

4. Applications and Withdrawals on the ASX

Applications via the ASX

Once the units are quoted on the ASX, Investors can invest in the Fund by buying units through a broker who will settle the buy order on the CHESSE settlement service. Application Forms are not required to be completed and there is no minimum investment amount. The price applied to the investors buy order will be the market price at the time of purchase as reflected by the price at which they have bought units on the ASX.

Withdrawing via the ASX

Once the units are quoted on the ASX, Investors can withdraw from the Fund by selling units through a broker who will settle the sell order on the CHESSE settlement service. Withdrawal Forms are not required to be completed and there is no minimum withdrawal amount. The exit price applied to the investors sell order will be the market price as reflected by the price at which they have sold units on the ASX. You are only able to withdraw whole units and any residual units will be cancelled and become the assets of the Fund.

ASX liquidity

Once the units are quoted on the ASX, units are transacted (bought and sold) on the secondary market, in the same manner as securities listed on a Securities Exchange.

The Issuer may provide liquidity to investors on the ASX by acting as a buyer and seller of units. At close of each ASX Trading Day, the Issuer will create or cancel units by applying or withdrawing its net position in units transacted via the ASX. The Issuer has appointed a Market Making Agent to transact and facilitate settlement of trades on its behalf.

The price that the Issuer may transact on will reflect the NAV per unit (as referenced by the iNAV), market conditions and the supply and demand for units during the ASX Trading Day. The Fund bears all the risk of market making activities performed by the Issuer on its behalf. This may result in a gain or loss to the Fund. Please refer to the Market Making Risks in section 7.

5. Applications and Withdrawals with the Administrator

Initial applications

You can acquire units by completing the Application Form that accompanies this PDS. The minimum initial investment amount to invest in the Fund directly is \$5,000.

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

Mainstream Fund Services Pty Ltd
Client Services Registry Team
GPO Box 4968
Sydney, NSW, 2001

Please note that cash and cheques cannot be accepted.

Application cut-off times

If we receive a correctly completed Application Form, identification documents (if applicable) and cleared application money:

- before or at 2pm (Sydney time) on a Business Day and your application for units is accepted, you will generally receive the Application Price calculated for that Business Day; or
- after 2pm (Sydney time) on a Business Day and your application for units is accepted, you will generally receive the Application Price calculated for the next Business Day.

Additional applications

You can make additional investments into the Fund at any time by sending us your additional investment amount together with a completed Application Form. There is no minimum additional investment amount.

Application terms

The price at which units are acquired is determined in accordance with the Constitution ("Application Price"). The Application Price on a Business Day, is in general terms, equal to the NAV, divided by the number of units on issue and adjusted for transaction costs ("Buy Spread"). As at the date of this PDS, the Buy Spread is 0.25%.

Equity Trustees reserves the right to refuse any application without giving a reason. If for any reason Equity Trustees refuses or is unable to process your application to invest in the Fund, Equity Trustees will return your application money to you, subject to regulatory considerations, less any taxes or bank fees in connection with the application. You will not be entitled to any interest on your application money in this circumstance.

Under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 applications made without providing all the information and supporting identification documentation requested on the Application Form cannot be processed until all the necessary information has been provided. As a result, delays in processing your application may occur.

Making a withdrawal directly with the Administrator

If an investor's units are held on the Fund's Issuer-Sponsored sub-register then investor's in the Fund can generally withdraw their investment by completing a written request to withdraw from the Fund and mailing it to:

Mainstream Fund Services Pty Ltd
Client Services Registry Team
GPO Box 4968
Sydney, NSW, 2001

Or sending it by fax to +612 9251 3525

No minimums apply to withdrawal requests and there is no minimum account balance. Only whole units are allowed to be transacted. Once we receive and accept your withdrawal request, we may act on your instruction without further enquiry if the instruction bears your bank account number or investor details and your (apparent) signature(s), or your authorised signatory's (apparent) signature(s).

You will be required to provide your Securityholder Reference Number ("SRN") or your investor number on the Withdrawal Form.

If your units are held with your stockbroker (and so carry a Holder Identification Number ("HIN")), then your units are maintained on the CHESS sponsored sub-register. If your units are held this way and you wish to withdraw directly from the Fund, you will first need to submit a request to your stockbroker to have your units converted to an Issuer-Sponsored Holding so that an SRN can be allocated to you by the Unit Registry. Your stockbroker is responsible for managing the process of converting your broker-sponsored holding to an Issuer-Sponsored Holding and is subject to their standard processing times. Please contact your stockbroker for further information.

We reserve the right to accept or reject withdrawal requests in whole or in part at our discretion.

The price at which units are withdrawn is determined in accordance with the Constitution ("Withdrawal Price"). The Withdrawal Price on a Business Day is, in general terms, equal to the NAV of the Fund, divided by the number of units on issue and adjusted for transaction costs ("Sell Spread"). At the date of this PDS, the Sell Spread is 0.25%.

The Withdrawal Price will vary as the market value of assets in the Fund rises or falls.

Withdrawal cut-off times

If we receive a withdrawal request:

- before or at 2pm (Sydney time) on a Business Day and your withdrawal request is accepted, you will generally receive the Withdrawal Price calculated for that Business Day; or
- after 2pm (Sydney time) on a Business Day and your withdrawal request is accepted, you will generally receive the Withdrawal Price calculated for the next Business Day.

Withdrawal terms

Equity Trustees will generally allow an investor to access their investment within 14 days of acceptance of a withdrawal request by transferring the withdrawal proceeds to such investor's nominated bank account. However, Equity Trustees is allowed to reject withdrawal requests, and also to make payment up to 180 days after acceptance of a request (which may be extended in certain circumstances) as outlined in the Constitution.

Investors will be notified of material changes to their withdrawal rights via email or by another form of written correspondence. These changes will also be published on the Fat Prophets website.

Withdrawal requests received from New Zealand investors must specify:

- The withdrawal amount in Australian dollars; or
- The number of units to be withdrawn

We are unable to accept withdrawal amounts quoted in New Zealand dollars. If you are a New Zealand investor, please note that the withdrawal amount paid to you will be in Australian dollars and may differ from the amount you receive in New Zealand dollars due to:

- Foreign exchange spreads between Australian and New Zealand dollars (the currency exchange rates differs daily); and
- Overseas telegraphic transfer costs.

Withdrawals will only be paid directly to the unit holder's bank account held in the name of the unit holder with an Australian-domiciled bank. Withdrawal payments will not be made to third parties.

In certain circumstances, for example, when there is a freeze on withdrawals, where accepting a withdrawal is not in the best interests of investors in the Fund including due to one or more circumstances outside its control or where the Fund is not liquid (as defined in the Corporations Act), Equity Trustees can deny or suspend a withdrawal request and you may not be able to withdraw your funds in the usual processing times or at all. When the Fund is not liquid, an investor can only withdraw when Equity Trustees makes a withdrawal offer to investors in accordance with the Corporations Act. Equity Trustees is not obliged to make such offers.

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

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

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

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

Withdrawals will only be paid to the investor.

- If we cannot satisfactorily identify you as the withdrawing investor, we may reject your withdrawal request or payment of your withdrawal proceeds will be delayed. We are not responsible for any loss you consequently suffer.

- As an investor who is withdrawing, you agree that any payment made according to instructions received by post, courier, email or fax, shall be a complete satisfaction of our obligations, despite any fact or circumstances such as the payment being made without your knowledge or authority.
- You agree that if the payment is made according to these terms, you, and any person claiming on your behalf, shall have no claim against us with regards to such payment.

Authorised signatories

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

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

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

If you do appoint an authorised signatory:

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