Discretions Policy. The policy sets out how we will exercise any discretions in relation to unit pricing (such as, for example, how often we determine unit prices and valuation methodology). If we depart from our policy, we are also required to record details of this departure. You can obtain a copy of this policy or any recorded departures free of charge by calling us.

Additional information about distributions

If we pay a distribution, as a Direct Investor you may choose to have your distribution reinvested in additional units in the Fund, or paid directly to your nominated account with an Australian financial institution. Unless you have indicated otherwise, we will reinvest your distributions.

As an Indirect Investor you should contact your IDPS operator for distribution payment or reinvestment options.

The price of units issued on reinvestment of distributions is the investment price for units next determined after the close of business on the last day of the distribution period. There is no buy/sell spread reflected in this investment price. The amount of each distribution may vary. Your share of any distribution depends on how many units you hold at the end of the relevant

period as a proportion of the total number of units in the relevant class on issue at that time and the amount of distributable income referable to those units and that class.

As distributable amounts are a component of the unit price, unit prices normally fall by the distribution amount following a distribution.

The amount of income distributed each year will generally be the distributable income received by the Fund, unless we decide to distribute a different amount. Any net capital gains derived by the Fund during the financial year are generally distributed in the June distribution period.

If you invest just prior to a distribution payment, you may receive some of your investment back immediately as income. Conversely, if you withdraw from the Fund just before a distribution, you might turn income into a capital gain or reduce your capital losses.

Generally, if any distribution payments are returned to us and remain outstanding for 1 month, we may reinvest those distributions and amend your future distribution method to reinvest.

Any reinvestment of an unclaimed or returned distribution will be processed using the investment unit price current at the time of the reinvestment transaction.

Under the Fund's constitution, we have the power to make reinvestment of distributions compulsory. At the date of this document, we have no intention of making distribution reinvestment compulsory. We also have the discretion to transfer assets of the Fund to you (instead of cash) in payment (partly or fully) for a distribution amount.

If you wish to change your distribution payment instructions, please follow the process outlined below.

Direct Investors

Please mail us an original, signed, written request.

Indirect Investors

Please contact your IDPS operator for the documentation required.

Monitoring your investment

Direct investors

You can access your account information 24 hours a day, seven days a week through InvestorOnline, a secure online service which provides access to up-to-date information about your investments, including the latest unit prices, your account balance and transaction history.

We will also send you regular information about your investments, including:

- confirmation of the acceptance of your initial and one-off additional investments; this confirmation will provide details of the units issued;
- confirmation that we have processed a withdrawal request; this confirmation will provide details of the unit and dollar value withdrawn;
- a quarterly statement; and
- a consolidated annual taxation statement.

At any time, you may request a transaction statement that shows either all transactions since your last regular statement or all transactions for a specific period. We recommend that you check all statements and transaction confirmations carefully. If there are any discrepancies, please contact us or your financial adviser.

Indirect Investors

Please contact your IDPS operator for information regarding your investment in the Fund.

Keeping us informed

Direct Investors

Our records about you are important.

Please inform us in writing of any change to the personal details that you have given us. This may be a new postal address, a change of name or new bank account details. We will send you written confirmation of any changes that you request us to make to your personal details.

Indirect Investors

As an Indirect Investor, you should notify your IDPS operator of any changes to your personal details.

What happens if you choose not to disclose certain information?

If you choose not to disclose certain information, the following may apply:

- Account details: we will not be able to pay withdrawal proceeds or income distributions to you.
- Tax residency information: we may not be able to process your request, or we may be required to notify the ATO.
- Incomplete application form: unless otherwise agreed, we will not be able to process your investment request.
- If you do not provide all relevant identity verification documents, we will not be able to process your investment request.

For Australian resident investors, if you choose not to disclose your TFN, TFN exemption or ABN, we have to deduct tax at the highest marginal tax rate plus Medicare levy (and any other levies we are required to deduct, from time to time) from any amounts attributed or distributed to you (refer to 'Tax File Number' in 'Taxation considerations').

Up-to-date information about the Fund

You can obtain up-to-date Fund performance, actual asset allocations and Fund size information by contacting your financial adviser, visiting the Fidante Partners website or calling 13 51 53.

A paper copy of any updated information will be given to you, without charge, on request by contacting us.

If the Fund is a "disclosing entity" under the Corporations Act, it will be subject to regular reporting and disclosure obligations. Copies of documents lodged with the Australian Securities and Investments Commission (ASIC) in relation to the Fund may be obtained from, or inspected at, an ASIC office.

You can obtain copies of the Fund's most recent annual financial report by visiting the Fidante Partners website. A paper copy of the Fund's annual financial reports, any continuous disclosure notices, and any half yearly financial report will also be given to you, without charge, on request.

As Responsible Entity of the Fund, we may be subject to continuous disclosure obligations that require us to make material information available to investors. You can obtain a copy of the Fund's continuous disclosure information by visiting the Fidante Partners website.

How the Fund is governed

The Fund's Constitution, together with the Corporations Act and other laws, governs the way in which the Fund operates, including the rights, responsibilities and duties of the Responsible Entity and unitholders.

The Constitution

The Constitution contains the rules relating to a number of issues including:

- unitholder rights;
- the process by which units are issued and redeemed;
- the calculation and distribution of income;
- the investment powers of the Responsible Entity;
- the Responsible Entity's right to claim indemnity from the Fund and charge fees and expenses to the Fund;
- the creation of other classes of units; and
- the termination of the Fund.

The Constitution allows for different classes of units to be established (this includes reclassifying a class as being the same as another class).

The Constitution also grants us the power to quote a class of units (including Class A Units) in the Fund on a Securities Exchange.

Subject to the terms of the Constitution, while a class is quoted, we may act as a market maker for the Fund to provide liquidity for the class of units quoted on a Securities Exchange and facilitate settlements on the Fund's behalf.

We will give unitholders 30 days' written notice of any proposed quotation of a class of units.

All rights, entitlements, obligations, assets, liabilities and calculations of a unit are referable to that class of units.

It is generally thought that unitholders' liabilities are limited to the value of their holding in the Fund. It is not expected that a unitholder would be under any obligation if a deficiency in the value of the Fund was to occur. However, this view has not been fully tested at law.

Unitholders can inspect a copy of the Constitution at our head office or we will provide a copy free of charge, on request.

We may alter the Constitution if we reasonably consider the amendments will not adversely affect unitholders' rights. Otherwise (subject to any exemption under the law), we must obtain unitholder approval at a meeting of unitholders.

We may retire or be required to retire as Responsible Entity if unitholders pass a resolution approving our removal.

Termination

The Constitution, together with the Corporations Act, governs how and when the Fund may be terminated. We may terminate the Fund at any time by written notice to unitholders. On termination, a unitholder is entitled to a share of the net proceeds of our realisation of the assets in proportion to the number of units they hold in the Fund.

Unitholder meetings

The conduct of unitholder meetings and unitholders' rights to requisition, attend and vote at those meetings are subject to the Corporations Act and (to the extent applicable) the Constitution.

Compliance plan and compliance committee

We have lodged the Fund's compliance plan with ASIC and established a compliance committee for the Fund with a majority of external members. The compliance plan sets out how we will ensure compliance with both the Corporations Act and the Fund's constitution.

The compliance committee's role is to monitor compliance with the compliance plan. It must also regularly assess the adequacy of the compliance plan and report any breaches of the Corporations Act or the Fund's constitution to us. If we do not take appropriate action to deal with the breach, the compliance committee must report the breach to ASIC.

The Fund and the compliance plan are required to be audited annually.

Other parties

We have engaged a custodian to hold the assets of the Fund. The custodian has no independent discretion with respect to the holding of assets and is subject to performance standards.

The Fund has a registered company auditor. The auditor's role is to provide an audit of the financial statements of the Fund each year, as well as performing a half-yearly review (if required), and to provide an opinion on the financial statements.

Additional information about the Fund's investments

About the Fund's risk level

The risk level, also known as the Standard Risk Measure, is based on the estimated number of negative annual returns that a managed investment scheme may experience in any 20-year period. In other words, it is a measure of the expected variability of the return of the Fund.

The Fund's anticipated risk level is 'Very high risk' - the Fund offers the potential for favourable levels of return over the long term but may exhibit higher levels of volatility with the potential for capital loss over the short to medium term. The estimated number of negative annual returns in any 20-year period based on this risk level is approximately greater than 6. Note that this is an estimate only. Negative annual returns may or may not occur in consecutive years and, should they be negative, the estimate does not indicate the size of the potential negative return (which may vary considerably from strategy to strategy).

The stated risk levels are based on industry guidance and are designed to allow investors to compare investments with different investment strategies and characteristics. However, investment managers and investment administrators may employ different methodologies to determine a risk level and therefore may not be representative of the same considerations. Furthermore, it is not a complete assessment of the risks of investing, nor does it indicate if an investment strategy is designed to meet an investor's investment objectives.

For further information, or to ask about the methodology for determining the risk level, please call our Investor Services team.

Borrowings of the Fund

The Fund's constitution allows for borrowing; however, we will generally not borrow on behalf of the Fund, except from time to time to cover short-term cash flow needs or if emergency or extraordinary situations arise. Borrowings may be from a variety of sources, including related entities. Where funds are borrowed from related entities, the terms are set on a commercial and arm's length basis and will be for reasonable remuneration.

The availability and terms of borrowings are subject to the market for borrowings (including market conditions in debt and other markets) and therefore borrowings may not always be available. Lenders may refuse to provide borrowings, renew an existing borrowing facility or refuse to renew on commercially acceptable terms. This may be for reasons specific to the Fund or due to market-wide events.

We may change the lending financial institution (if any) from time to time and may also seek to vary the terms of any borrowing facility where it is believed it would be in the best interests of unitholders.

Asset allocation ranges

The Fund gains exposure to various investment markets and asset classes by investing into direct assets and/or indirectly via managed funds. References to asset allocations are references to the exposure of the Fund, not necessarily the physical unit or security held.

Refer to 'How we invest your money' for strategic asset allocations for the Fund.

If market movements, investments into or withdrawals from the Fund, or changes in the nature of an investment cause the Fund to exceed these asset allocations, or a limit set out in the PDS, this will be addressed by us or Alphinity as soon as reasonably practicable.

Making investments directly or indirectly

The Fund may make investments directly or indirectly by investing in other funds (including funds related to, or managed by, a related entity) that have investment objectives and authorised investments that are consistent with the Fund. This structure helps to minimise transaction costs and can enhance diversification.

How the Fund uses derivatives

The Fund may, at times, invest in or obtain exposure to derivatives, such as futures, options and listed warrants.

The term 'derivative' is used to describe any financial product that has a value that is derived from another security, liability, or index.

Derivatives may be used to gain exposure when they offer a more cost-effective way of purchasing the underlying security. Derivatives can be used to implement investment decisions, and as a risk management tool (such as managing the effect of foreign currency movements). They may also be used to adjust or implement investment decisions and to gain, or avoid, exposure to a particular market rather than purchasing physical assets.

Other than for managing foreign exchange risk, the notional derivatives exposure of the Fund is limited to 10% of the Net Asset Value of the Fund. All derivative positions are backed by sufficient cash and cash equivalents to meet all obligations, costs, liabilities associated with derivatives positions.

The Fund's constitution permits the use of derivatives; however Alphinity does not intend to gear the Fund through the use of derivatives. If market movements, investments into or withdrawals from the Fund, or changes in the nature of an investment result in the Fund being geared through derivatives, this will be addressed by Alphinity or us as soon as reasonably practicable. Where the Fund uses derivatives, Alphinity aims to manage the Fund so as to keep sufficient liquid assets in the Fund to meet all obligations associated with the derivatives.

The use of derivatives may expose the Fund to certain risks. Please refer to 'Derivative risk' for more information.

Labour standards or environmental, social or ethical considerations

The Responsible Entity (Fidante Partners) has delegated investment decisions for the purposes of selecting, retaining or realising investments for the Fund to Alphinity who manages the investments of the Fund in accordance with the investment management agreement. Fidante Partners' parent Challenger Limited is a signatory of the PRI Association (PRI), a leading promoter of responsible investment practices supported by the United Nations.

Fidante Partners incorporates consideration of environmental, social and governance considerations when selecting, appointing and monitoring investment managers. Fidante Partners does not adhere to any particular set of labour standards, environmental, social and ethical considerations.

As a recognised signatory of the PRI, Alphinity takes into account labour standards and environmental, social and ethical considerations when making investment decisions. Alphinity undertakes Sustainable Development Goal (SDG) benchmarking, as well as sustainability and environmental, social and corporate governance (ESG) research, supported by external expert research providers to provide a quantitative database of ESG characteristics, including labour standards, of the companies in the Fund's universe. Some of the key responsible investment factors taken into account by Alphinity are referred to below.

Sustainable Development investing – this is an investment approach that assesses the degree to which company operations and products are aligned with one or more of the United Nations Sustainable Development Goals (SDGs). This involves qualitative assessment of SDG themes (e.g. energy, climate change, health) as well as assessment of leaders in sustainability based on ESG metrics. A Sustainable Advisory Committee, which includes independent sustainability experts, supports the process by ensuring the Fund remains true to label in terms of its' sustainable investment goals, as well as facilitating team analysis and debate of any areas of controversy.

Applying the principle of sustainable development to a company requires the development of various reporting standards to measure that company's ESG, carbon footprint and SDG contribution.

These reporting standards are applied to companies in all industries, allowing a diversity of potential investments. The ability to measure and quantify companies' ESG and SDG performances provides the opportunity for a company to improve its environmental, labour, ethical, social and sustainability standards in absolute terms and also relative to its peers. This can provide sustainable benefits for current and future generations. It also allows investors to assess better performing companies within sectors.

Negative and positive screens – to 'screen' a portfolio is to apply selection criteria in order to determine whether a company is suitable for investment. Alphinity applies both negative and positive screens in its management of the Fund.

External Research Providers

Alphinity currently retains the services of external expert research providers to undertake some of the ESG and sustainability research and to provide a quantitative database of environmental, social and governance characteristics, including labour standards, of listed global companies. This is an extensive, ongoing process that evolves as new information sources are incorporated. Any new data included in the database may result in changes in a company's relative ranking. All external research providers used are disclosed in Alphinity's quarterly report available on the Fidante Partners website.

Alphinity may replace any/all external expert research providers at any time. Alphinity will inform investors of any change to the external expert research provider in the next regular communication after the change.

Sustainable investment screening

Negative screen

The negative screen precludes the Fund from investing in companies generating more than 5% of operating revenue from, or as a result of, the following activities:

- Fossil fuels (including extraction, production and electricity production from energy coming from fossil fuels), such as Thermal Coal, Natural Gas and Oil, unless the company has a clear and credible commitment to divest from the use of fossil fuels within a reasonable timeframe. This divestment commitment should also be supported by clear emissions reduction targets and commitments which are compatible with the Paris Agreement (i.e. net zero by 2050);
- High-impact fossil fuels such as Coal Seam Gas, Oil Sands and those drilling in Arctic regions, regardless of any emissions commitments they might make;
- Production of controversial fuels such as Uranium;
- Gold mining, where Gold is the primary purpose of the mine;
- Factory farming, animals in entertainment, live exports and animal testing for cosmetic products, as well as other activities which are associated with animal welfare concerns. For healthcare, we tolerate testing only where necessary, that is where the benefits to humans are significant and procedures meet internationally recognised standards. We also require policies related to animal testing are in place;
- Predatory lending and hostile debt collection;
- Addictions such as Alcohol and Gambling;
- Old growth forest logging and non-RSPO palm oil; and
- Pornography

In addition, the Fund will not invest in companies with any exposure to the manufacture or production of tobacco products or controversial weapons.

All excluded companies are removed from the investment universe, and the Fund is assessed on a monthly basis by the Sustainable Advisory Committee to ensure compliance with the negative screen. Alphinity aims to immediately exclude all companies directly involved in breaching these sustainable development negative screens. Distribution and service activities are assessed on a case-by-case basis.

However, for risk management purposes, in volatile markets, Alphinity may choose to divest a holding in a company that has breached any negative screen in an orderly manner so as not to unduly affect investment performance. The timeframe for divestment would typically be two months, subject to liquidity constraints.

Positive screen

The positive screen actively seeks companies whose operations and/ or products support the UN SDGs and provide positive ESG outcomes, as well as companies with superior ESG characteristics. The sustainability of companies, and the relative merits between companies in similar sectors, is assessed by Alphinity's ESG and sustainability team using proprietary analysis, supported by external research providers and the Sustainability Advisory Committee. Specific considerations are as follows:

Sustainability

Alphinity considers the sustainability of company revenues, and the degree to which products and services are aligned with one or more of the UN SDGs, with careful consideration of both positive and negative revenue contributions to individual SDGs and associated sub-targets and indicators.

Environmental

Alphinity considers companies' strategies and actions to address specific environmental issues arising from its operations. This includes an assessment of how each company manages its environmental impacts and the extent to which companies aim to develop and integrate existing production processes and inputs with more durable, recyclable or renewable alternatives.

Social

In order to assess labour standards and practices, Alphinity considers the management of a company's occupational health and safety risks, and any other human resource management issue that relates to company operations. Alphinity also considers a company's level of community support and engagement – the degree to which it operates as a responsible corporate citizen.

Governance

Alphinity monitors corporate governance by analysing the incorporation of strong governance structures and processes and corporate values. It considers regulatory compliance by examining the standards, transparency and appropriateness of a company's statutory reporting procedures and compliance with relevant legislation and regulatory requirements.

The final portfolio is determined by Alphinity's fundamental analysis, its' sector views, as well as its' strong focus on risk management. The process is more fully described below.

Investment universe and portfolio construction

The investment universe is comprised of stocks listed on various leading global stock exchanges. The final portfolio will be made up of between 25 and 40 stocks depending on the outcome of:

- the negative screens;
- an assessment of a company's ESG performance and sustainability characteristics;
- analysis of various quantitative factors generated in the proprietary Alphinity Quantitative Model (AQM); and
- fundamental analysis by the investment team.

Portfolio construction guidelines limit the Fund's exposure to any one company or sector.

To ensure that the financial and social analysis, as well as the screening process, are efficiently and appropriately combined, Alphinity and the Sustainable Advisory Committee maintain ongoing communication and monitoring of information sources.

Ongoing monitoring

There is ongoing monitoring of the investment, ESG and SDG merits of companies contained in the Fund's portfolio to assist in maintaining a portfolio that reflects attractive investment opportunities which meet the funds sustainable investing criteria and philosophy. These are monitored on a daily basis. If a company in the portfolio no longer meets the investment and ESG/SDG criteria, it will be sold from the portfolio in an orderly manner so as not to unduly affect the interests of unitholders adversely, typically within two months.

The review and monitoring of the portfolio and the companies held takes place actively by the investment team. The Sustainable Advisory Committee, which includes independent sustainability experts, meets monthly to review existing investments in the portfolio, as well as to consider new investments. The ESG and SDG company rating, including the negative and positive screens, are also reviewed at least monthly. Furthermore, Alphinity continually monitors the macroeconomic climate to identify emerging global and domestic trends for potential Fund impacts and opportunities. This forms part of the decision as to which stocks are included in the Fund's portfolio, its exposure to industries and the overall characteristics of the Fund.

Additional information about significant risks

The PDS summarises the significant risks associated with investing in the Fund. The below table includes further explanation of these risks.

Risk	Explanation
Collateral risk	The Fund enters into derivatives arrangements that require it to deliver (or 'post') collateral to the derivative counterparty or clearer. As a result, the Fund may be exposed to certain risks in respect of that collateral including the credit risk of the counterparty or clearer.
Counterparty risk	The Fund is, to a certain extent, reliant on external counterparties in connection with its operation and investment activities. There is a risk with these arrangements that the other party to a contract (such as derivatives contract, physical security or foreign exchange contract trade) may fail to perform its contractual obligations either in whole or part. In such circumstances, any collateral lodged with counterparties related to these derivatives may also be at risk. This may result in the investment activities of the Fund being adversely affected.
Cross-class liability risk	Where multiple classes of units are on issue in the Fund, while it is generally the case that all assets and liabilities of a unit in a particular class are referable to that class, each class is not a separate legal entity and accordingly, the assets and liabilities of each class will not be segregated. This means that all of the assets of the Fund are available to meet the liabilities of any given class even in circumstances where the assets applied to meet the class liability are not referable to that class. Such cross-class liability risk may arise where a liability is incurred in relation to a particular class but there are insufficient available assets referable to the class to meet that liability or where the losses sustained by that class are in excess of the assets referable to that class.
Currency risk	<p>Some investments held by the Fund may be denominated in a currency different to Australian Dollars. The value of these investments may fluctuate in Australian dollar terms because of fluctuations in currency exchange rates.</p> <p>As an example, a rise in the Australian dollar relative to other currencies may negatively impact investment value or returns. Conversely, a decline in the Australian dollar relative to other currencies may positively impact investment returns.</p> <p>Please refer to 'Currency strategy' in the PDS for information on Alphinity's currency management strategy.</p>
Derivative risk	<p>The value of a derivative is linked to the value of an underlying asset and can be volatile. While the use of derivatives offers the opportunity for higher gains, it can also magnify losses to the Fund. Risks associated with using derivatives might include the value of the derivative failing to move in line with that of the underlying asset, potential illiquidity of the derivative, the Fund not being able to meet payment obligations as they arise or the risk that the other party with whom the derivative contract is held will fail to perform its contractual obligations (refer to 'Counterparty risk') (and 'Collateral risk').</p> <p>Alphinity does not intend to gear the Fund through the use of derivatives. Alphinity aims to keep derivative risk to a minimum by:</p> <ul style="list-style-type: none"> • constantly monitoring the Fund's use of derivatives; • aiming to ensure that the Fund keeps sufficient liquid assets to meet all obligations, costs, liabilities and potential losses associated with derivatives; and • entering into derivative contracts with reputable counterparties.
Equity security risk	<p>The value of an individual equity security (also known as a share) may be affected by market sentiment and other factors that may impact the performance of the actual company over short or extended periods of time. Investing in shares of a company will expose an investor to many of the risks to which the individual company is itself exposed. They include many factors, such as changes in management, technology, and a company's financial health, actions of competitors, regulators and market trends. Share markets tend to move in cycles, and the individual share price of a security may fluctuate.</p> <p>Equities may also be affected by dilutive equity issuance or changes to dividend policy.</p> <p>Such risk is considered by Alphinity through its investment process and managed by maintaining a diversified portfolio of securities.</p> <p>Investment returns from international shares are also affected by exchange rate fluctuations. The currency exposure from the Fund's international equity investments may be hedged or partially hedged into the Australian dollar. Refer to 'Currency strategy' under 'How we invest your money' for more information.</p>

Fund risk	<p>Fund risk refers to specific risks associated with the Fund, such as termination, changes to fees, or changes in government policies (including taxation, investment sanctions, regulations and laws) that may affect the Fund or investors in the Fund. We may close the Fund to further investments if, for example, we consider it appropriate given the investment objective and investment strategy of the Fund. We may also terminate the Fund by notice to unitholders.</p> <p>Your investment in the Fund is governed by the terms of the constitution and the PDS of the Fund (each as amended from time to time), the Corporations Act (where applicable), and other laws. The value or tax treatment of an investment in the Fund or its underlying assets, or the effectiveness of the Fund's trading or investment strategy may also be adversely affected by changes in government policies (including taxation), regulations and laws, or changes in generally accepted accounting policies or valuation methods. Such changes could also make some investors consider the Fund to be a less attractive investment option than other investments, prompting greater than usual levels of withdrawals, which could have adverse effects on the Fund.</p> <p>There is also a risk that investing in the Fund may give different results from holding the underlying assets of the Fund directly because of:</p> <ul style="list-style-type: none"> • income or capital gains accrued in the Fund at the time of investing; and • the consequences of investment and withdrawal decisions made by other investors in the Fund; for example, a large level of withdrawals from the Fund may lead to the need to sell underlying assets which would potentially realise income and/or capital gains. <p>We aim to manage these risks by monitoring the Fund and by acting in investors' best interests. In the event of winding up the Fund, we will realise all the Fund's assets, which will generally result in the crystallisation of tax positions (both income and capital) at that time.</p>
Liquidity risk	<p>Liquidity risk is the risk that the Fund will not have adequate cash resources to meet its short-term financial commitments as they fall due (including meeting the Fund's objective and investors' expectations for payment of redemptions).</p> <p>Liquidity risk may also occur due to the absence of an established market or a shortage of buyers for an investment which can result in a loss if the holder of the investment needs to sell it within a particular timeframe.</p> <p>Liquidity risk can also occur due to pandemics and other widespread public health emergencies such as the outbreak of COVID-19 which may cause volatility and declines in markets for financial assets (refer to 'Market risk' below) which in turn may impact the liquidity of the Fund.</p> <p>Certain investments may be typically less liquid than other investments or pose a higher risk of becoming illiquid during times of market stress. The less liquid the investment, the more difficult it may be to sell the investment when it is desirable to do so or to realise what the investment manager perceives to be fair value in the event of a sale.</p> <p>If an investor or a group of investors in a fund with exposure to less liquid assets seek to make large withdrawals, then selling assets to meet those withdrawals may result in a detrimental impact on the price we receive for those assets. In certain circumstances, we may suspend or otherwise restrict withdrawals (refer to 'Withdrawal risk') to allow sufficient time for a more orderly liquidation of assets to meet the withdrawals.</p> <p>Alphinity aims to manage this risk by limiting the investments to companies with a high degree of liquidity.</p>
Market risk	<p>The Fund may experience investment losses due to factors that result in market volatility and disruption and affect the overall performance of the financial markets. These events may include changes in spreads, macro-economic, regulatory, social and political conditions, weather events, terrorism, changes in technology, the environment and market sentiment and pandemics and other widespread public health emergencies including outbreaks of infectious diseases such as COVID-19.</p> <p>Often assets from less developed regions or markets display higher levels of volatility of investment return than assets in mature markets.</p>
Service provider risk	<p>The Fund maybe reliant on external service providers in connection with their operation, such as the custodian. There is a risk with these arrangements that the service providers may default in the performance of their obligations or seek to terminate the services with the result that the Fund may be required to seek an alternative supplier and, in the interim, investment activities and other functions of the Fund may be affected.</p>
Withdrawal risk	<p>If a situation occurs where the assets that the Fund invests in are no longer able to be readily bought and sold, or market events reduce the liquidity of a security or asset class, there is a risk that the generally applicable timeframe of 5 business days for meeting withdrawal requests may not be able to be met. This is because it may take longer to sell these types of investments at an acceptable price. In this case, withdrawals from the Fund may take significantly longer than the generally applicable timeframe and may need to be suspended (see 'Suspending withdrawals' for more information).</p> <p>The maximum timeframe in which we, as Responsible Entity, have to meet a withdrawal request is set out in the constitution of the Fund. Where the Fund is not liquid (as defined in the Corporations Act), you may only withdraw when we make an offer to withdraw to all investors, as required by the Corporations Act. Please refer to 'Additional information about withdrawing' for further information about an investor's ability to withdraw when the Fund is liquid, including the timeframes, and an investor's ability to withdraw if the Fund is not liquid.</p>

Important investment terms

Investment term	Explanation
active management	A style of investment management that seeks to attain returns through active asset allocation and security selection within each asset class rather than by tracking an index.
convertible notes	A debt security that can be converted into shares at the option of the holder or the issuer.
fundamental analysis	Fundamental analysis studies everything that can affect the security's value, including macroeconomic factors (like the overall economy and industry conditions) and individual specific factors (like the financial condition and management of companies).
futures	An agreement between two parties to buy or sell a specified quantity of a specified underlying asset, at a particular time in the future and at a price agreed when the agreement is made.
high conviction	Typically, high conviction investing means taking larger positions in fewer stocks relative to the Fund's benchmark and more traditional funds. Consequently, the Fund reflects more closely the investment manager's views on which securities are likely to achieve the Fund's investment performance objective. This style of investing is therefore generally subject to a higher level of concentration risk.
hybrid equity securities	A security that combines the elements of debt securities and equity securities. Hybrid equity securities pay a rate of return or a dividend until a certain date; at which point, the holder has a number of options including converting the securities into the underlying share.
options	An agreement between two parties that conveys the right, but not the obligation, to the holder of the option to either buy or sell a specific asset at an agreed price and within an agreed period of time. If the option is not exercised during that time, the money paid for it is forfeited.
partly paid shares	Where the full price for the share (par value) was not paid when the share was acquired. The issuing company can make a 'call' when it requires the remaining amount to be paid.
quantitative analysis	Quantitative analysis is a technique that uses complex mathematical and statistical modelling, measurement and research. By assigning a numerical value to variables, quantitative analysts try to replicate reality mathematically.
redeemable preference shares	Equity shares that may be bought back by the issuing company on a specified date or a specific period of notice.
warrant	Similar to an option, it is an agreement between two parties that conveys the right, but not the obligation, to the holder of the option to either buy or sell a specific asset at an agreed price and within an agreed period of time. However, a warrant is issued by the company itself (the company will be one party to the transaction), and therefore when the warrant is exercised the transfer of shares is between the investor and the company.

Fees and other costs

This section shows fees and other costs that you may be charged. The information in this summary can be used to compare costs between different simple managed investment schemes. These fees and costs may be paid directly from your account or deducted from the returns on your investment. 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.

Fees and costs summary

Alphinity Global Sustainable Equity Fund		
Type of fee or cost	Amount ⁷	How and when paid
Ongoing annual fees and costs		
<p><i>Management fees and costs</i>^{1,2,3,4}</p> <p>The fees and costs for managing your investment</p>	<p>The management fees and costs of the Fund are 1.00% p.a. of the net asset value of the Fund</p>	<p>The amount quoted is made up of the following three components:</p> <p>Management fees, which are calculated and accrued daily and paid monthly in arrears from the Fund's assets on or around the last business day of the month.</p> <p>Indirect costs (if any), which are deducted from the Fund's assets, accrued daily in the net asset value, and then paid as and when due.</p> <p>Recoverable expenses which may be abnormal operating expenses (if any) that, if changed, will be deducted from the Fund's assets, and paid as incurred; and/or normal operating expenses and investment expenses, which are paid out of the management fee.</p>
<p><i>Performance fees</i>⁵</p> <p>Amounts deducted from your investment in relation to the performance of the product</p>	<p>We estimate that the performance fee of the Fund will be 0.00% p.a. of the net asset value of the Fund.</p>	<p>The performance fee is deducted from the Fund's assets and paid quarterly. It is calculated according to the Fund's particular methodology.</p>
<p><i>Transaction Costs</i>⁶</p> <p>The costs incurred by the scheme when buying or selling assets</p>	<p>The net transaction costs are estimated to be 0.03% p.a. of the net asset value of the Fund</p>	<p>Transaction costs are deducted from the assets of the Fund as and when they are incurred (where not otherwise recovered through the buy/sell spread).</p>
Member activity related fees and costs (fees for services or when your money moves in or out of the scheme)		
<p><i>Establishment fee</i></p> <p>The fee to open your investment</p>	<p>Not applicable</p>	<p>Not applicable</p>
<p><i>Contribution fee</i></p> <p>The fee on each amount contributed to your investment</p>	<p>Nil</p>	<p>Not applicable</p>
<p><i>Buy-sell spread</i></p> <p>An amount deducted from your investment representing costs incurred in transactions by the scheme</p>	<p>+0.25%/-0.25% of the investment or withdrawal amount</p>	<p>Charged at time of transaction and paid into the Fund when you invest in or withdraw from the Fund. The spread is reflected in the unit price.</p>
<p><i>Withdrawal fee</i></p> <p>The fee on each amount you take out of your investment</p>	<p>Nil</p>	<p>Not applicable</p>
<p><i>Exit fee</i></p> <p>The fee to close your investment</p>	<p>Not applicable</p>	<p>Not applicable</p>
<p><i>Switching fee</i></p> <p>The fee for changing your investment options</p>	<p>Nil</p>	<p>Not applicable</p>

- 1 Unless otherwise stated, all fees and costs are quoted gross of income tax and any Goods and Services Tax (GST) and reduced by any input tax credits (ITCs) or reduced input tax credits (RITCs) as applicable. Where available, the prescribed RITC rate is currently 55% or 75%, depending on the nature of the fee or cost incurred. Due to the impact of GST, ITC and RITC calculations, actual fees may vary slightly from those stated and may be rounded to two decimal places.
- 2 For certain wholesale clients (as defined in the Corporations Act) we may, at our discretion, negotiate, rebate or waive all or part of our fees. Please refer to 'Can fees be different for different investors?' in 'Fees and other costs'.
- 3 All estimates of fees and costs in this section are based on information available as at the date of this PDS and reflect the Responsible Entity's reasonable estimates of the typical fees for the current financial year. The costs component of management fees and costs is based on the Responsible Entity's estimate of the costs for the current financial year (adjusted to reflect a 12-month period). All figures have been rounded to two decimal places. Please refer to 'Management fees and costs' under the heading 'Additional explanation of fees and costs' in the AIB for more information on management fees and costs.
- 4 Please refer to 'Other payments' under the heading 'Additional explanation of fees and costs' in the AIB for more information on costs that may be payable.
- 5 The reasonable estimate of the performance fee is based on the Responsible Entity's reasonable estimate for the current financial year (adjusted to reflect a 12 month period). Past performance is not a reliable indicator of future performance and the Fund's actual performance fee will be based on the Fund's performance over the relevant period. Please refer to 'Performance fees' under the heading 'Additional explanation of fees and costs' in the AIB for more information on performance fees.
- 6 Transaction costs are the costs associated with the buying and selling of the Fund's assets. These costs include brokerage, settlement costs, clearing costs, stamp duty and other government taxes and charges and include the transactional and operational costs incurred by the underlying assets. Transaction costs are recovered from the assets of the Fund as and when they are incurred. The transaction costs are based on the Responsible Entity's estimate of the costs for the current financial year, (adjusted to reflect a 12-month period).
- 7 'Nil' means there is an entitlement under the constitution but we have elected not to charge it. 'Not applicable' means there is no entitlement for us to charge this fee.

Additional explanation of fees and costs

Management fees and costs

The costs component of management fees and costs in the 'Fees and costs summary' is based on the Responsible Entity's estimate of the costs for the current financial year (adjusted to reflect a 12 month period). All figures have been rounded to two decimal places.

You should refer to the Fund's website at www.fidante.com.au from time to time for any updates which are not materially adverse to investors.

The total management fees and costs for the Fund, outlined in the 'Fees and costs summary' above include the management fee, indirect costs and recoverable expenses. They do not include the performance fees (if payable), the Fund's buy/sell spread or the transaction costs of underlying assets (as set out below).

The Fund's management fees and costs are payable from the Fund's assets and are not paid directly from your account. Each of these are explained further below.

For details of the maximum fees permitted under the constitution of the Fund, please refer to 'Maximum allowable fees'.

Management fee

This is the fee charged for managing the investments, overseeing the Fund's operations and providing access to the Fund. The management fee of the Fund is 1.00% p.a. of the net asset value of the Fund. It is calculated and accrued daily as a percentage of the net asset value of the Fund and payable monthly in arrears.

Indirect costs

Indirect costs are those amounts paid from the assets of the Fund that we know or, where required, reasonably estimate will reduce the return of the Fund or the amount or value of the income of, or property attributable to, the Fund or an underlying managed fund in which the Fund invests. Indirect costs do not include the management fee, performance fee, or recoverable expenses as set out in this section. For example, indirect costs include charges of an underlying fund where the Fund invests in assets indirectly.

If the Fund invests in assets indirectly, that is by investing in other managed funds, certain indirect costs may be deducted from the assets of the underlying fund in which the Fund invests. Such costs will generally be accrued daily in the underlying fund and paid periodically.

Indirect costs of the Fund are estimated to be 0.00% p.a. of the Fund's net asset value.

Recoverable expenses

Normal operating expenses

We currently pay the normal operating expenses of the Fund (e.g. custody fees, audit fees, accounting fees, legal and regulatory fees) from the management fee and will not, without notice, recover these from the Fund's assets.

Abnormal expenses

We may recover abnormal expenses (such as costs of unitholder meetings, changes to the Fund's constitution and defending or pursuing legal proceedings) from the Fund's assets. Whilst it is not possible to estimate such expenses with certainty, we anticipate that the events that give rise to such expenses will not occur regularly. In circumstances where such events do occur, we may decide not to recover these abnormal expenses from the Fund's assets.

The management fees and costs set out in the 'Fees and costs summary' above include abnormal expenses of 0.00% p.a. of the net asset value of the Fund, which is the amount actually incurred by the Fund for the previous financial year including the Responsible Entity's reasonable estimates where information was unavailable at the date of this PDS. If abnormal expenses are charged, they will be recovered from the Fund's assets when they are incurred. The amount quoted is not an indication or guarantee of the amount that may be charged in the future. At the date of this PDS, there is no intention to hold a unitholder meeting nor are we aware of any legal proceedings the Fund may be a part of that may require us to recover associated abnormal expenses from the Fund.

Investment expenses

We currently pay the standard investment management costs of the Fund from the management fee.

Performance fee

A performance fee is calculated on each business day. If the Fund's daily return (after fees and expenses and after adding back any distributions paid) exceeds its defined Performance Benchmark and an absolute return performance hurdle (**Performance Hurdle**), a performance fee may be payable.

The performance fee in the 'Fees and costs summary' above is a reasonable estimate based on the Responsible Entity's reasonable estimate for the current financial year (adjusted to reflect a 12 month period). Past performance is not a reliable indicator of future performance and the Fund's actual

performance fee will be based on the Fund's performance over the relevant period. These amounts are inclusive of GST and income tax less reduced input tax credits.

The Performance Benchmark

The Performance Benchmark is the daily return of MSCI World Net Total Return Index (AUD) (**Performance Benchmark**).

The Fund must outperform the Performance Benchmark and the Performance Hurdle before the performance fee becomes payable.

The Performance Hurdle

The absolute return Performance Hurdle is the Reserve Bank of Australia's cash rate target (**RBA Cash Rate Target**) at the start of the calculation period, pro-rated quarterly. The Fund must outperform the Absolute Return Performance Hurdle before the performance fee becomes payable.

How is the performance fee calculated and paid?

The performance fee is calculated as 10% of the difference between the Fund's daily return (after fees and expenses and after adding back any distributions paid) and the Performance Benchmark.

The performance fee payable is calculated on each business day. This daily performance fee amount can be positive or negative depending on whether or not the Performance Benchmark has been exceeded for that day. The cumulative performance fee amount on any given business day is the aggregate of all the daily performance fee amounts (both positive and negative) since a performance fee was last paid from the Fund up to and including the day before the calculation date (**Cumulative Performance Amount**).

Generally, the greater the investment performance of the Fund, the greater the Cumulative Performance Amount and therefore the greater the overall management costs for the Fund. The performance fee is estimated as 0.00% p.a. of net asset value of the Fund, calculated based on the Responsible Entity's reasonable estimate for the current financial year.

If, on any given business day, the Cumulative Performance Amount is positive, then this positive amount will be incorporated into the Fund's unit price. Any day where a negative fee is calculated, this will be deducted from any positive accumulated fee to reduce the Cumulative Performance Amount.

If, on any given business day, the Cumulative Performance Amount is negative, then no performance fee amount will be reflected in the Fund's unit price. The negative amount will need to be carried forward and will need to be offset by future positive performance fee amounts before any performance fee becomes payable.

The performance fee if payable, will be paid from the Fund for quarterly performance fee periods, ending 31 March, 30 June, 30 September and 31 December, where:

- the Cumulative Performance Amount for the Fund is positive and exceeds the Performance Hurdle; and
- the Fund's return is also positive for the relevant quarterly performance fee period.

If the Cumulative Performance Amount is positive and exceeds the Performance Hurdle, but the Fund's return (after fees and expenses) is negative, the performance fee is carried forward to the next quarterly performance fee period.

If the Cumulative Performance Amount is positive but does not exceed the Performance Hurdle, the performance fee is carried forward to the next quarter.

If the Cumulative Performance Amount at the end of a performance period is negative, no performance fee is payable to the Responsible Entity for that performance fee period and that amount must be subtracted from the Cumulative Performance Amount for the next performance fee period.

For historical performance fees, please contact our Investor Services team. For additional information about how unit prices are calculated please refer to 'How unit prices are calculated' in this document.

Performance fee – worked dollar example

The table below provides a dollar fee example based on an investor with a \$50,000 investment in the Fund. The example assumes no other applications or withdrawals have been made and the performance of the Fund and the Performance Benchmark remains constant during the relevant period. The performance fee is calculated and accrued (where applicable) into the unit price. For additional information about how unit prices are calculated, please refer to 'How unit prices are calculated'. The unit price of the Fund is assumed to be \$1.00 per unit. Please note that this is just an example and should not be taken as an indication or guarantee of future performance, nor an indication of the performance fee that may be charged in the future. We do not provide any assurance that the Fund will achieve the performance used in the examples and you should not rely on this in determining whether to invest in the Fund.

Example: the Fund's performance exceeds the Performance Benchmark and Performance Hurdle and overall the Fund's performance is positive	
Daily performance fee calculation	How and when paid
<p>This example uses a unit price of \$1 for illustrative purposes only.</p> <p>For the period 1 January to 2 January we assume:</p> <ul style="list-style-type: none"> the investment amount is \$50,000 as at 1 January; the unit price increased from \$1.00 to \$1.02 (i.e. a 2% increase); the MSCI World Net Total Return Index (AUD) return for the period was 1.5% and the RBA cash rate for the performance period was 1%; and no distributions were paid. <p>Performance benchmark per unit = \$1.00 + (1.5% x \$1.00) = \$1.015</p> <p>Fund outperformance per unit = \$1.02 – \$1.015 = \$0.005</p> <p>In this example, the Fund's performance (2%) has exceeded the Performance Benchmark (1.5%) and the Performance Hurdle (1%). The amount payable is calculated as follows.</p> <p>Performance fee per unit = \$0.005 x 10% = \$0.0005</p> <p>Total performance fee payable = \$0.0005 x 50,000 units = \$25</p> <p>Net asset value of investment amount as at 2 January = 50,000 units x \$1.02 = \$51,000</p> <p>The total performance fee of \$25 is accrued and reflected in the next day's unit price.</p>	<p>Accrued in the Fund's unit price the next day and deducted directly from the Fund after the end of the performance period.</p> <p>A performance fee will be payable.</p>

Example: the Fund's performance does NOT exceed the Performance Benchmark and Performance Hurdle and overall the Fund's performance is positive	
Daily performance fee calculation	How and when paid
<p>This example uses a unit price of \$1 for illustrative purposes only.</p> <p>For the period 1 April to 2 April we assume:</p> <ul style="list-style-type: none"> the investment amount is \$50,000 as at 1 April; the unit price increased from \$1.00 to \$1.01 (i.e. a 1% increase); the MSCI World Net Total Return Index (AUD) return for the period was 1.5% and the RBA cash rate for the performance period was 1.5%; and no distributions were paid. <p>Performance benchmark per unit = \$1.00 + (1.5% x \$1.00) = \$1.015</p> <p>Fund underperformance per unit = \$1.01 – \$1.015 = –\$0.005</p>	<p>A performance fee will not be accrued in the unit price.</p> <p>The negative amount will be carried forward and will be used to offset against any positive performance fee amounts.</p>

Example: the Fund's performance does NOT exceed the Performance Benchmark and Performance Hurdle and overall the Fund's performance is positive

Daily performance fee calculation

How and when paid

In this example, the Fund's performance (1%) has underperformed the Performance Benchmark (1.5%) and the Performance Hurdle (1.5%). The amount to carry forward is calculated as follows:

Performance fee per unit

= $-\$0.005 \times 10\% = -\0.0005

Total performance fee to be carried forward

= $-\$0.0005 \times 50,000 \text{ units} = -\25

Net asset value of investment amount as at 2 April

= $50,000 \text{ units} \times \$1.01 = \$50,500$

A performance fee will not be payable. The negative amount will be offset against any future positive performance fee amounts.

Transaction costs

Transaction costs are the costs associated with the buying and selling of the Fund's assets. These costs include brokerage, settlement costs, OTC derivative costs, clearing costs, stamp duty and other government taxes or charges and include underlying security buy/sell spreads and the transaction costs incurred by the underlying assets.

The total gross transaction costs incurred by the Fund for the last financial year were approximately 0.03% p.a. of the net asset value of the Fund, including the Responsible Entity's reasonable estimates where information was unavailable at the date of this PDS. The transaction costs shown in the 'Fees and costs summary' are net of any amount recovered by the buy/sell spread. The net transaction costs of the Fund (representing the total gross transaction costs minus the total amount recovered through the buy/sell spread of (+0.25%/-0.25%) incurred for the last financial year were 0.03% p.a. of the net asset value of the Fund, including the Responsible Entity's reasonable estimates where information was unavailable at the date of this PDS.

Transaction costs are not included in the management fees and costs. Instead they are paid from the assets of the Fund as and when they are incurred and therefore (where not otherwise recovered through the buy/sell spread) are an additional cost to you.

Total fees and costs

Based on the estimated costs outlined in this section, the estimated total of the amounts for management fees and costs, performance fees and net transaction costs is estimated as 1.03% p.a. of the net asset value of the Fund. The dollar figure of these estimated total management fees and costs, performance fees and net transaction costs based on an investment balance of \$50,000 is \$515.

Buy/sell spreads

The buy/sell spread is a type of transaction cost that the Responsible Entity may charge to investors to recover some or all of the transaction costs of the Fund. The purpose of the buy/sell spread is to ensure that only those investors transacting in the Fund's units at a particular time bear the Fund's costs of buying and selling the Fund's assets as a consequence of their transaction.

The buy/sell spread for the Fund is stated as a percentage of the investment or withdrawal amount and is the difference between the investment unit price and the withdrawal unit price. It reflects an estimate of the transaction costs expected to be incurred in buying and selling the Fund's assets as a result of investments and withdrawals made by investors.

This estimate may take into account factors such as (but not limited to) historical transaction costs and anticipated levels of investments and withdrawals. It is expected that brokerage will make up the vast majority of transaction costs.

The current buy/sell spread of the Fund is +0.25%/-0.25%; however a different buy/sell spread may apply if the estimate changes.

We have discretion to waive or reduce the transactional and operational costs on investments or withdrawals where no or reduced costs are incurred. We will provide notification to unitholders of any changes to buy/sell spread transaction costs on the Fidante Partners website.

Any difference between total gross transaction costs and the amounts recovered from the buy/sell spread from transacting investors is an additional cost that is borne by all investors of the Fund.

Please note that while the buy/sell spread is an additional cost to you, it is not a fee paid to us or Alphinity. It is paid to the Fund and is reflected in the Fund's unit price.

Buy/sell spread example

- The current buy spread on an investment in the Fund is +0.25%. Therefore, the cost of an investment of \$50,000 into the Fund would be \$125.
- The current sell spread on a withdrawal from the Fund is -0.25%. Therefore, the cost on a withdrawal of \$50,000 from the Fund would be \$125.

Please note that this is just an example. In practice, actual transaction costs will depend on the amount you invest or withdraw.

Further information about fees and costs

Can fees be different for different investors?

Yes; we may negotiate, rebate, or waive fees for wholesale clients (as defined in the Corporations Act), where permitted by law. We do not negotiate fees with retail investors.

Borrowing costs

Borrowing costs are the costs associated with borrowing money or securities. The Fund may enter into borrowing facilities and, if so, the costs of a borrowing facility would be deducted from the Fund and not paid for by us from the fees we receive.

Government charges and GST

Government taxes such as stamp duty and Goods and Services Tax (**GST**) may apply to the Fund or your investment. Unless otherwise stated, all fees and costs are quoted inclusive of any GST and net of any input tax credits (**ITCs**) or reduced input tax credits (**RITCs**) that are expected to be available to the Fund.

Where RITCs are available, the prescribed rate is currently 55% or 75%, depending on the nature of the fee or cost incurred. Please refer to 'Taxation considerations' for additional information on GST.

Other payments

We may pay fees from our resources to some IDPS or other platform operators because they make the Fund available through their investment service. These fees may be rebated to the Indirect Investor investing in the Fund through the service or in some circumstances may be retained by the operator and include:

- for each IDPS operator, product access payments of up to \$20,000 p.a.; and/or
- where permitted by law, fund manager payments of up to 0.55% p.a. of the amount invested by the Fund.

These payments are made from our own resources so that they are not an additional cost to the Fund or its unitholders.

Adviser remuneration

Adviser service fees

You and your financial adviser may agree that you will pay an adviser service fee for the provision of ongoing services by your financial adviser in relation to your investment. This fee will be paid to the Australian financial services licensee responsible for your adviser (or your adviser directly if they are the licensee). You do not have to agree to these fees if you choose not to.

Where it has been agreed, the adviser service fee may be an amount of up to 1.1% p.a. of your account balance, negotiated with your financial adviser and to be calculated and paid on a monthly basis. You and your financial adviser may agree to this fee being deducted from your Fund account. Where you agree to pay an adviser service fee, you also authorise us to withdraw units you hold in the Fund to pay this fee on your behalf. There may be capital gain or capital loss consequences on the withdrawal. For more information, please refer to 'How managed investment schemes are taxed'.

We will not deduct the adviser service fee if your balance in your Fund account is less than \$1,000.

Adviser service fee example

If your account balance in the Fund is \$50,000, and you agree to pay a maximum adviser service fee of 1.1% p.a., this will equate to \$45.83 per month. You or your financial adviser may cancel the adviser service fee at any time.

Maximum allowable fees

The Constitution allows certain maximum fees (see table below), and allows for expenses of the Fund (whether normal or abnormal expenses), such as registry, audit, taxation, advice, investment management and offer document costs to be paid directly from the Fund.

Fee	Maximum amount
Contribution fee (currently not charged)	5.00% of the contribution amount
Management fee (currently charged at 1.00% p.a.)	3.00% p.a. of the net asset value of the Fund
Withdrawal fee (currently not charged)	5.00% of the withdrawal amount
Performance fee (currently charged at 10% of the Fund's net return above its benchmark)	20% of the difference between the Fund's daily return (after fees and expenses and after adding back any distributions paid) and the performance benchmark (being the daily return of the MSCI World Net Total Return Index (AUD)).
Switching fee (currently not charged)	Contribution fee plus \$50 (CPI adjusted)

The Constitution does not place any limit on the amount of the expenses that can be paid from the Fund.

Indirect (or alternative form) remuneration

We may provide benefits to other financial services intermediaries where the law permits. If we do, we will provide these benefits from our own resources so that they are not an additional cost to the Fund or its unitholders.

We maintain a register (in compliance with the relevant regulatory requirements) summarising alternative forms of remuneration that are paid or provided to Australian financial services licensees and/or their representatives. Registers are publicly available and if you would like to review our register, please contact us.

Can the fees change?

All fees can change. Reasons for this might include changing economic conditions and changes in regulation. We will give unitholders 30 days' written notice of any proposed increase in fees. We cannot charge more than the Constitution allows. If we wish to raise fees above the amount allowed for in the Constitution, we would first need to obtain the approval of unitholders. We also reserve the right to waive or reduce any of the fees and costs described in this PDS without prior notice.

Taxation considerations

How managed investment schemes are taxed

The Australian tax commentary below is of a general nature and is based on our understanding of the Australian tax laws, as at the date of this document, as they relate to Australian resident individual taxpayers who hold their investment on capital account. It does not take into the account the Australian or New Zealand tax treatment of New Zealand resident taxpayers. Any information contained therein should be used as a guide only and does not constitute professional taxation advice as individual circumstances may differ. Fidante Partners is not a registered tax (financial) adviser and is not licensed or authorised to provide tax advice. We recommend that you obtain your own professional advice regarding your position, as tax and social security laws are complex and subject to change, and investors' individual circumstances vary.

Taxation of the Fund

The Attribution Managed Investment Trust (**AMIT**) legislation applies to qualifying Managed Investment Trusts (**MITs**) that make an irrevocable election to become an AMIT. The Responsible Entity has determined that the Fund will elect to become an AMIT from the 2021 financial year.

An AMIT must attribute its taxable income to investors on a fair and reasonable basis, and investors are advised of their share of the taxable income via an AMIT Member Annual Statement (**AMMA Statement**). The Fund will generally not be liable to pay income tax on its taxable income on the basis that it will attribute all determined trust components (i.e. assessable income, exempt income and non-assessable non-exempt income) to members each year. If the Fund were to cease being an AMIT, it should also generally not be liable to pay income tax on the basis that unitholders are presently entitled to the Fund's distributable income.

Other key features of the AMIT regime include: income character retention; deemed fixed trust status; an ability for adjustments and errors at the trust level to be carried forward and dealt with in the year in which they are discovered; adjustments (upwards and downwards) made to investors' cost bases for CGT purposes, and their costs for revenue purposes, where there are differences between the amount distributed and the amount attributed on an AMMA statement; and clarification of the treatment of tax deferred distributions.

The MIT capital account election regime permits eligible MITs to make an irrevocable election to adopt capital account treatment for certain types of assets (broadly shares, units and real property) for income years to which the election applies. We, as Responsible Entity, intend to make an irrevocable election in respect of the Fund and accordingly deemed capital treatment will apply in respect of the qualifying assets for the income years to which the election applies.

Additionally, there is arm's length income legislation that applies to MITs. Under this legislation, excess income generated by a MIT from non-arm's length arrangements may be determined to be subject to tax at 30%. It is not expected that the arm's length income provisions will impact the Fund.

The Taxation of Financial Arrangement (**TOFA**) provisions apply on a mandatory basis to qualifying taxpayers in respect of certain financial arrangements. Broadly, the TOFA provisions recognise certain gains and losses on financial arrangements on an accruals basis, which may result in a taxing point prior to the realisation of the investment. As at the date of this document, we, as Responsible Entity of the Fund, have not made an election to apply one of the elective methods under TOFA.

Tax losses incurred by the Fund will remain in the Fund and can be applied to reduce the Fund's income in future years (subject to the Fund satisfying the specific provisions of the trust loss carry forward legislation).

Tax position of Australian resident investors

You will generally be required to include in your assessable income your attributed income of the Fund. There may be instances where your attributed share of the taxable income of the Fund exceeds the distribution you receive from the Fund.

Where investors disagree with the allocation of taxable income in an AMMA Statement, they may give a 'member choice' to the Commissioner of Taxation. In the event investors make a member choice, the constitution provides that the investors will indemnify us for all costs and liabilities incurred as a result of the member choice.

CGT cost base reductions or uplifts may occur where taxable income attributed is either less than or greater than, respectively, the total of both cash distributed and tax offsets attributed for an income year. Where cost base reductions or uplifts occur, this will affect the CGT position of the investment. For those investors who have a zero cost base in their units, or where the total cost base reduction amount exceeds the cost base of their units, a capital gain may arise to these investors for that year. Investors should maintain records of their cost base adjustments. You may also be entitled to tax

offsets (franking credits and/or foreign tax offsets) attributed by the Fund. Provided investors satisfy certain provisions of the Tax Act, investors may be able to utilise these offsets against their tax liability on the taxable components of the distributions. In order to claim the amount of tax offsets, investors must include the amount of the offsets in their assessable income.

We will advise each investor of their share of tax offsets in the AMMA statement.

The disposal of units (for instance by withdrawal or transfer) may give rise to a capital gains tax liability or a capital loss. Investors who have held their units on capital account for more than 12 months may be entitled to a capital gains tax discount.

Non-resident account holder reporting requirements

As a result of an increased international focus on account holder data exchange, a number of countries have legislated that financial institutions (which includes us) identify and report certain information about the financial accounts of investors. The regimes include the United States Foreign Account Tax Compliance Act (**FATCA**) and the OECD's Common Reporting Standard (**CRS**). To comply with our obligations under various reporting legislation we will provide to the ATO such data as required in respect of your investment with us. This will be required if you are a US citizen or a foreign tax resident of any jurisdiction outside of Australia. If we have attempted to confirm your tax status with you but have been unable to do so, we may still be required to notify the ATO.

Goods and Services Tax (GST)

GST is not payable on the issue, withdrawal or transfer of units in the Fund, as these are input-taxed financial supplies for GST purposes. However, GST will generally be incurred on various acquisitions made by the Fund, including the acquisition of investment management services. In certain specified circumstances, the Fund may be entitled to input tax credits (**ITCs**), or reduced input tax credits (**RITCs**) at the prescribed percentage of 55% or 75% depending on the acquisition. Any available ITCs or RITCs effectively reduce the non-recoverable GST cost incurred.

Tax File Number

On your application form you may provide us with your Tax File Number (**TFN**), or TFN exemption. Alternatively, if you are investing in the Fund in the course of an enterprise, you may quote an Australian Business Number (**ABN**). It is not compulsory for you to quote a TFN, exemption or ABN, but if you do not, then we are required to deduct tax from your attributed or distributed amounts at the highest marginal tax rate plus the Medicare levy (and any other levies we are required to deduct, from time to time). The collection of TFNs is authorised, and their use is strictly regulated by tax and privacy laws. Non-residents are generally exempt from providing a TFN, however may be required to provide other information.

How to exercise cooling-off rights

The repayment of your investment under the cooling-off right is subject to an adjustment for market movements (both positive or negative) during the period in which the investment has been held. We may also deduct a reasonable charge for our administration costs.

Direct Investors

If you are a Direct Investor and you wish to exercise the cooling off rights, we must receive your written instructions at our office before the expiry of the cooling-off period. This cooling-off right must be exercised within 14 days from the earlier of:

- when you receive confirmation of your investment; or
- the end of the fifth business day after the day on which your units were issued or sold to you.

Indirect Investors

If you are an indirect investor, you should seek advice from your financial adviser or IDPS operator about the cooling-off rights (if any) that might apply to your investment in or through your IDPS.

Wholesale clients

These cooling-off rights do not apply to wholesale clients (as defined in the Corporations Act). Please note that as an investor in the Fund you will not necessarily be a wholesale client for the purposes of the Corporations Act.

Additional information about making a complaint

As part of our commitment to providing quality service to our Investors, we endeavour to resolve all complaints quickly and fairly. Our policy is to acknowledge any complaint within 24 hours or as soon as practical after receiving it and investigate, properly consider, and decide what action (if any) to take and to provide a final response to you within 30 calendar days for standard complaints. If you have a particular complaint regarding your investment, please do not hesitate to contact us by calling our Investor Services team on 13 51 53 or by writing to:

Complaints and Disputes Resolution Officer

Fidante Partners
Reply Paid 86049
Sydney NSW 2001

If you are not satisfied with our response or how the complaint has been handled (or we have not responded within 30 days) you may contact the following external dispute resolution scheme.

The Australian Financial Complaints Authority (AFCA)

GPO Box 3
Melbourne VIC 3001
Tel: 1800 931 678
www.afca.org.au

email: info@afca.org.au

AFCA provides fair and independent financial services complaint resolution that is free to consumers.

New Zealand investors must send all complaints in writing to the Financial Markets Authority, New Zealand.

Indirect Investors may either contact their IDPS operator or us with complaints relating to the Fund. Complaints regarding the operation of an IDPS should be directed to the IDPS operator. If a complaint is first raised with an IDPS operator and an Indirect Investor is not happy with how the complaint has been handled, they should raise that with the IDPS operator or the IDPS operator's external dispute resolution service.

Privacy

We collect, use and disclose personal information to:

- process your application;
- provide and administer your investment and send you information;
- improve and personalise our products and services;
- conduct product and market research;

- inform you about other products and services that may be useful to you; and
- comply with our obligations under the law, including with respect of anti-money laundering, financial services and taxation laws.

We collect personal information from you and, if relevant, from your financial adviser. We may take steps to verify the information collected. Where you provide us with personal information about someone else (for example, your power of attorney, or related persons including the beneficial owners connected with your investment) you must have their consent to provide their personal information to us.

If you decide not to provide certain information, we may not be able to process your investment or future withdrawal requests, or will have to deduct tax from any amounts attributed or distributed to you at the highest marginal tax rate plus the Medicare levy (and any other levies we are required to deduct, from time to time).

Disclosing your information

We disclose your information to your financial adviser. In addition, we may disclose information we hold about you:

- if you consent to the disclosure;
- if the disclosure is required or authorised by law;
- to organisations acting on our behalf (for example, sending your statements);
- to professional service firms that provide services to us such as legal and audit services, or data or information services;
- to related companies and/or the investment manager that may also provide you with a financial product or financial service;
- to electronic identity verification service providers, in order for identity information (about you or related persons connected with your investment) to be verified against relevant government and other databases, for the purpose of complying with anti-money laundering laws;
- in some circumstances, to digital service providers, such as Facebook, Google and LinkedIn, to develop a better understanding of our current and prospective customers and advisers (please refer to the privacy policy for additional information); or
- otherwise in accordance with our privacy policy.

From time to time we or our related companies may contact you to tell you about other products and services that might be useful to you, including financial, superannuation, investment, insurance and funds management products and services. Please contact us (our details are noted in this AIB) if you do not want to receive any of this kind of marketing material.

For how you can correct or update the personal information we hold about you refer to our 'Privacy Policy' which also contains further details about our handling of personal information and about how you can request access to it or lodge a complaint if you believe your personal information has been misused, and how we deal with complaints. The Privacy Policy is available from the Fidante Partners website or by contacting the Investor Services team.

We do not normally receive any personal information about you when you invest in the Fund through an IDPS operator. For details on the collection, storage and use of personal information you should contact your IDPS operator. The information we collect and store from IDPS operators is used to establish and administer its investments. If we do receive any personal information we will deal with it in accordance with our privacy policy.

Important information for New Zealand investors

This offer to New Zealand investors is a regulated offer made under Australian and New Zealand law. In Australia, this is Chapter 8 of the Corporations Act and regulations made under that Act. In New Zealand, this is subpart 6 of Part 9 of the Financial Markets Conduct Act 2013 and Part 9 of the Financial Markets Conduct Regulations 2014.

This offer and the contents of the offer document are principally governed by Australian rather than New Zealand law. In particular, the Corporations Act and the regulations made under that Act set out how the offer must be made.

There are differences in how financial products are regulated under Australian law. For example, the disclosure of fees for managed investment schemes is different under the Australian regime.

The rights, remedies, and compensation arrangements available to New Zealand investors in Australian financial products may differ from the rights, remedies, and compensation arrangements for New Zealand financial products.

Both the Australian and New Zealand financial markets regulators have enforcement responsibilities in relation to this offer. If you need to make a complaint about this offer, please contact the Financial Markets Authority, New Zealand (<http://www.fma.govt.nz>). The Australian and New Zealand regulators will work together to settle your complaint.

The taxation treatment of Australian financial products is not the same as for New Zealand financial products.

If you are uncertain about whether this investment is appropriate for you, you should seek the advice of an appropriately qualified financial adviser.

This offer may involve a currency exchange risk. The currency for the financial products is not New Zealand dollars. The value of the financial products will go up or down according to changes in the exchange rate between that currency and New Zealand dollars. These changes may be significant.

If you expect the financial products to pay any amounts in a currency that is not in New Zealand dollars, you may incur significant fees in having the funds credited to a bank account in New Zealand dollars.

The dispute resolution process described in this offer document is available only in Australia and is not available in New Zealand.

Contact details for New Zealand Investors

Investor Services team: +612 9994 7000
8.00am to 6.00pm Monday to Friday (Sydney time)
Fax: +612 9994 6666
Website: www.fidante.com.au

Contact details

Phone	Investor Services team 13 51 53 or +612 9994 7000 from outside Australia (during Sydney business hours)
Email	info@fidante.com.au
Fax	02 9994 6666
Mail	Fidante Partners Reply Paid 86049 Sydney NSW 2001. For any complaints please address to the 'Complaints Resolution Officer.'
Website	www.fidante.com.au .