

Spheria Australian Smaller Companies Fund

ARSN 117 083 762, APIR WHT0008AU, ISIN AU60WHT00089, mFund SPM02

Additional Information to the PDS

30 June 2018

Issued by: Pinnacle Fund Services Limited
ABN 29 082 494 362 AFSL 238 371



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IMPORTANT INFORMATION

This Additional Information to the PDS is issued by Pinnacle Fund Services Limited ABN 29 082 494 362 AFSL 238371 ('we', 'our', 'us', 'Responsible Entity'). Information in this Additional Information to the PDS forms part of the Product Disclosure Statement ('PDS') dated 30 June 2018 for the Spheria Australian Smaller Companies Fund ('Fund').

You should read this information together with the Fund's PDS in its entirety before making a decision to invest in the Fund. For a free printed copy of this Additional Information to the PDS, please contact us on 1300 010 311.

The information in this Additional Information to the PDS is general information only and does not take into account your objectives, personal financial situation or needs. You should consider the appropriateness of this information having regard to your objectives, financial situation and needs. We strongly recommend that you seek professional advice from a financial adviser before deciding to invest in the Fund.

All monetary amounts referred to in this Additional Information to the PDS are given in Australian dollars and all phone/fax numbers are to phone/fax numbers in Australia (unless otherwise stated).

CONTACT

If you have a query in relation to the Fund, please contact us at:

Telephone: 1300 010 311
 Email: invest@pinnacleinvestment.com
 Website: www.spheria.com.au/smallercompanies-fund/
 Address: PO Box R1313,
 ROYAL EXCHANGE NSW 1225 Australia

1. How the Spheria Australian Smaller Companies Fund works

How the Fund is valued

All assets within the Fund are valued every business day. We may also revalue the Fund less frequently in certain circumstances.

The gross asset value of the Fund equals the market value of the assets. The net asset value of the Fund is obtained by deducting any liabilities of the Fund from the gross asset value of the Fund.

Unit prices

Impact of investing just before the end of a distribution period

After a distribution is paid, the unit price usually falls by an amount similar to that of the distribution per unit. This means that if you invest just before a distribution, the unit price may already include income that you would be entitled to receive at the distribution date. Consequently, by investing just before a distribution, you may have some of your capital returned as income. This could affect your taxation position and we recommend you seek professional taxation advice.

Applications

Investing directly

We reserve the right not to accept (wholly or in part) any application for any reason or without reason. If we refuse to accept an application, any monies received from you will be returned to you without interest.

Unless you are using the managed funds settlement services operated by ASX ('mFund'), for an application to be valid, it must be correctly completed and it must comply with the designated minimum investment amounts referred to in the PDS and be appropriately signed by the applicant(s). The Responsible Entity may at its discretion, accept amounts less than the minimum initial investment amounts.

If, for any reason, we are unable to process your application (for example, the Application Form is incomplete or incorrectly completed or we are not satisfied that we have received the necessary proof of identification requirements to meet our obligations under AML/CTF law), the application monies will be held by us in a non-interest bearing trust account for up to 30 days (while we endeavour to verify your identification information or obtain any necessary outstanding information) after which we will return the application monies to you.

Indirect Investors

We authorise the use of the PDS as disclosure to persons who wish to access the Fund indirectly through an Investor Directed Portfolio Service ('IDPS'), IDPS-like scheme or a nominee or custody service (collectively referred to as master trusts or wrap accounts).

An IDPS is an investment and reporting service offered by an operator. People who invest through an IDPS, master trust or wrap account are Indirect Investors.

Indirect Investors do not themselves become investors in the Fund. It is generally the operator of the IDPS, or their custodian or nominee, that invests for them that retain the rights of an investor.

When investing through an IDPS, master trust or wrap account, Indirect Investors should complete the documents required by the operator of these services and not the Fund's Application Form. Enquiries should be directed to the IDPS operator.

Switches

You may switch from the Fund to another fund managed by the Spheria Asset Management Pty Limited ('Spheria', 'Investment Manager') and operated by us at any time.

A switch operates as a withdrawal of units in one fund and the investment of units in the other fund and therefore may have taxation implications. Please contact a licensed financial or taxation adviser for further information.

There is no switching fee applicable as at the date of this document. However, a buy/sell spread or a contribution fee may apply to the relevant fund(s) at the time of the switch. Before making a decision to switch, you should read the relevant PDS.

Different classes

Where permitted under the constitution, we may issue more than one class of units in the Fund, with different applicable fees and possibly other different conditions of issue. The class of units offered under the PDS is the only class of units currently on issue.

Withdrawals

Unless you are using mFund through your broker, you can withdraw some or all of your investment at any time by written request, signed by the appropriate signatories.

Please note that we only make payments to your nominated bank or financial institution account. No third party payments will be allowed. There may be circumstances, as permitted under the Fund constitution and Corporations Act 2001 ('Corporations Act'), where your ability to withdraw from the Fund is restricted.

The following text contains further information on restrictions on withdrawals and should be read in conjunction with the PDS.

We may delay or suspend a withdrawal request where we are unable to realise certain assets due to circumstances outside our control, such as when there is restricted or suspended trading in assets held by the Fund, or where the Fund becomes non-liquid as defined by the Corporations Act.

The Fund will be non-liquid under the Corporations Act if it has less than 80% of liquid assets (generally cash and marketable securities). If the Fund is non-liquid, withdrawals from the Fund may only be possible if we make a withdrawal offer in accordance with the Corporations Act.

We are not obliged to make such an offer. However, if we do you will only be able to withdraw your investment in accordance with the terms of a current withdrawal offer. If an insufficient amount of money is available from the assets specified in the withdrawal offer to satisfy all withdrawal requests, the requests will be satisfied proportionately among those investors wishing to withdraw from the Fund.

Distributions

How you receive income from your investment

The type of income you receive from your investment depends on the underlying asset classes within the Fund. Income (such as interest, dividends and realised capital gains) from the Fund's investments will be paid to you via income distributions.

Where the investment activities of a Fund result in a net revenue loss (including any carried forward revenue losses from a prior period), no income distribution will be made in the period. Losses will be carried forward to be offset against future distributable income of the Fund.

Where net capital profits are realised, they are typically held over until the period ending 30 June each year and distributed thereafter, however, we retain the discretion to distribute them during any distribution period.

If held over, their value would be reflected in the unit price.

Distribution reinvestment

Where you elect to reinvest your distributions, the distribution reinvestment price is the unit price at the end of the distribution period (without the applicable buy-spread) less the distribution per unit payable.

By electing to reinvest your distributions, you are deemed to have directed us to apply such monies towards the subscription for the number and class of units already held, at the relevant distribution reinvestment price. All units allotted as part of the distribution reinvestment will rank equally in all respects with existing units in the same class.

At the time the distribution reinvestment price is set, all information that would, or would be likely to, have a material adverse effect on the realisable price of the units will be publicly available.

Investors may elect to have their distributions paid as cash at any time by giving notice to the Responsible Entity. The change will apply from the date of receipt, as long as it is at least 10 days prior to a distribution date, or such future date as nominated by you.

The Responsible Entity may cancel or suspend distribution reinvestments, or modify the terms by which distribution reinvestments are permitted.

2. How we invest your money

Investment philosophy and strategy

Assessing risk is fundamental to Spheria's investment philosophy. Risk is implicitly mitigated by ensuring businesses it invests in are capable of generating free cash flow, and that Spheria is buying them at less than their intrinsic valuation. Explicit risk controls include a preference for companies with low or no balance sheet gearing. When the company does have debt, Spheria ensures that free cash flow can support the said level of gearing and is appropriate for the nature of the business.

The investment process of Spheria is as follows:

A. Screening & Identification

Quantitative screens are used to scan for companies that meet Spheria's free cash flow criteria and automatically generated financial models provide company specific information including valuations and risk analysis.

Qualitative techniques, including industry and company meetings, are also used to identify companies that might meet Spheria's philosophical requirements. New listings are also a potential source of ideas for the Investment Manager.

B. Fundamental Analysis

Spheria's analysis process involves the following steps:

- (a) Populate a model with historic data

- (b) Understand business mechanics
- (c) Analyse industry (dimension) and business position (market share) within that industry
- (d) Porter analysis to gauge sustainability of cash flow returns
- (e) Potential growth rates for industry and business ability to take market share are critical
- (f) Meet management and undertake qualitative analysis of key management
- (g) Consider Board track record – any changes to board (positive/negative)
- (h) Determine a valuation based on the above.

C. Risk Factors

Spheria assesses risk on several levels. Firstly, Spheria has a strong focus on a company's ability to generate free cash flow (this enables the repayment of debt and/or allows for payment of dividends). Secondly, Spheria looks at gearing levels (both interest coverage and fixed operating charges) and will adjust portfolio weightings in stocks according to assessed levels of risk (in cases of high assessed risk Spheria will hold little to no exposure to an investment). Thirdly, Spheria also assesses where the business is operating within its own business cycle; is it close to the top in which case forward looking risk assessment should indicate an increase in risk or at or near the bottom of its cycle in which case risks are likely to be reducing going forward.

D. Portfolio Construction

Spheria assesses each company on its valuation merit and risk overlay. Its core holdings (larger active weights) have valuation upside and have generally lower risk. Satellite holdings (smaller active weights) have valuation upside but perhaps greater risk.

3. Fees and costs

The following section provides detailed information about the fees and costs you may be charged for investing in the Fund along with further information about the additional fees and costs that could apply to your investment. These fees and costs may be deducted from your investment, from the returns on your investment or from the Fund's assets as a whole. This information should be read in conjunction with the PDS.

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

Spheria Australian Smaller Companies Fund

| Type of fee or cost | Amount | How and when paid |
|---|--|---|
| Fees when your money moves in or out of the Fund ¹ | | |
| Establishment fee The fee to open your investment. | Nil | Not applicable |
| Contribution fee The fee on each amount contributed to your investment. | Nil | Not applicable |
| Withdrawal fee The fee on each amount you take out of your investment. | Nil | Not applicable |
| Exit fee The fee to close your investment. | Nil | Not applicable |
| Management costs | | |
| The fees and costs for managing your investment. ² | Management fee of 1.10% p.a., plus a performance fee of 20% of the Fund's excess return versus its benchmark, net of the management fee. | The management fee is calculated on the Fund's net asset value, reflected in the daily unit price and payable monthly in arrears from the Fund. The performance fee is calculated and accrued each business day and is reflected in the daily unit price, subject to a high watermark. The performance fee is payable half-yearly as at 30 June and 31 December, if applicable. ³ Extraordinary expenses are paid from the Fund assets as and when incurred. |

| Service fees | | |
|--|-----|----------------|
| Switching fee ⁴ The fee for changing investment options. | Nil | Not applicable |

1. Fees and costs may be negotiated with wholesale clients – please refer to ‘Differential fee arrangements’ in ‘Additional explanation of fees and costs’ below for further information.
2. Fees are inclusive of GST and of any applicable reduced input tax credits (‘RITC’).
3. The Fund’s benchmark is the S&P/ASX Small Ordinaries Accumulation Index. Refer to ‘Performance fees’ information in ‘Additional explanation of fees and costs’ below for further information.
4. When money moves in or out of the Fund, you may incur a buy/sell spread which is included in the unit price of the Fund. Refer to ‘Buy/Sell spread’ in ‘Additional explanation of fees and costs’ below for more information.

Additional explanation of fees and costs

Management costs

The management costs, in relation to the Fund, are generally the administration and investment fees and costs (excluding transaction costs) of the Fund.

These costs include:

- Responsible Entity fees;
- administration costs;
- safekeeping fees;
- audit costs;
- legal costs; and
- borrowing costs.

The Investment Manager pays management costs out of the fees it receives. Therefore, for this Fund, the management fee and performance fee (if any) will reflect the total management costs.

Performance fees

Depending on how well the Fund performs, the Investment Manager may be entitled to receive a performance fee which is payable by the Fund.

The performance fee is equal to 20% of the difference in the Fund’s return (net of management fees) relative to its benchmark return multiplied by the net asset value of the Fund.

The Fund’s performance benchmark is the S&P/ASX Small Ordinaries Accumulation Index.

If the index ceases to be published, we will nominate an equivalent replacement index.

The performance fee is calculated and accrued each business day and is payable at the end of each 6 month period ending 30 June and 31 December.

The Investment Manager will only be paid the performance fee if the Fund’s net daily performance fee accrual is positive. That is, any previous negative performance fee accruals generated when the Fund underperformed the benchmark must have been recovered.

Worked example – Performance fee calculation

The worked example in the following table is shown only for the purpose of illustrating how the performance fee may be calculated for three **unrelated** days only, and assumes there are no applications or redemptions made during each day. The daily performance fee accrual is actually calculated as the day’s opening NAV excluding the performance fee accrual plus any applications, minus any redemptions (both assumed to be nil in the examples), multiplied by the Fund’s daily out or underperformance of the benchmark, multiplied by 20% (performance fee rate). The day’s performance fee accrual is then added to the performance fee accrual balance (carried over from the previous day) to give the total performance fee for the period. The actual performance in the ordinary course of business, the unit price, the benchmark, and the hurdles may all fluctuate during the period. It is also important to note the below table is not an indication of the expected or future performance of the Fund, and that actual performance may differ materially from that used in the following worked example.

| Fee Components | Example Day 1 | Example Day 15 | Example Day 30 |
|--|-----------------|------------------|-----------------|
| Performance fee rate | 20% | 20% | 20% |
| Opening NAV excluding performance fee accrual | \$10,000,000 | \$15,000,000 | \$20,000,000 |
| Fund daily return | 0.10% | 0.50% | -0.25% |
| Benchmark daily return | 0.05% | -0.25% | 0.70% |
| Daily out/underperformance of benchmark | 0.05% | 0.75% | -0.95% |
| Daily performance fee accrual* | \$1,000 | \$22,500 | -\$38,000 |
| Performance fee accrual (carried over from previous day) | \$20,000 | -\$60,000 | \$75,000 |
| Total performance fee accrual | \$21,000 | -\$37,500 | \$37,000 |

*If the performance fee accrual was positive on the last day of the performance period, a performance fee would be payable equal to the performance fee accrual (includes the net effect of GST and RITC).

The performance fee paid to the Investment Manager of the Fund for the financial year ended 30 June 2017 was 0% of the total average net assets. Performance fees vary from year to year according to the Fund's actual performance and can be zero in any financial year. Past performance is not a reliable indicator of future performance. In particular, the performance fee payable (if any) will depend on the performance of the Fund and previous performance fees may not be a reliable indicator of future performance fees of the Fund.

Units withdrawn during a calculation period

The proceeds received by investors for units withdrawn during a calculation period will be net of any payable performance fees accrued.

Where the accrued performance fee is negative and units are withdrawn, the accrued performance fee will be proportionately adjusted.

Extraordinary expenses

In general, the management fee, and when accrued, performance fees, are all that will be charged. However, under certain circumstances, extraordinary expenses may be paid directly by the Fund. Extraordinary expenses are not of an ongoing nature. Examples of this type of expense include:

- convening of an unitholders' meeting;
- termination of the Fund;
- amending the Fund constitution;
- defending or bringing of litigation proceedings; and
- replacement of the Responsible Entity.

Buy/Sell spread

The difference between the entry price and the exit price of a fund is known as a buy/sell spread. The buy/ sell spread represents an apportionment of transaction costs incurred by a fund in purchasing and disposing of its investments. It is an adjustment determined by the Responsible Entity to take into account the costs incurred when buying and selling the underlying securities in the fund (for example, transaction costs such as brokerage and any clearing and settlement costs and stamp duty, if applicable).

If you invest in a fund that charges a buy/sell spread, it will be an additional cost to you, but is included in the unit price of the fund and not charged separately. It is not a cost that is paid to the Responsible Entity.

The estimated buy/sell spread for the Fund is outlined in the PDS. However, in circumstances where the Responsible Entity determines that unit holders of the Fund are not being treated equitably (for example, withdrawals in stressed and dislocated markets), the buy/sell spread may be higher than our estimate. From time to time, we may vary the buy/sell spread without notice to reflect changing circumstances. Any revised spread will be applied uniformly to transacting investors while that spread applies.

Additional transactional and operational costs

Additional transactional and operational costs associated with dealing with the Fund's assets may be recovered from the Fund. Transactional and operational costs, other than the buy/sell spread, may include brokerage, investment settlement

fees, clearing costs and applicable stamp duty when underlying assets are bought or sold.

The total transactional and operational costs incurred by the Fund for the year ended 30 June 2017 were calculated to be \$475.00 based on a \$50,000 holding (approximately 0.95% of total average net assets). The total transactional and operational costs, net of buy/sell spread recovery, were calculated to be \$345.00 based on a \$50,000 holding (approximately 0.69% of total average net assets).

Incidental fees and costs

Standard government fees, duties and bank charges may also apply to your investments and withdrawals, including dishonour fees and conversion costs.

Differential fee arrangements

The Responsible Entity or the Investment Manager may agree with wholesale clients (as defined in the Corporations Act) to rebate some of the management fee on a case by case basis. We take into account relevant factors which may include the size of the investment. Such rebate arrangements will be by individual negotiation.

Fees for Indirect Investors

Indirect Investors must also refer to the fees and costs payable for the IDPS, master trust or wrap account they are investing through. The IDPS operator will be the registered holder of the units and may charge you fees that are different or in addition to the Fund's fees detailed in this section and the PDS. You should refer to the offer document for the relevant IDPS, master trust or wrap account for more information.

Changes to fees and other costs

We reserve the right to change fees and other costs, subject to any limitations under the Fund constitution and applicable law. We will give investors 30 days' notice prior to increase in any fees.

We do not recover any fees from the Fund as the Investment Manager pays us a fee from the management fees it receives from the Fund. The Fund constitution provides for various fees, specifically an application fee, withdrawal fee, management fee and performance fee, which we do not currently recover from the Fund (as management fees and performance fees are paid from the Fund to the Investment Manager and not the Responsible Entity).

For more information on fees and costs

If you would like to better understand how our fee structure may impact your investment in the Fund, we recommend that you speak to your financial adviser or visit the ASIC website at www.moneysmart.gov.au where a fee calculator is available to help you compare the fees of different managed investment products.

mFund costs

For investors using mFund, your broker may charge you a fee to help you acquire or redeem units via mFund.

4. Taxation

WARNING: Investing in a registered managed investment scheme is likely to have tax consequences. You are strongly advised to seek professional tax advice.

The taxation implications of investing in the Fund can be complex and depend on a number of factors, including whether you are a resident or non-resident of Australia for taxation purposes and whether you hold the units on capital account or revenue account.

The following tax comments have been prepared on the assumption that:

- the investor holds the units on capital account as a long term investment;
- the Fund qualifies as an attribution managed investment trust ('AMIT') within the meaning of section 995-1 of the Income Tax Assessment Act 1997 and the Responsible Entity of the Fund elects to apply the AMIT regime to the Fund; and

the Fund has made an irrevocable "capital election" to apply the Capital Gains Tax ("CGT") provisions pursuant to section 275-115 of the Income Tax Assessment Act 1997.

Income of the Fund

The Fund has been established as an Australian resident unit trust. The Fund is required to determine its tax or income components (e.g. assessable income, exempt income, non-assessable non-exempt income, tax offsets and credits of different characters) for the financial year. The investor will be provided with a statement for tax purposes after 30 June each year to assist the investor in determining their tax position. This tax statement will advise the investor of the share of the tax or income components of the Fund (if any) to include in the investor's tax return. Generally, no Australian income tax will be payable by the Responsible Entity of the Fund where investors are attributed with all tax or income components of the Fund each year.

In the case where the Fund makes a loss for tax purposes, the Fund cannot distribute the loss to investors. However, subject to the Fund meeting certain conditions, the Fund may be able to take into account the losses in subsequent

years.

The Fund's investments and activities are likely to give rise to income, dividends, capital gains and losses.

Taxation of Australian resident investors

Investors are generally subject to tax on their share of tax or income components of the Fund each year. Investors are treated as having derived their share of the tax or income components of the Fund directly on a flow through basis. The way in which investors are taxed will depend on the character of the income they receive (for example, franked dividends to which franking credits may attach, capital gains, foreign income to which foreign income tax offsets may attach, or interest income).

We will provide you with an annual taxation statement after 30 June each year. The annual taxation statement will outline your share of the tax or income components of the Fund to which you are entitled to in that financial year, including any foreign income tax offsets and franking credit entitlements.

To the extent that an investor's share of the net income of the Fund is attributable to a capital gain made by the Fund, the investor will include the capital gain in their assessable income. Certain investors may be entitled to apply the relevant Capital Gains Tax ('CGT') discount to work out the net capital gain to include in their assessable income. In normal circumstances, you should expect the Fund to derive income and/or capital gains each year.

If the Responsible Entity discovers understatements or overstatements of taxable income and tax offsets in prior years, the Responsible Entity has the ability under the AMIT regime to deal with these understatements and overstatements in the financial year in which they are discovered. That is, the distribution statements in the discovery year may be adjusted to take into account these understatements or overstatements from a prior financial year, rather than re-issuing amended distribution statements for the prior financial year to which the understatements or overstatements relate to.

The amount of the tax or income components of the Fund which the investor is required to include in their assessable income may be different to the cash distributions received by an investor in respect of their units. This is because the distributions received on the units is determined by reference to the returns received in respect of the Fund, whereas the tax or income components of the Fund is determined by reference to the overall tax position of that Fund.

An investor may be required to make, in certain circumstances, both upward and downward adjustments to the cost or cost base of their unit holdings. This occurs where during a financial year there is a difference between:

- (a) the total of the amounts (money or property) that an investor is entitled to from the Fund and the tax offsets that are allocated to an investor during the year; and
- (b) the tax or income components included in that investor's assessable income or non-assessable non-exempt income.

If the amount in (a) exceeds the amount in (b), the cost or cost base of the investor's units in the Fund should be reduced by the excess amount. This results in either an increased capital gain, or a reduced capital loss, upon the subsequent disposal of the investor's units in the Fund. Should the cost base be reduced to below zero, the amount in excess of the cost base should be a capital gain that is to be included in the investor's taxable income.

Conversely, where the amount in (a) falls short of the amounts in (b) during a financial year, the cost or cost base of the investor's units in the Fund should be increased by the shortfall amount.

Withdrawals from the Fund and disposal of units

Withdrawal or disposal of a unit in the Fund is the disposal or cancellation of a CGT asset by an investor and a CGT event for tax purposes. To the extent that the proceeds exceed the cost base on the unit, you will make a capital gain. However, if the proceeds are less than your reduced cost base, you will make a capital loss. Generally, a capital loss can only be used to offset against capital gains derived in the current or a future tax year.

An individual, trust or complying superannuation entity or a life insurance company that holds their units as a complying superannuation/FHSA asset may be able to claim the benefit of the CGT discount if they have held the units for over 12 months. A corporate investor cannot claim the benefit of the CGT discount.

Non-resident individual unit holders

The above taxation summary is only for investors who are residents of Australia for tax purposes. The tax treatment of non-resident investors in the Fund depends on the investor's particular circumstances and the provisions of the relevant Double Tax Agreement between Australia and the country of residence. It is important that non-resident investors seek independent professional taxation advice before investing in the Fund.

The Fund may be required to withhold tax on part or all of the distributions made to non-resident investors.

Goods and Services Tax ('GST')

Unless otherwise stated, the fees quoted in the PDS and this Additional Information to the PDS are inclusive of the net effect of GST and RITC.

Tax File Numbers and Australian Business Numbers

You are not required to quote your Tax File Number ('TFN') or, if you have one, an Australian Business Number ('ABN')¹

¹ Under AML/CTF law, disclosure of an ABN is required for those individual investors who are a sole trader.

or claim an exemption from providing a TFN.

However, if a TFN or ABN is not provided or an exemption is not claimed, we are required by law to withhold tax from distributions at the top marginal tax rate plus the Medicare Levy. If you are making this investment on behalf of a business or enterprise you carry on, you may quote your ABN instead of a TFN.

Tax reforms

The expected tax implications of investing in the Fund may change as a result of changes in the taxation laws and interpretation of them by the Courts and/or the Australian Tax Office.

It is recommended that investors obtain independent taxation advice that takes into account your specific circumstances regarding investing in the Fund and the potential application of any changes in the tax law.

Foreign Account Tax Compliance Act ('FATCA') and OECD Common Reporting Standards ('CRS')

If you are not an Australian resident for tax purposes, you should note that the Fund is required to comply with reporting requirements under FATCA and CRS. It is expected that under these obligations, we will have to obtain and disclose information about certain investors to the ATO or other foreign tax authorities. In the event that the Fund suffers any amount of withholding tax (including FATCA withholding tax) and/or penalties, neither the Fund nor the Responsible Entity acting on behalf of the Fund will be required to compensate you for any such tax, except in exceptional circumstances.

5. Privacy

When investors apply to invest in the Fund they acknowledge and agree that:

- (a) they are required to provide the Responsible Entity with certain personal information to facilitate their application; and
- (b) the Responsible Entity may be required to disclose their information to:
 - (1) third parties carrying out functions on behalf of the Responsible Entity on a confidential basis;
 - (2) third parties if that disclosure is required by or to the extent permitted by law; and
 - (3) their adviser.

All personal information will be collected, used and stored by the Responsible Entity in accordance with our Privacy Policy, a copy of which is available on request. We will use your information for the purpose of marketing products issued by us and our related entities. To ensure that the personal information we retain about you is accurate, complete and up to date, please contact us, except for investors using mFund, if any of your details change. For investors using mFund, please contact your broker to update your details held in the Fund. You can unsubscribe from marketing communications from us at any time by contacting us.

Collecting and using your information

We collect information for the following purposes:

- to process your application;
- to administer your investment and provide you with reports;
- to monitor and improve the quality of service provided to you; and
- to comply with regulatory or legal requirements, including the Corporations Act, the Proceeds of Crime Act, the Financial Transaction Reports Act, the Anti-Money Laundering and Counter-Terrorism Financing Act and the Foreign Account Tax Compliance Act and OECD Common Reporting Standard.

We also ask you for some personal details so that we, and our related companies, can keep in touch with you and tell you on an ongoing basis about our other products and services that could be useful to you. We may do this by telephone, electronic messages (e.g. email) and other means. Please contact us if you do not wish your details to be used for marketing purposes.

We may gather information about you from a third party. These include credit agencies, financial advisers, fund managers, mFund brokers or intermediaries and spouses. We may also collect details of your interactions with us and our products and services (including from our records of any telephone and email interactions).

If you provide someone else's personal information to us, you must ensure that they first agree on the basis of this privacy section.

Disclosing your information

We exchange your personal information with your adviser, authorised representative, Attorney and any other third parties if you request or provide consent to us. In addition, we may exchange personal information about you in the following circumstances:

- you consent to the disclosure;
- with any joint investor;
- with companies that provide services to us, to our related companies, to the Fund, or on our behalf (and our

related companies may also exchange personal information with these companies) on the basis they deal with such information in accordance with their respective privacy policies - for example administration, custody, investment management, technology, identity verification, auditing, registry, mailing or printing services. These service providers may be located outside Australia such as Canada, Malaysia, Luxembourg, Hong Kong and the United Kingdom, where your personal information may not receive the same level of protection as that afforded under Australian law;

- where required or authorised by law, which may include disclosures to the Australian Taxation Office and other government or regulatory bodies; or
- with organisations related to us such as Pinnacle Investment Management Limited and its related bodies corporate, whether in Australia or any overseas jurisdiction.

6. Investment by New Zealand investors

Warning Statement – Issues to NZ 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 2001 and Regulations. 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 content of the offer document are principally governed by Australian rather than New Zealand law. In the main, the Corporations Act 2001 (Aust) 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.
- The 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 New Zealand dollars, you may incur significant fees in having the funds credited to a bank account in New Zealand in New Zealand dollars.
- The dispute resolution process described in this offer document is only available in Australia and is not available in New Zealand.

7. How we keep you informed

For the most up to date information on your investment in the Fund, visit www.spheria.com.au/smallercompanies-fund/.

At Spheria's website, you can:

- Access the PDS documents and the annual financial reports for the Fund.
- Download fund forms which includes the Application Form and other standard administration forms.
- Monitor unit prices, investment performance, and changes to the Fund.
- Read the latest views and opinions of Spheria's investment team.

Confirmation statement

A statement of confirmation will be sent to you for your initial investment, as well as any additional investments and withdrawals.

Transaction statement

You will receive a transaction statement on a half-yearly basis. The transaction statement will provide you with the total value of your investment as at the end of that period, including any switches, withdrawals, investments and distributions received.

Annual taxation statement

After making any distribution for the period ended 30 June each year, an annual taxation statement will be forwarded to you.

Distribution statement

A distribution statement will be sent to you in the month following the end of a distribution period, detailing your income distribution and current balance.

Financial report

The annual financial report for the Fund, detailing the financial performance of the Fund for the financial year ending 30 June, can be downloaded from www.spheria.com.au/funds/smaller-companies-fund after 30 September each year.

8. Additional Information

Incomplete applications

Application monies accompanying an incomplete application will be retained in a non-interest bearing trust account for up to 30 days pending receipt of the required information.

Effect of the Application Form

In addition to the acknowledgments contained in the declaration on the Application Form, by completing and signing the Application Form, the investor:

- (a) agrees to be bound by the provisions of the Fund constitution;
- (b) acknowledges having read and understood the PDS, including this document;
- (c) authorises the provision of information relating to the investor's account to the named financial adviser, and any other person authorised by that adviser, from time to time;
- (d) authorises the use of the TFN information provided on the Application Form in respect of the investor's Fund account;
- (e) acknowledges that neither the Responsible Entity, its respective holding companies and officers, nor the Investment Manager and its respective officers and holding companies, guarantees the capital invested by investors or the performance of the specific investments of the Fund;
- (f) acknowledges that the provision of the product available through the PDS should not be taken as the giving of investment advice by the Investment Manager or the Responsible Entity, as they are not aware of the investor's investment objectives, financial position or particular needs;
- (g) acknowledges that the investor is responsible for ensuring that the information on the Application Form is complete and correct;
- (h) acknowledges that neither the Responsible Entity nor its agents are responsible where a loss may be suffered as a result of the investor providing incorrect or incomplete information;
- (i) agrees that the Responsible Entity may:
 - (1) require the investor to provide any additional documentation or other information and perform any acts to enable compliance with any laws relating to anti-money laundering and counter terrorism financing ('AML'), FATCA, CRS or any other law;
 - (2) at its absolute discretion and without notice to the investor, take any action it considers appropriate including blocking or delaying transactions on the investor's account or refuse to provide services to the investor to comply with any law relating to AML or any other law; and
 - (3) in its absolute discretion and without notice to the investor report any, or any proposed, transaction or activity to anybody authorised to accept such reports relating to AML or any other law; and
- (j) acknowledges that the Responsible Entity is required to collect the investor's personal information under the Corporations Act 2001 and the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 and agrees that information provided may be used as detailed in the PDS and the Responsible Entity's Privacy Policy.

Electronic PDS

The Application Form may only be distributed when accompanied by a complete and unaltered copy of the relevant PDS. The Application Form contains a declaration that the investor has personally received the complete and unaltered PDS prior to completing the Application Form.

The Responsible Entity will not accept a completed Application Form if it has reason to believe that the applicant has not received a complete paper copy or electronic copy of the PDS or if it has reason to believe the Application Form or electronic copy of the PDS has been altered or tampered with in any way. Whilst the Responsible Entity believes that it is extremely unlikely that during the period of this PDS, the electronic version of the PDS will be tampered with or altered in any way, the Responsible Entity cannot give any absolute assurance that this will not occur.

Any investor who is concerned with the validity or integrity of an electronic copy of the PDS should immediately request

for a paper copy of the PDS directly from the Responsible Entity.

Authorised Representative Form

Appointment of authorised representative

A person appointed as your authorised representative is authorised by you to:

- apply for units in the Fund and sign all documents necessary for this purpose;
- make requests to redeem all or some of your units (receipt by the authorised representative or as directed by the authorised representative fully discharges our redemption obligations to you); and
- make written requests for information regarding your units.

The Responsible Entity may act on the sole instructions of the authorised representative until the Responsible Entity is notified that the appointment of the authorised representative is terminated.

You can cancel your appointment of the authorised representative by giving the Responsible Entity 14 days prior notice. Termination of an appointment does not prejudice the following statement. By appointing an authorised representative, you agree to release, discharge and indemnify the Responsible Entity from and against any loss, expense, action, claims or other liability which may be suffered by you or brought against the Responsible Entity for any actions or omissions by you or your authorised representative, whether authorised or not by you or your authorised representative. Any request for information by an authorised representative will be responded to in writing only. Such written responses will be sent to the authorised representative's email/fax/residential address nominated on the Authorised Representative Form.

If an authorised representative is a partnership or a company, any one of the partners or any director of the company is each individually deemed to have the powers of the authorised representative. It is sufficient for the Responsible Entity to show that it had reasonable grounds for belief that an action was taken or a request given by or for an authorised representative when determining whether an action or request was taken or given by the authorised representative.