



upstreetTM

Additional Information Document

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**Upstreet Fund (Fund)
ARSN 643 467 798**

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Important information

This additional information document (**AID**) is issued by Melbourne Securities Corporation Limited (ACN 160 326 545, AFSL 428289) (**MSC, we, us, our**). It forms part of, and should be read in conjunction with, the primary Product Disclosure Statement for the Fund (available at upstreet.co/terms/PDS.pdf). You should also read the Investment Options List (available at upstreet.co/terms/IOL.pdf). In this AID, the term **PDS** refers to the primary Product Disclosure Statement.

You should consider the information in the PDS, this AID and the Investment Options List and obtain financial advice tailored to your personal circumstances when making a decision about the Fund. The information in this AID is general information only, does not contain financial product advice and does not take account of your personal financial situation or needs.

Information in this AID may change from time to time. Where a change is not materially adverse to investors, it may be updated via a notification at upstreet.co. You can ask us to provide a digital copy of any updated information, free of charge, at support@upstreet.co.

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1. Transacting with the Fund

This section provides additional information to the information set out in the 'How the Fund works' section of the PDS.

The Fund is a digital product

The Fund is a fully digital investment product. All requests relating to the Fund must be submitted electronically through the Upstreet App. The Upstreet App is not incorporated by reference into, and does not otherwise form part of, this document or the PDS.

You may also be able to submit a withdrawal request by email. Please contact us for details.

Opening an account

Your investment account will be established when you successfully complete the application process to our satisfaction and agree to the terms and conditions of participating in the Rewards Offers. As part of that process, we will ask you to provide documents and information to verify your identity and tax status.

Issue price

If we accept and receive the rebate in respect of your eligible purchase in cleared funds for your investment amount, the cleared funds will be used to issue your units in the relevant Investment Option at the next applicable unit price (plus any applicable buy spread).

Making an investment

You can also provide an investment instruction after your investment account has been established.

An investment instruction may be provided by sending us a completed copy of the approved Investment Instruction Form by email or by using the Upstreet App.

Payment can be made by direct debit from an Australian bank account that you nominate and hold in your name. Direct debit transactions are, however, not available at all financial institutions. If we can't request money from your financial institution or if you provide the wrong details, we won't be able to process your payment. If you have insufficient funds in your bank account when the direct debit is processed, you may be charged a direct debit failure fee by your financial institution.

In certain circumstances and in our absolute discretion, we may also provide you with our bank account details and you may pay via direct credit into that bank account.

Finally, you can also invest directly in an Investment Option by using a valid Upstreet gift card.

Where an investment instruction is unable to be completed for any reason, we'll let you know and ask for further instructions. This may cause delays in locking in an investment or in you providing a new investment instruction.

Application monies

When units are not issued immediately (for example, because the funds are to be transferred by direct debit):

- a. **(Application monies account)** we'll receive your investment monies in a trust account separate from the Fund which has been established for that purpose. Any interest earned on application monies is treated as income to the Fund and will not be paid to individual investors but will be automatically reinvested; and
- b. **(Confirmations)** we'll send you a confirmation by email or electronic confirmation when the transaction has been completed. That confirmation will set out the amount you've invested, the number of units issued to you, the unit price of those units and the date the units were issued.

Making a withdrawal

You can decrease the size of your investment or withdraw your entire holding by making a withdrawal request by sending us a completed copy of the approved Withdrawal Form by email or by using the Upstreet App.

Withdrawal price

If we accept your withdrawal request, you'll receive the next applicable unit price for the relevant Investment Option after the time we process your withdrawal request (less any applicable sell spread).

We may also withhold amounts to cover any amounts you owe us in relation to your investment.

Withdrawal payments

We endeavour to pay withdrawal amounts as soon as possible.

Withdrawal amounts are normally paid to your nominated bank account immediately after we have accepted your withdrawal request. The withdrawal amount should be settled into a bank account nominated by you and held in your name within 5 - 7 days.

Under the Constitution, we're required to pay withdrawal amounts within 21 days of accepting a withdrawal request.

In exceptional circumstances, withdrawals may take longer than normal. This may occur where there are delays to processing your withdrawal request (for example, because other investors may be disadvantaged) or where there are delays to processing

your withdrawal payment (for example, because the banking payments networks are disrupted).

In some circumstances, such as when there is a freeze on withdrawals or the Upstreet App is unavailable, investors may not be able to provide a withdrawal request at all.

Discretion to accept or reject

We can accept or reject any investment or withdrawal request at any time at our discretion, without providing reasons for our decision.

Parts of a unit

Where you submit a request to invest or withdraw an amount that is not equal to a whole unit, we'll issue a fraction of a whole unit to you for the amount you have invested, or exchange a fraction of a whole unit for the amount you have withdrawn.

The value of a fractional unit, and all rights and obligations attaching to a fractional unit, will be in proportion to a whole unit. If you hold more than one fraction of a unit, we may consolidate the fractions into a whole unit.

We issue fractional units rounded to the fourth decimal place. Rounding could impact the value of the amount you invest or withdraw.

2. Additional risks

This section provides additional information in relation to the 'Risks of managed investment schemes' section of the PDS.

Risk levels

The risk profile assigned to each Investment Option is based on the following:

- a. **(Low risk):** investors may experience low returns and a low level of variability (if any) in their investment returns. Where returns are very low, a low risk investment may not keep up with inflation or maintain its 'real' value (ie adjusted for inflation).
- b. **(Moderate to low risk):** investors may experience some variability in their investment returns.
- c. **(Moderate risk):** investors may experience a moderate degree of variability in their investment returns.
- d. **(Moderate to high risk):** investors may experience more than a moderate degree of variability in their investment returns.
- e. **(High risk):** investors may experience a high degree of variability in investment returns, as the potential for greater returns is generally associated with higher risk and volatility.

Multiple Investment Options

You may hold units in more than one Investment Option at a time.

You may also request to switch money from one Investment Option to another Investment Option.

Transfers to third parties

You may not transfer units to another person without our approval (which may be withheld at our sole discretion). If you would like to transfer units to another person, please contact us for more details.

Unit prices

The unit price of any Investment Option, at any time, is calculated by dividing the net trust value of the Fund referable to that Investment Option by the number of units on issue of that Investment Option in the Fund at that time. We calculate the unit price on each business day, except in the circumstances specified in the Constitution.

The net trust value is calculated as the market value of the assets of the Fund, less the liabilities of the Fund on the day in which the value is determined.

Valuation

The valuation of Fund assets is governed by the Constitution. The Constitution provides that assets must be valued in a manner that is consistent with the range of ordinary commercial practice for valuing assets of that type and be reasonably current.

All investments carry risk. For more information about the risks of investing, please see ASIC guidance at moneysmart.gov.au.

Additional risks

In addition to the more significant risks described in the PDS, the following risks may also impact your investment and affect managed investment schemes generally:

- a. (Rewards Offer risk)** the risk that a Partner does not pay an amount in accordance with a Rewards Offer or that a Rewards Offer changes or ends in a manner that you did not expect.
- b. (Manager risk)** the risk that Cache, as manager, cannot or does not successfully implement the investment strategy for the Fund. This risk also includes where Cache's Australian financial services licence is revoked and is not replaced.
- c. (Promoter risk)** the risk that Upstreet, as promoter, cannot or does not successfully procure Rewards Offers on terms that you expect.
- d. (International risk)** some of the assets held by the Fund are listed overseas or give exposure to overseas investments and investments in foreign jurisdictions. There are additional risks associated with holding such investments, such as exposure to foreign currencies, laws, commercial environment or political instability.
- e. (Foreign currency risk)** the risk that an international financial transaction may incur losses due to currency fluctuations.
- f. (Counterparty risk)** the risk that a person that contracts with MSC or Cache fails to meet its contractual obligations, resulting in losses.
- g. (Tax risk)** the risk that tax laws in Australia or overseas may change, which may adversely affect the performance of the Fund or a Fund asset, or the value of your returns from the Fund. Tax law is complex, will apply differently to different investors and is regularly subject to change. You are strongly advised to obtain professional tax advice relating to your investment in the Fund.
- h. (Technology risk)** the risk that information security can be compromised. Although we take steps we consider reasonable to protect information we hold, its security cannot be absolutely guaranteed. Data including phone numbers, email addresses and passwords can be compromised. If data is stored overseas, different privacy and other standards may apply there.

Risks specific to an investment option

In addition to the risks set out above, there may be risks specific to a particular Investment Option. For information about these risks, please see the Investment Options List.

3. How we invest your money

This section provides additional information to the information set out in the 'How we invest your money' section of the PDS.

Investment management

Your investment will be managed in accordance with the PDS (including this AID and the Investment Options List).

Authorised investments

The Fund may hold financial property, including cash, securities and ETFs.

Investment Options

For the investment objective of each Investment Option, the assets in which they invest, their strategic asset allocation, their minimum suggested investment time frame or risk level, please see the Investment Options List.

Rebalancing

We will regularly rebalance the holdings of each Investment Option to ensure they are returned to their strategic asset allocation. We will review the portfolio on each trading day and rebalance where deviations from the strategic asset allocation meet certain thresholds.

Netting

As the Fund is a pooled investment vehicle, all trading occurs on a netted basis. That means, we assess the net trading requirements of the entire Fund.

Where some investors increase their investment in the Fund and other investors decrease their investment, we may only need to trade on-market to reflect the change in cash-flow on an aggregate basis.

Labour standards and environmental, social and ethical considerations

Unless expressly provided in the Investment Options List, neither MSC nor Cache takes into account labour standards or environmental, social or ethical considerations when selecting, retaining or realising investments.

Switching investments

To switch between Investment Options, you will need to submit a request on your Upstreet App to move money from one Investment Option to another, as set out in the 'How the Upstreet Fund works' section of the PDS.

Fund performance

Up to date information on the performance of the Fund, and each available Investment Option, will be available on the Upstreet App.

Changes

We may change the Investment Options from time to time and without notice. For example, we may change the number of Investment Options available, the assets in which the Fund invests and the investment strategy and strategic asset allocation for each Investment Option.

We will make changes to the Investment Options where we consider it is in the best interests of investors to do so, which may include where an underlying asset has become illiquid or suspended from trading or is about to be delisted. We will notify you of any material changes to the Investment Options.

4. Fees and costs

The following information provides additional information to the information set out in the 'Fees and costs' section of the PDS.

DID YOU KNOW?

Small differences in both investment performance and fees and costs can have a substantial impact on your long term returns. For example, total annual fees and costs of 2% of your account balance rather than 1% could reduce your final return by up to 20% over a 30 year period (for example reduce it from \$100 000 to \$80 000).

You should consider whether features such as superior investment performance or the provision of better member services justify higher fees and costs. You may be able to negotiate to pay lower contribution fees and management costs where applicable. Ask the fund or your financial adviser.

TO FIND OUT MORE

If you would like to find out more, or see the impact of the fees based on your own circumstances, the **Australian Securities and Investments Commission (ASIC)** website (www.moneysmart.gov.au) has a managed funds fee calculator to help you check out different fee options.

This document shows fees and other costs that you may be charged. These fees and costs may be deducted from your money, from the returns on your investment or from the assets of the managed investment scheme as a whole.

Taxes are set out in another part of this document.

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

Upstreet Fund

Type of fee or cost	Amount	How and when paid
Fees when your money moves in or out of the product		
Establishment fee		
The fee to open your investment	Nil	
Contribution fee¹ The fee on each amount contributed to your investment	\$1 per transaction up to \$1, 000. Thereafter increasing by \$1 for every additional \$1, 000 or part thereof.	Accrued each time you invest in Fund and deducted from the amount of your contribution to the Fund. The contribution fee will then be paid to Upstreet out of the Fund after the end of the relevant month.
Withdrawal fee² The fee on each amount you take out of your investment	\$1 per transaction up to \$1, 000. Thereafter increasing by \$1 for every additional \$1, 000 or part thereof.	Accrued each time you withdraw from the Fund and deducted from the amount of your withdrawal from the Fund. The withdrawal fees will be paid to Upstreet out of the Fund after the end of the relevant month.
Exit fee		
The fee to close your investment	Nil	
Management costs³		
<i>The fees and costs for managing your investment.</i>	Management fee: Nil	
The amount you pay for a specific Investment Option is set out in the Investment Options List.	Indirect costs ⁴ : Nil to 0.49% pa	Indirect costs are other costs which reduce the returns of the Fund, such as the fees charged by issuers of underlying ETFs (if any). Costs are reflected in the unit price of the Fund as and when they arise.
	Recoverable expenses: Nil ⁵	Any expenses normally incurred in operating the Fund are paid as and when they arise by Cache out of its own resources. Any extraordinary expenses are deducted from the Fund's assets as and when they arise.
Service fees		
Switching fee The fee for changing investment options	\$1 per transaction up to \$1, 000. Thereafter increasing by \$1 for every additional \$1, 000 or part thereof	The switching fee will be incurred once each time you move money from one Investment Option to another and will be deducted from the money moved across as described above in the rows for 'Contribution fee' or 'Withdrawal fee'.

¹ The contribution fee applies to an investment 'top up' initiated by you. It does not apply to investments in the Fund under Reward Offers.

² The withdrawal fee applies to a withdrawal initiated by you. It does not apply where units are voided due to a Partner or financial institution requesting we refund an investment amount.

³ These figures reflect certain costs and expenses that MSC reasonably estimates, as at the date of this PDS, will apply for the current financial year (adjusted to reflect a 12-month period) as a percentage of the net trust value of the Fund. Certain additional fees and costs may apply, namely the inactivity fee and transactional and operational costs. For more information, please see 'Additional explanation of fees and costs' below. For the indirect costs that apply to a particular Investment Option, please see the Investment Options List.

² The estimated indirect costs depends on the Investment Option and is estimated to be 0.00% to 0.49% per annum of the net trust value of the Fund. See 'Indirect costs' under the heading 'Additional explanation of fees and costs.' For the indirect costs that apply to a particular Investment Option, please see section 1 of the Investment Options List.

⁵ For more information see 'Recoverable expenses' under the heading 'Additional explanation of fees and costs'.

Additional explanation of fees and costs

Management costs

The management costs for the Fund incorporate all relevant fees and other costs involved in managing the Fund and deriving investment returns, including recoverable expenses and indirect costs. Management costs do not include transactional and operational costs (described below) or any other costs that an investor would ordinarily incur when investing directly in the Fund's underlying assets.

There is no management fee charged to investors, as Upstreet is paid by Partners under the terms of the Reward Offers available to customers. Upstreet will pass on some or all of that revenue to Cache and MSC (depending on the Reward Offer).

Indirect costs

Indirect costs are not fees charged by us.

Indirect costs are any amounts that we know or where required, reasonably estimate, will reduce the Fund's returns that are paid from the Fund's assets (other than recoverable expenses and transactional and operational costs described elsewhere in this section) or that are paid from the assets of any interposed vehicle (such as an underlying ETF) in which the Fund may invest.

For the indirect costs for a particular Investment Option, see the Investment Options List.

Recoverable expenses

The recoverable expenses represent the expenses incurred in the operation of the Fund. The Constitution allows all properly incurred expenses to be recovered from the Fund and does not place any limit on the amount or types of expenses that can be recovered.

The expenses normally incurred in the day to day operation of the Fund include investment manager fees, fund administration, unit registry and audit costs (other than transactional and operational costs described below). These expenses normally incurred will be paid by Cache out of its own resources while this PDS is current. Where we are unable to recover those expenses from Cache we may recover those expenses from the assets of the Fund.

We, as at the date of this PDS, reasonably estimates that the normally incurred recoverable expenses of the Fund that will apply for the current financial year (adjusted to reflect a 12-month period) will be nil, as these expenses will be paid out of Cache's own resources.

Extraordinary expenses are expenses that are not normally incurred in the day to day operation of the Fund and are not necessarily incurred in any given year. They may include costs associated with holding unitholder meetings, changing the Constitution, or defending or pursuing legal proceedings. Any such expenses will be recovered from the Fund and reflected in its unit price.

We, as at the date of this PDS, reasonably estimates that the extraordinary expenses of the Fund that will apply for the current financial year (adjusted to reflect a 12-month period) will be nil.

Inactivity fee

You acknowledge that the Fund is designed to receive rebates from Partners under Rewards Offers as described in the PDS. We do not charge any fees on accounts that are actively receiving these rebates.

If no investments are made in your account (ie your account is 'inactive') for a continuous period of 6 months, you agree to pay a fee of 50c per calendar month from the date your account becomes inactive. We will send you an email to the address we have on file before we charge this fee to you, so should ensure that you keep us updated about any changes to your email address. These fees do not apply to accounts with no units.

You agree and request that this fee be paid after the end of the relevant month by any of the following methods:

- a) withdrawing the money via a direct debit request from your nominated bank account;
- a) withholding the money from a withdrawal; or
- a) redeeming the relevant number of units held by you to the value of the fee payable,

and paying the amount of the fee to us.

If you do not wish to pay this fee, you may consider remaining 'active' by participating in another Rewards Offer or withdrawing your investment from the Fund.

Transactional and operational costs

Transactional and operational costs are not a fee paid to us, Cache or Upstreet.

The Fund incurs transactional and operational costs, such as brokerage, clearing costs, transactional custodian fees and other transaction fees associated with buying and selling the Fund's assets or processing applications or redemptions (including the transactional and operational costs of underlying funds).

Transactional and operational costs are an additional cost and are not included in the management costs.

A buy spread will be applied to the issue price and a sell spread will be applied to the withdrawal price to ensure that (as much as possible) the transactional and operational costs incurred as a result of an investor entering or leaving the Fund are borne by that investor, and not by other investors. The buy/sell spread for the Fund is MSC's reasonable estimate of the transactional and operational costs that the Fund will incur and is not received by MSC, Cache or Upstreet.

We, as at the date of this PDS, reasonably estimates that the Fund's total transactional and operational costs for the current financial year (adjusted to reflect a 12 month period) will be between 0.28% and 0.42% p.a. of the Fund's net trust value (depending on your Investment Option) and will be substantially recovered from transacting investors through the buy/sell spread.

In any calendar month where the transactional and operational costs in any Investment Option exceed a rate of 2% p.a. of the Fund's net trust value, Upstreet will reimburse the excess to the Fund.

For an estimate of the transactional and operational costs or the buy/sell spread for a particular Investment Option, see the Investment Options List.

The amount of these costs can be expected to vary from time to time depending on the volume and value of transactions undertaken.

Goods and Services Tax

All monetary amounts are in Australian dollars. Fees and costs charged to the Fund attract 10% GST, which is charged to and borne by the Fund. All fees and costs disclosed in this AID are inclusive of GST (as defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth)), to the extent applicable, after taking into

account any expected Reduced Input Tax Credits (**RITCs**). The Fund will claim input tax credits or RITCs where possible under the GST regulations. These credits will reduce the overall cost of GST to the Fund and will be reflected in the unit price.

Service providers

We may provide services or make payments to service providers in return for promotional or operational services for the Fund. These payments will be paid by Cache out of its own resources on a one-off or ongoing basis.

Changes to fees and costs

We have the power to change our fee structure without your consent, subject to the maximum fees described in the Fund's constitution, however we do not currently intend to do so. The Constitution provides for the following maximum fees:

- a) a maximum application fee of 5% of the consideration payable on any application for units applied for (plus GST);
- a) a maximum management fee of 5% of the total gross value of all the Fund's assets (plus GST); ; and
- a) a maximum redemption fee of 5% of the redemption price payable on redemption of units redeemed (plus GST).

Fees and costs may also vary over time due to changes to the Fund, changing economic conditions or changes in regulation. We will provide investors 30 days' notice of any proposed increase to our fees and charges.

5. How managed investment schemes are taxed

This section provides additional information in relation to the 'How managed investment schemes are taxed' section of the PDS.

General

The taxation information in the PDS and this AID is provided for general information only. The PDS and AID assume you hold your investment in the Fund on capital account and are not considered to be carrying on a business of investing, trading in investments, or investing for the purpose of profit making by sale. The information should be used as a guide only and does not constitute professional tax advice as individual circumstances may differ. It should not be used as the basis upon which you make a decision to invest.

The taxation information in this PDS has been prepared based on taxation laws as at the date of this PDS. These laws can change at any time, which may have adverse taxation consequences. It is recommended that investors seek their own professional advice, specific to their circumstances, of the taxation implications of investing in the Fund.

Taxation of the Fund

The income tax treatment of the Fund will depend on whether the Fund is eligible, and elects, to apply the Attribution Managed Investment Trust (**AMIT**) provisions. The AMIT provisions are an elective income tax regime for qualifying Managed Investment Trusts (**MIT**) that provide for flow-through taxation to investors. The AMIT election is irrevocable, and the AMIT provisions will apply in each future income year in which the Fund satisfies the requirements to be a MIT. MSC intends to make the election for the Fund to enter into the AMIT, if it qualifies to be a MIT.

Where the Fund does not satisfy the eligibility criteria to be a MIT, the Fund cannot make the AMIT election and ordinary trust taxation rules apply.

Where the AMIT regime applies for an income year, the following will apply:

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

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

generally be carried forward and adjusted in the year of discovery.

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

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

Multi-class AMITs: A choice is available to elect to treat separate classes of units as separate AMITs. MSC intends to make the AMIT multi-class election to segregate the returns of each investment option. Where the classes are treated as separate AMITs, the gains or losses derived in respect of one of the investment options will not affect the returns of the alternative investment options.

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

Public Trading Trust Rules

The Fund does not intend to derive income other than from an "eligible investment business". Accordingly, it should not be subject to tax as a public trading trust. Further, MSC will seek to ensure it does not control entities that carry on trading activities.

Non-AMIT Provisions

On the basis the Fund is not a public trading trust, the Fund should be treated as a flow-through trust for income tax purposes. This means that you will be taxed on your share of the Fund's net taxable income.

Multi-class non-AMITs

In the absence of an AMIT multi-class election being made, the Fund is treated as a single taxpayer. As the classes are not treated separately for tax purposes, there is a risk that the income, expenses and tax losses are not quarantined to each class, such that all tax deductions and tax losses are spread against the gross income of the Fund. In this scenario, gains or losses derived in respect of one of the investment options may affect the returns on the other investment options.

Taxation of Financial Arrangements (TOFA)

The TOFA rules may apply to financial arrangements held by the Fund when calculating its assessable income. Under the TOFA rules, gains and losses on financial arrangements are generally assessed for tax purposes on a compounding accruals basis (where the gains/losses are sufficiently certain) rather than a realisation basis.

Losses

In the case where the Fund makes a tax loss or capital loss for Australian income tax purposes, the Fund cannot distribute these losses to investors. However, these losses may be carried forward and offset against future gains.

Where the AMIT multi-class election is made, the losses will be quarantined for each class and cannot be offset against gains derived by another class.

Distributions – AMIT

The AMIT provisions require the taxable income of the Fund to be “attributed” to investors on a fair and reasonable basis, having regard to their income and capital entitlements in accordance with the constituent documents. MSC will seek to attribute taxable income having regard to the units held by investors, entitlements to income and capital, as well as cash distributions made to such investors during the relevant period.

Under the AMIT provisions, an investor may be taxable on their share of the Fund’s taxable income prior to receiving distributions from the Fund.

Distributions – Non-AMIT

Provided that the Fund is treated as a flow-through vehicle, investors will be assessed on the taxable income derived by the Fund, based on their proportionate share of the annual income of the Fund that they are presently entitled to. The Fund’s investors will be required to include their share of taxable income in their tax return.

Franking Credits and Franked Dividends

Income distributions from the Fund may include an entitlement to franked dividends. Generally, investors should include the franked dividends and the franking credits (imputation credits) they receive in their assessable income.

Certain additional requirements, including the 45-day holding period rule may need to be satisfied in order to obtain franking credits in relation to dividends. The investor’s particular circumstances (and that of the Fund) will be relevant to determine whether the

investor is entitled to any franking credits in respect of the investor’s share of the franked dividends. Any excess franking credits may be refundable to some investors, such as individuals and complying superannuation funds.

Foreign Income

The Fund may derive foreign sourced income that might be subject to foreign tax. Investors should include their share of both the foreign income and the amount of any foreign tax withheld in their assessable income. In such circumstances, investors may be entitled to a Foreign Income Tax Offset (FITO) for the foreign tax paid, against the Australian tax payable on the foreign sourced income. FITO’s that are not utilised cannot be carried forward to a future income year.

Capital Gains

An investor’s share of the taxable income of the Fund may include an amount that consists of discount and concessional gains derived by the Fund. Investors may be able to reduce the capital gains distributed by the Fund by any capital losses which are available to them. Furthermore, after applying any loss, individual, trust, and complying superannuation fund investors may then be entitled to discount that capital gain by 50% for individuals and trusts and 33.3% for complying superannuation funds in determining the net capital gain that is to be included in their assessable income.

Non-assessable distribution payments – AMIT

Under the AMIT provisions, an investor’s cost base in their units held is increased where taxable income is allocated to them (inclusive of any tax free component of a discount capital gain). The cost base is decreased where cash distribution entitlements are made to the investor in respect of their Units, irrespective of whether the amounts distributed are classified as income or capital. Additional reductions are made for certain tax offsets (such as the franking credit tax offset and foreign income tax offset).

The net annual tax cost base adjustment amount will be detailed in an AMMA tax statement, which will be sent annually to investors after year-end.

Non-assessable distribution payments – Non-AMIT

Tax-deferred distributions may occur where the Fund distributes an amount of cash that exceeds the taxable income allocated to an investor. Certain tax-deferred distributions that are not assessable to an investor result in a reduction in the cost base of the units held by the investor. A capital gain will arise where those tax-deferred distributions exceed the cost base of the units.

Acquisition and disposal of units

An investor acquires a proportionate interest in a unit through transactions with the "Partner company", where the cost base of the unit for tax purposes is equivalent to the rebate received.

If an investor switches investment options or redeems their units in the Fund, this will constitute a disposal for tax purposes.

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

Investors are not generally entitled to sell or transfer units to other persons. However, if an investor does so, the investor may be liable for tax on any gains realised on that disposal of units.

Goods and Services Tax (GST)

The Fund will be registered for GST. The acquisition and disposal of units in the Fund by investors should not be subject to GST. Similarly, the distributions paid by the Fund should not be subject to GST. However, some of the fees and expenses incurred by the Fund are likely to attract GST (at the rate of 10%). The recovery of GST will be dependent on the precise nature of the expenses incurred and the nexus with domestic or international equities. The GST and expected recovery of ITCs or RITCs relating to fees and expenses is incorporated in the management cost for the Fund.

Duty

The issue or redemption of units should not attract any duty. Duty may be payable on the transfer of units. Investors should confirm the duty consequences of transferring units with their taxation adviser.

Tax File Number (TFN)

We will ask you to provide your TFN. You don't need to give it to us, however if you do not provide us your TFN we may be required to deduct tax from your investment.

Tax Reform

Tax reform activity is generally ongoing and such matters may impact on the tax position of the Fund and its investors. You should monitor any proposed legislative changes (including judicial developments) and seek your own professional advice, specific to your own circumstances, in relation to such matters.

New Zealand resident taxation

If you are a New Zealand resident wishing to invest in Australia, we strongly recommend that you seek independent professional tax advice as different rules or laws may apply.

If you are a New Zealand resident wishing to invest in Australia, we strongly recommend that you seek independent professional tax advice. New Zealand resident investors will be taxed on their Units under the foreign investment fund rules or ordinary tax rules, depending on their circumstances. Australian tax will be withheld at prescribed rates from distributions to non-residents to the extent that the distributions comprise relevant Australian sourced income or.

6. Additional information

If your details change

You must notify us of any change to your details, either by email or through the Upstreet App. This includes any changes to your personal details, contact details and foreign tax residency status.

New Zealand WARNING STATEMENT

- a) This offer to New Zealand investors is a regulated offer made under Australian and New Zealand law. However, this offer, and the content of the offer document are principally governed by Australian rather than New Zealand law. It is mainly the Corporations Act and the regulations made under that Act set out how the offer must be made.
- a) 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.
- a) 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.
- a) 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.
- a) The taxation treatment of Australian financial products is not the same as for New Zealand financial products.
- a) If you are uncertain about whether this investment is appropriate for you, you should seek the advice of an appropriately qualified financial adviser.
- a) 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.
- a) If you expect the financial products to pay any amounts in a currency that is not New Zealand dollars, you may incur fees in having the funds credited to a bank account in New Zealand in New Zealand dollars.

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

We'll keep in touch

We'll keep you up to date on your investment in a number of ways, including:

- a) by showing your investment balance and transaction history on the Upstreet App;
- a) by providing you a transaction statement each year; and
- a) by providing you an AMMA (ie a tax statement) each year.

Protecting your privacy

Privacy laws regulate, among other matters, the way organisations collect, use, disclose, keep secure and give people access to their personal information.

We are committed to respecting the privacy of your personal information. Our privacy policy sets out how we manage personal information. By applying to invest in the Fund, you consent to your personal information being collected and used as set out in this policy. If we don't collect this information, we may not be able to provide our services to you.

We collect personal information directly from you, when you ask us to provide you information, through the Upstreet App and throughout our relationship with you.

Your personal information may be provided to other persons such as external service providers, including any custodian, auditor, taxation adviser, legal adviser and information technology service provider. We also provide your personal information to external service providers to verify your identity to comply with our legal obligations under the *Anti-Money Laundering and Counter Terrorism Financing Act 2006* (Cth).

Additionally, your personal information will be disclosed if required by law to do so.

Foreign tax residency

We are required to collect certain information about you in order to determine your foreign tax residency status under the *Taxation Administration Act 1953* (Cth).

Where required by law, we will provide that information (as well as information about your investment in the Fund) to the ATO.

In order to determine your foreign tax residency status (which we need to do at the time you first make an investment in the Fund), we may need to obtain additional information from you, including documentation and certifications.

If you do not provide any information, we reasonably request by the time we require it, we may be required to withhold tax on the payment of any distribution we pay to you or gross proceeds from the sale of investments, or close your account.

You must tell us if your foreign tax residency status changes.

We need to know you

We can't let you invest in the Fund until we have successfully verified your identity. To do this, we may ask you to provide identification documents.

Sometimes we may be required to obtain additional information from you, such as the source or origin of the funds in your investment account and how you plan to use your investment account.

We use third party providers to verify some or all of this information.

If we are unable to verify your identity or you don't provide the information, we reasonably request within an acceptable time frame, we will not accept the rebate in respect of your eligible purchase and we may suspend or close your investment account without prior notice to you or any reason being given. This means that no units will be issued to you, and withdrawals may not be made within the time periods contemplated in the PDS or this AID.

We will not be liable for any losses, including for market movements, that may be incurred by a prospective investor if the acceptance of the rebate is delayed or rejected due to our legal obligations (including those arising under anti-money laundering laws) or other delays caused by a lack of information.

Constitution

The Fund's constitution sets out our obligations as well as your rights as an investor. You can obtain a copy of the Fund's constitution free of charge by contacting us.

The Constitution may be amended from time to time, in accordance with its terms and the law. The *Corporations Act 2001* (Cth) (**Corporations Act**) requires investor consent (given at an investor meeting) for any alteration unless MSC reasonably considers that the alteration will not adversely affect the rights of investors.

We may suspend your account or refuse to process a transaction

You agree that we may (in our discretion) suspend, delay, cancel or refuse to process a transaction (including the issue or redemption of units), where:

- a) we consider such action is necessary or desirable in light of our obligations under anti-money laundering or sanctions or other legal obligations
- a) we believe that a transaction may be fraudulent, or
- b) we consider such action is necessary (for example to manage regulatory risk).

In these circumstances, we will not be liable to you for any resulting loss.

Compliance plan

A compliance plan for the Fund has been lodged with ASIC, setting out how the Fund is operated to ensure compliance with its Constitution and the law. We are responsible for overseeing the compliance plan. Each year the compliance plan, and our compliance with the compliance plan, will be independently audited.

Your rights

Subject to the Constitution, you're generally entitled to receive a share of the Fund's distributable income (referable to your Investment Option), redeem units, transfer units, receive annual audited accounts and inspect the Constitution.

Custody

We have appointed custodians to hold the domestic and international assets of the Fund and may change any of these custodians from time to time. Each of the custodians may appoint their own sub-custodian.

Investor meetings

Investors can call, attend and vote at investor meetings for the Fund subject to the Constitution and the Corporations Act. You will be bound by a resolution of investors, whether or not you attend the meeting at which it is passed.

Your liability

Except as provided below, your liability is limited to the amount you've invested in the Fund.

You may be liable for further amounts relating to fees, taxes or costs incurred in relation to your units or where you otherwise owe us money. These amounts may be recovered from your bank account (if applicable). Details of your liability as an investor are set out in the Constitution.

Termination

We can terminate the Fund at any time or terminate an Investment Option, subject to the Corporations Act. Where the Fund is terminated, the assets of the Fund will be realised, liabilities will be discharged and then the net proceeds will be distributed to the investors of each Investment Option pro rata to their investment in accordance with the Fund's constitution. Your final distribution will be determined by reference to the number of units you hold in an Investment Option on the termination date.

Financial information

Financial information about the Fund will be made available on our website as required by law.

Other information

Where the Fund is a disclosing entity, it will be subject to regular reporting and disclosure obligations under the Corporations Act. We will meet our continuous disclosure obligations by disclosing new material information at pearler.com

Copies of documents lodged with ASIC in relation to the Fund may be obtained from or inspected at an ASIC office. You have a right to obtain a copy of the following documents from us free of charge:

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

Additional classes

We may also offer other classes of units in the Fund under a separate disclosure document to other investors and may create or close different classes of units from time to time.

Units of other classes may have rights and obligations that are different to the units issued under this document.

Changes to the Fund

We can make changes to the Fund, the Investment Options, the PDS and this AID. Sometimes, changes may occur without prior notice. We'll give you 30 days' prior notice of any material changes to the Fund as required by law.

Employee investing

Our employees, and employees of our related bodies corporate, may invest in the Fund subject to our personal account trading policies and procedures.

Consents

Cache, Phillip Capital, Sandhurst Trustees Limited and Upstreet have each given, and at the date of the PDS and this AID have not withdrawn, their consent to be named in the PDS and this AID in the form and context in which they are named.