



Bentham Investment Funds

Other Material Information

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Introduction

This is an important document in relation to the Bentham Investment Funds (Scheme) and should be read together with the Product Disclosure Statement (PDS), the Statement of Investment Policy and Objectives (SIPO) and other documents held on the register at <https://disclose-register.companiesoffice.govt.nz> (Disclose Register). If you are a retail investor you must be given a copy of the PDS before we can accept your application for units.

This Other Material Information Document (Document) has been prepared to meet the requirements of section 57(1)(b)(ii) of the Financial Markets Conduct Act 2013 (FMC Act) and clause 52 of Schedule 4 of the Financial Markets Conduct Regulations 2014 (FMC Regulations). All legislation referred to in this Document can be viewed at www.legislation.govt.nz.

In this Document, "you" or "your" refers to a person or entity that invests in the Bentham Global Income PIE Fund (Fund), whether directly or through a wrap platform or similar administration and custodial service. If you hold units through a wrap platform or similar administration and custodial service, please note the section "Investing through administration and custodial services (e.g. wrap platforms)". "We", "us", "our" or "FundRock" refers to FundRock NZ Limited as the manager of the Scheme. When we use the word "current" or "currently" in relation to any legislation, regulation, policy, information, activity or practice, we refer to these at the date of this document. Any legislation, regulation, policy, information, activity or practice may be reviewed or changed without us notifying you.

Terms used in this Document have the same meaning as in the Master Trust Deed for the establishment of managed investment schemes (including the relevant scheme and fund establishment deeds for the Scheme) unless they are otherwise defined in this Document.

Other information on the Fund

This Document relates to the offer of units in the Fund.

The Fund is constituted within a managed investment scheme called the "Bentham Investment Funds", registered scheme number SCH13506. The Scheme is governed by the Trust Deed dated 1 December 2016 (as amended from time to time), a Scheme Establishment Deed dated 13 September 2021, and a Fund Establishment Deed dated 11 October 2021 (together the "Governing Document" for the Scheme). The Fund invests in accordance with its SIPO. You can get an electronic copy of the Governing Document and SIPO from the scheme register on the Disclose Register.

Investing through administration and custodial services

The Fund is offered through certain administration and custodial services. These include "wrap platforms". When you invest through an administration and custodial service you do not hold units in the Fund directly. Instead, your units are held in the name of a custodial entity for the wrap platform on your behalf. This means many of the legal rights attaching to those units are held by that custodial entity rather than by you, and so your ability to exercise those rights is subject to the terms and conditions agreed between you and the provider of the service. You are encouraged to familiarise yourself with those terms and conditions as set out in the service provider's marketing and legal documentation.

Other information on the parties involved

Manager

FundRock is a fund management company specialising in establishing and managing New Zealand-domiciled funds. With a deep understanding of New Zealand's investment management industry, FundRock works with both local and global investment managers to enable investors to access these specialist managers' investment expertise within funds and solutions that have been tailored for New Zealand's tax and legislative environment.

FundRock was granted a licence to act as the manager of a registered scheme under the FMC Act by the Financial Markets Authority (FMA) on 25 August 2015. The licence is subject to us maintaining the same or better standard of capability, governance and compliance as was the case when the FMA assessed our licence application. The licence is subject to the normal conditions imposed under the FMC Act and the FMC Regulations, and the standard conditions imposed by the FMA.

The names and contact details for directors and information on the shareholders of FundRock are available at www.companiesoffice.govt.nz/companies. This information may change from time to time without notice to you.

Investment Manager

The current investment manager for the Fund is Bentham Asset Management Pty Ltd (Bentham or the Investment Manager).

Bentham is a specialist fixed interest and credit investment manager. Bentham actively manages a number of credit focused funds with varying risk profiles. The funds are designed to generate income while diversifying risk in global credit markets. Bentham's goal is to deliver higher income to investors than can generally be achieved in traditional fixed interest markets, with lower volatility than equity markets. Bentham's investment philosophy is based on a strong credit culture and a systematic investment process, with a focus on the preservation of principal and protection against downside risk. The founders of Bentham previously worked together as part of the Credit Investment Group of Credit Suisse Alternative Capital Inc.

Further information on Bentham, including information on Bentham's directors and senior management, may be found at www.benthamam.com.

Supervisor

The supervisor of the Scheme is Public Trust (Supervisor) and is independent of us.

Public Trust is a statutory corporation and Crown entity established and constituted in New Zealand on 1 March 2002 under the Public Trust Act 2001.

The Supervisor is responsible for supervision of FundRock and the Scheme, including:

- acting on behalf of the Fund's investors in relation to FundRock and any contravention of FundRock's issuer obligations;
- supervising the performance by FundRock of its functions and the financial position of FundRock and the Scheme; and
- holding the Fund's assets or ensuring that the assets are held in accordance with applicable legislative requirements.

The Supervisor holds a licence under section 16(1) of the Financial Markets Supervisors Act 2011 to act as a supervisor in respect of managed funds.

Custodian

Public Trust (Custodian) is the custodian of the assets of the Fund.

As required by the FMC Act, the Custodian is independent of us.

Administration Manager

FundRock has appointed Apex Investment Administration (NZ) Limited as the administration manager (Apex NZ or the Administration Manager) for the Fund. Key roles undertaken by Apex NZ include:

- unit pricing;
- fund accounting; and
- registry services. An electronic register for the Fund is kept at Apex NZ.

Other

Other key parties currently employed by FundRock are:

<i>Party</i>	<i>Role</i>
PricewaterhouseCoopers	Auditor
DLA Piper New Zealand	Legal adviser

Manager and Supervisor's Indemnity

Both we and the Supervisor are entitled to be indemnified out of the Fund. The indemnity covers any personal liability (including Portfolio Investment Entity (PIE) tax) incurred by or on behalf of the Fund, or any action taken or omitted in connection with the affairs of the Fund (other than in respect of our or the Supervisor's negligence, wilful default or wilful breach of trust). It also covers the costs of any litigation or other proceedings in which such liability has been determined (including legal fees and disbursements). The indemnity ranks in priority to the claims of investors. It is subject to the limits on permitted indemnities under the FMC Act which only make the indemnity available in relation to the proper performance of the duties under the FMC Act.

We and the Supervisor, in incurring any debts, liabilities or obligations or in taking or omitting any other action for or in connection with the affairs of the Fund, are each deemed to be acting for and on behalf of the Fund and not in our own respective capacities.

Neither the Supervisor nor we, (except as otherwise expressly provided in the Governing Document) are under any personal liability, nor may resort be had to our private property, for the satisfaction of any obligation of the Fund (other than in respect of our or the Supervisor's negligence, wilful default or wilful breach of trust).

Material Contracts

The following material contracts are in place in relation to the Fund:

- On 1 December 2016, we and Public Trust entered into the Master Trust Deed for the Establishment of Managed Investment Schemes. That deed appointed the Supervisor as supervisor, and the Manager as manager of any schemes established under that deed.
- On 13 September 2021, we and Public Trust have entered into the Scheme Establishment Deed for the Bentham Investment Funds. The deed established the Bentham Investment Funds scheme.
- On 11 October 2021, we and Public Trust have entered into the Fund Establishment Deed for the Bentham Global Income PIE Fund. The deed established the Bentham Global Income PIE Fund.
- On 1 December 2016, we entered into a Supervisor Reporting Agreement with the Supervisor that sets out the arrangements between us and the Supervisor in relation to certain operational matters relating to funds managed by us. The Supervisor Reporting Agreement specifies the reporting and information to be provided by us to the Supervisor, the requirements for operating the Fund's bank accounts and record-keeping. Nothing in the Supervisor Reporting Agreement limits or alters the powers of the Supervisor or our duties under the Governing Document and applicable law.
- On 7 February 2020, the Supervision Team and Custody Team within Public Trust entered into an Internal Delegation of Custodial Functions ("Custodial Functions Document") under which custody services are delegated for certain funds. On 9 October 2022 the Custodial Functions Document was updated to include the Bentham Investment Funds.
- On 25 January 2023, we entered into an Investment Management Agreement with Bentham. Under the agreement, Bentham is responsible for investment of assets of the Fund under normal market terms.
- On 25 January 2023, we and Bentham entered into a Fund Hosting Agreement formalising the framework within which FundRock is engaged by Bentham to establish and manage the Scheme. Under this agreement FundRock is responsible for issuing, administering, and managing the Scheme, with Bentham being appointed as the Investment Manager and

distributor of the Fund. The agreement covers broadly the investment management, administration and distribution of the Scheme and the Fund, branding, advertising and the preparation of offer documents.

Disclosure of Interests

Bentham Asset Management Pty Ltd

Bentham intends to invest the assets of the Fund into the Bentham Global Income Fund (Underlying Fund) also managed by Bentham. Bentham, in its role as Investment Manager for the Fund (representing a single investor into the Underlying Fund), may have a potential conflict with its role as investment manager for the Underlying Fund (representing all investors in the Underlying Fund).

Apex Investment Administration (NZ) Limited

Both we, and the Scheme's administration manager, Apex Investment Administration (NZ) Limited, are ultimately owned by Apex Group Limited. This common ownership may influence us to agree commercial terms with Apex NZ that are more favourable to Apex NZ than would otherwise be the case. If that happened, it would benefit the interests of Apex NZ at the expense of the interests of investors. We manage this potential conflict of interest by certifying to the Supervisor that the arrangement with Apex NZ is on arms' length commercial terms and by complying with our Conflicts of Interest Policy in respect of our relationship with Apex NZ.

Investments in the Fund by related parties

Parties related to the Fund, including the staff of Bentham and their families, and the staff of FundRock and their families may from time to time invest in the Fund.

Management of conflicts of interest

The FMC Act imposes statutory controls on related party transactions and conflicts of interest:

- A related party transaction in respect of the Fund may only be done if the details are notified to the Supervisor and we: 1) certify the transaction (or series of transactions) is "permitted" on the basis that it comprises investment into a regulated investment in New Zealand or Australia, or the transaction is on arm's length terms, or 2) we obtain the Supervisor's consent on the basis that it is in the best interests of investors, or contingent on Special Resolution approval by investors.
- As Manager of the Fund, we are subject to various statutory duties in the performance of our duties as manager, including the requirement to act honestly and in the best interests of investors.
- Where we contract out our functions to other parties, such as the investment management of the Fund to Bentham, we must ensure the persons to whom we contract those functions perform them to the same standard and subject to the same duties and restrictions as if we were performing them ourselves. These include the statutory duties referred to above. We must also monitor the performance of that function.
- Bentham, as Investment Manager of the Fund, must comply with a professional standard of care i.e. in exercising any powers, or performing any duties as investment manager, they must exercise the care, diligence, and skill that a prudent person engaged in the profession of investment management would exercise in the same circumstances.

We have built these statutory controls into our internal compliance processes and procedures. We have a conflicts of interest and related party transactions policy and procedure (Policy) which extends the statutory duties imposed on us to our staff members.

The Policy defines what a conflict of interest is and provides for reporting and disclosure of conflicts of interest to the Board, Manager and Directors.

Explanation of Key Terms

The information below is a summary of the key provisions of the Governing Document. For a detailed description of the Fund and Scheme's governing terms, please refer to the Governing Document held on the Disclose Register. If there is any conflict between information in this Document and the terms of the Governing Document then the terms of the Governing Document prevail.

Making an application

The application process is described in the PDS.

Issue price

If we accept your application, you will be issued units in the Fund at the Issue Price. The Issue Price is the net asset value per unit in the Fund, plus an amount per unit calculated to reflect the cost of acquiring investments following the issue of units and other administrative costs relating to the sale or issue of units ("buy spread"). For the current buy spread for the Fund see www.fundrock.com/fundrock-new-zealand/frnz-documents-and-reporting/. The Issue Price of a unit is generally determined on each business day (Valuation Time).

The value of the assets held by the Fund and the net asset value of the Fund will be determined in accordance with the Scheme's Governing Document and on a consistently applied basis.

If an application is received and accepted before the cut-off time for the Fund on a Valuation Time, units will be issued at the Issue Price determined as at the end of that day (unless we determine otherwise at our discretion). If an application is received and accepted at or after the cut-off time on a Valuation Time, units will be issued at the Issue Price determined as at the end of the following Valuation Time (unless we determine otherwise at our discretion).

The cut-off time for the receipt of applications and cleared funds for the Fund is currently 2.00 p.m. New Zealand time.

The Fund may invest into underlying funds located outside New Zealand (typically in Australia). In some circumstances (eg, where there is a public holiday in the jurisdiction of the underlying fund/s) it may not be possible to determine the Issue Price of a unit for the Fund because there is no valuation data available for the underlying fund/s. In these cases, the Issue Price may be determined on the next business day on which valuation data is available for the underlying fund/s. Alternatively, with the permission of the Supervisor, the Issue Price may be determined by applying an index movement to the previous day's price.

If a payment is dishonoured or reversed, no units will be issued in respect of that payment or any units issued based on that payment will be cancelled.

Charges

Buy/sell spreads

The Issue Price includes a buy spread that provides for the cost of acquiring investments in the Fund. The Redemption Price includes a sell spread that provides for the cost of realising investments in the Fund. Buy and sell spreads take into account any buy and sell spread within an underlying fund. For the most up to date buy/sell spreads see www.fundrock.com/fundrock-new-zealand/frnz-documents-and-reporting/.

Currently, the underlying fund for the Fund reviews buy and sell spreads on a monthly basis and any changes to these spreads are reflected in the Fund's buy and sell spreads

Annual Fund charges

The Fund's estimated annual fund charges (Annual Fund Charges), which includes any management fees, are outlined in the PDS for the Scheme. The Fund charges include fees and costs charged by us, the Supervisor, Custodian, Administration Manager, Investment Manager and auditor. It may also include professional fees (for example for legal and tax advice) and index license costs. These charges may be directly charged to the Fund, or recovered by us from the Fund.

The GST treatment of each of these components varies. For example, GST is charged at 15% on the audit fee while custody fees are an exempt supply for the purposes of GST. These percentages vary, and may change in the future, which is why GST has been estimated.

The Annual Fund Charges are calculated daily and paid monthly in arrears. We may waive or decrease the Annual Fund Charges without notice. Subject to any maximum amount in the PDS we may increase the management fee; or provided that any such fee is permitted, we may charge an additional fee not currently being charged by giving you at least three months' notice.

The Annual Fund Charges described above include any investment management fees deducted within an underlying fund or paid to an underlying investment manager.

Other charges

The Fund will incur other trading costs or exceptional expenses. These other expenses do not form part of the Annual Fund Charges. Some of these expenses may be paid to us or the Administration Manager. There is no limit on these expenses, which will be shown in the Fund's financial statements.

Supervisor's other fees

The Supervisor may charge additional fees to the Fund for special services (e.g., on wind up of the Fund).

Initial service fee

While we have no current intention to do so, we may charge an initial service fee determined by us on the issue of any unit. Any initial service fee, if it were to be charged, would be in addition to any buy spread.

Variation to fees

We may, in our absolute discretion, rebate the buy and sell spread and/or Annual Fund Charges by agreement, with an investor, or a group of investors.

Manager's termination fees

If the Fund terminates, we may charge the Fund a fee and recover costs and disbursements from the Fund for matters relating to termination. You may ask us how much that fee was following termination. Further information on termination fees recoverable by the Manager or Supervisor are contained in the Governing Document.

Distributions

The Fund generally pays distributions monthly. However, there may be periods in which reduced or no distributions are paid and we do not guarantee any level of distributions. We expect to pay distributions within 10 business days. You can elect for your distributions to be reinvested in the Fund. If you do not make a distribution election the default option is reinvestment.

Amendments to the Governing Document

We can agree with the Supervisor to change the Governing Document in certain circumstances, without consulting you. This ability is, however, subject to certain protections (for your benefit) as set out in the Governing Document.

Altering your investment

We may alter or introduce minimum application amounts, holding amounts, transfer amounts and redemption amounts for any Fund at any time. We may allow applications, holdings, transfers and redemptions for less than those minimums at our discretion.

We may decrease or waive the management fee for the Fund at any time without notice.

We can change the SIPO. Before making changes to the SIPO, we will consider if the changes are in your best interests and consult with the Supervisor. We will give notice of changes to investors in the Fund prior to effecting any material changes.

Payment of redemption requests may be suspended or deferred. Details of when this may occur are included in the "Redemption of units" section of this Document.

We may resolve to wind up the Fund. In that case, all assets of the Fund will be realised and the Fund wound up (as explained under the "Insolvency or winding up" section of this Document).

If your holding in the Fund falls below the minimum holding amount fixed by us from time to time or if we determine that an adjustment for PIE tax would reduce your holding to below that minimum holding amount, we may redeem your entire holding and pay the net proceeds into your nominated bank account. We will give you at least one month's notice of our intention to do this.

The current minimum holding amount in the Fund is \$50,000. Thereafter, the minimum additional investment is \$1,000. These minimum amounts may be varied or waived at our discretion. If you are investing through a platform such as InvestNow, the minimums may be lower than those stated in this PDS.

We may take all steps necessary to ensure the Fund remains eligible to be a PIE. This includes our ability to compulsorily redeem some or all of your units and pay the net proceeds to your nominated bank account.

Redemption of units

Minimum redemption amounts

If a redemption request would cause your holding in the Fund to fall below the minimum holding amount (as determined by us from time to time) we may treat the redemption request as a request to redeem all your units in the Fund.

If your holding falls below the minimum holding amount or to a level where an adjustment for PIE tax would leave your holding below the minimum holding amount, we may redeem all of your units and pay the proceeds to your nominated bank account.

Redemption price

The Redemption Price is the net asset value per unit in the Fund, less an amount per unit calculated to reflect the cost of selling investments following the redemption of units and other administrative costs relating to the sale of units ("sell spread"). For the current sell spread for the Fund see www.fundrock.com/fundrock-new-zealand/frnz-documents-and-reporting/. The Redemption Price of a unit is generally determined on each business day ("Valuation Time").

The Redemption Price of a unit is determined on each Valuation Time for the Fund. If an investor's redemption request is received prior to the applicable cut-off time on a Valuation Time, the

Redemption Price applicable to your redemption request will be the Redemption Price determined as at the end of that day (unless we determine otherwise at our discretion). If your redemption request is received at or after the applicable cut-off time on a Valuation Time, the applicable Redemption Price will be the Redemption Price determined as at the end of the following Valuation Time (unless we determine otherwise at our discretion).

The cut-off time for the receipt of applications and cleared funds for the Fund is currently 2.00 p.m. New Zealand time.

The Fund may invest into underlying funds located outside New Zealand (ie, Australia). In some circumstances (eg, where there is a public holiday in the jurisdiction of the underlying fund/s) it may not be possible to determine the Redemption Price of a unit for the Fund because there is no valuation data available for the underlying fund/s. In these cases, the Redemption Price may be determined on the next business day on which valuation data is available for the underlying fund. Alternatively, with the permission of the Supervisor, the Redemption Price may be determined by applying an index movement to the previous day's price.

If an investor's redemption request is in a format approved by the Manager, payment will normally be made within ten business days of our receiving a redemption request from you.

Deferral of redemptions

Fund redemptions may be deferred if:

- we receive one or more redemption requests, within 60 business days, that total more than 10% of Fund units on issue, and
- we consider deferral to be in the general interests of all Fund investors.

We must notify the Supervisor of our intention to defer redemptions as soon as reasonably practicable.

If redemptions are deferred, in accordance with the Trust Deed, then those units that have been subject to the redemption deferral may be repurchased or redeemed by instalments at the Valuation Times for a period determined by us or in total at the end of a period determined by us. In either case, the Redemption Price is to be calculated at the Valuation Time or Valuation Times on which units are repurchased or redeemed.

Suspension of redemptions

We may suspend redemptions where we in good faith form the opinion that it is not practicable, or would be materially prejudicial to the interests of the Fund's investors for the Supervisor to realise assets or borrow to permit unit redemptions.

Particular reasons for suspension mentioned in the Trust Deed are:

- a decision to wind up a Fund,
- financial, political or economic conditions applying in respect of any financial market or other markets in which Authorised Investments may be sold,
- the threat to a Fund's eligibility for PIE status,
- the nature of any asset or investment fund,
- the suspension of redemptions in an underlying fund into which a Fund invests, and
- the occurrence or existence of any other circumstance or event.

If redemptions are suspended, we must give notice to all investors who have made a redemption request. If the suspension is for a period of more than two weeks, we must give notice to all investors in the Fund.

The suspension will continue until:

- we give notice that the suspension is concluded; or
- the expiry of any period stated in the Establishment Deed; or
- six months after the date of the notice; or
- such other date as may be approved by a special resolution of investors.

A redemption request may not be suspended for a period exceeding six months after its receipt (or such other date as is approved by special resolution of investors).

When redemption requests are suspended, in accordance with the Trust Deed, the Redemption Price payable to investors will be calculated on the last business day of the period of the suspension.

Tax on redemptions

Where units are redeemed, the tax liability on income allocated to you up to the redemption date will need to be satisfied either by us cancelling units or by deduction from any distributions. Generally this will occur by cancellation of units on redemption.

Right to sell units

You may sell and transfer all or any of your units, (either to an existing investor or another person) by completing a transfer request form, to be signed by the transferor and transferee. The transfer becomes effective when it is entered in the Register.

We may decline to register any transfer in our absolute discretion and without giving any reasons. Without limiting this discretion, we may decline a transfer due to:

- non-compliance with any law or the provisions of the Governing Document; or
- the transfer resulting in the transferee or the transferor holding less than the minimum holding or more than the maximum holding; or
- the transfer resulting in the Fund becoming ineligible as a PIE or threatening such eligibility.

No transfer of any units can be registered unless any sums owed in respect of those units (including any applicable PIE tax, or other duties or any commissions, fees and charges in respect of the transfer of the units) have been paid.

Termination of the Fund

The Fund will terminate on the first of the following:

- the date of termination (if any) notified in writing by us and the Supervisor to each investor of the Fund which will be at least three months after the date of the notice;
- 80 years less two days from the date of the Trust Deed; or
- the date on which investors determine to terminate the Fund by special resolution.

Taxation

This section briefly summarises the taxation regime as it currently applies to the Fund. It is intended as a general guide only. There may be changes to the taxation legislation and tax rates in the future which may impact each investor differently. Investors should always seek independent professional taxation advice for their individual circumstances.

Portfolio Investment Entity

The Fund has elected to be a PIE.

Gains derived from the Fund will be taxed on an accruals basis. The method of calculation of taxable income may change without notice.

As a multi-rate PIE, the Fund will allocate its taxable income to investors and, where applicable, pay tax on allocated income on behalf of investors for an investor with a prescribed investor rate (PIR) of greater than zero. The Fund will undertake any necessary adjustments to an investor's interests in the Fund to reflect that the Fund pays tax at varying rates on behalf of investors.

Investors will not pay tax on distributions (if any) paid to investors from the Fund.

Foreign residents

If an investor is not a New Zealand resident, the investor's allocated income from the Fund will be taxed at 28%. FundRock will account to the IRD directly for tax on a non-resident investor's allocated income from the Fund.

However, FundRock has elected for the Fund to be a foreign investment variable-rate PIE. For eligible foreign residents who have sufficiently completed and provided to us a notified foreign investor (NFI) form (available on request), tax will be calculated and paid by the PIE based on the type and source of income allocated to the NFI, as follows:

All non-New Zealand sourced income, fully imputed dividends, income from New Zealand based financial arrangements excluding interest covered below	0%
New Zealand interest income	1.44%
New Zealand dividend income, to the extent it is un-imputed, is taxed based on whether the investor is resident in a country with which New Zealand hold a double tax agreement (DTA) that reduces the dividend withholding tax rate below the standard 30%.	15% (DTA); 30% (no DTA)
Other New Zealand sourced income (if any)	28%

Once every year the Fund must check their investors are still NFIs.

General

Investors must advise FundRock of their PIR and IRD number when applying to invest in the Fund and if their PIR changes at any time. If an investor does not provide their PIR to FundRock they will automatically be taxed at the maximum default rate of 28%. If an investor provides a PIR lower than the correct PIR, they may need to pay any tax shortfall, plus interest, and penalties. If the default rate or the PIR advised by the investor is higher than the correct PIR, then any additional tax paid by the Fund on the investor's behalf may reduce their income tax liability for that tax year and may give rise to a tax refund.

The Commissioner of Inland Revenue can require FundRock to disregard a PIR notified by an investor if the Commissioner considers the rate to be incorrect. The rate specified by the Commissioner would then apply to that investor's attributed income.

Taxable income is attributed annually to 31 March, or at any time an investor withdraws all or part of their investment from the Fund.

If there is a tax loss or there are excess tax credits allocated to an investor for a period, these will generally be available to investors with a PIR other than 0% in the form of a rebate. The Fund will either re-invest this rebate by purchasing units in the Fund on an investor's behalf in respect of annual attributions as at 31 March or include it in the net proceeds payable to that investor or applied on their behalf as a result of a full withdrawal. For non-individual investors with a 0% PIR, the tax loss or excess credits may be available for offset in that investor's tax return against other income, with any excess available to carry forward.

Other Risks

The PDS for the Scheme describes the key risks associated with an investment in the Fund. Further information is provided below. Different investments have different types of risks. We recommend that you seek professional advice before investing in the Fund to understand what risks are associated with this investment, especially in relation to your circumstances.

Administration and operational risk: Administration risk is the risk that instructions in relation to your investments in the Fund have not been accurately relayed or processed or that fraudulent instructions are acted upon. FundRock, the Investment Manager, and the Fund Administrator will follow reasonable electronic instructions in good faith. Whilst we cannot always detect fraudulent instructions we will apply best endeavours to mitigate this risk. Operational risk may arise from human error, error by third parties, communication errors, or technology failures, among other causes.

Collateral risk: The Underlying Fund enters into derivatives arrangements that require it to deliver (or 'post') collateral to the derivative counterparty or clearer. As a result, the Underlying Fund, and therefore the Fund, may be exposed to certain risks in respect of that collateral including the credit risk of the counterparty or clearer.

Counterparty risk: The Underlying Fund is, to a certain extent, reliant on external providers in connection with its operation and investment activities. There is a risk with these arrangements that the other party to a contract (such as derivatives contract, physical security or foreign exchange contract trade) may fail to perform its contractual obligations either in whole or part (refer to 'Credit Risk' for more information). In such circumstances, any collateral lodged with counterparties related to these derivatives may also be at risk. This may result in the investment activities of the Underlying Fund, and therefore the Fund, being adversely affected.

Cybersecurity risk: Cybersecurity breaches may allow an unauthorised party to gain access to the Fund's assets, customer data, or proprietary information, or cause the Fund or its service providers to suffer data corruption or lose operational functionality.

Fund risk: These are risks specific to the Fund. These risks include that the Fund could terminate; the fees and expenses of the Fund could change; FundRock may be replaced as manager; Bentham's investment team may change; or that investing in the Fund may lead to a different result than investing in the market directly. FundRock aims to keep fund risk to a minimum by monitoring the Fund and the investments of the Fund at all times and acting in investors' best interests.

Key person risk: This is the risk that key individuals are no longer able to fulfil their obligations in respect of the investment or administration of the Fund. FundRock aims to ensure that all staff are highly qualified and capable of mitigating individual key personnel risk. FundRock will ensure that it has sufficient resources to enable the Fund to continue unaffected should any member of the team be unable to fulfil their obligations.

Regulatory risk: This is the risk that domestic or international laws or regulations are changed adversely or that regulatory supervision of transactions and reporting is performed by managers and their custodians at less than an appropriate standard. Regulatory risk is managed by FundRock by regularly and closely reviewing changes in the law and seeking expert legal advice where necessary.

Underlying Fund risk: Underlying Fund risk refers to specific risks associated with the Underlying Fund, such as termination, changes to fees and expenses and government policies. The Underlying Fund may close to further investments or terminate, following notice to unitholders, impacting investors in the Fund.

The investment by the Fund in the Underlying Fund is governed by the terms of the constitution and the PDS of the Underlying Fund (each as amended from time to time), the Australian Corporations Act, and other laws. The value or tax treatment of an investment in the Underlying Fund or its underlying assets, or the effectiveness of the Underlying Fund's trading or investment strategy may also be adversely affected by changes in government policies (including taxation), regulations and laws, or changes in generally accepted accounting policies or valuation methods. Such changes could also make some investors consider the Underlying Fund to be a less attractive investment option than

other investments, prompting greater than usual levels of withdrawals, which could have adverse effects on the Underlying Fund, and therefore the Fund.

There is also a risk that investing in the Underlying Fund may give different results from holding the underlying assets of the Underlying Fund directly because of:

- income or capital gains accrued in the Underlying Fund at the time of investing; and
- the consequences of investment and withdrawal decisions made by other investors in the Underlying Fund; for example, a large level of withdrawals from the Underlying Fund may lead to the need to sell underlying assets which would potentially realise income and/or capital gains.

Bentham aim to manage these risks by monitoring the Underlying Fund and by acting in investors' best interests. In the event of winding up the Underlying Fund, Bentham will realise all the Underlying Fund's assets, which will generally result in the crystallisation of tax positions (both income and capital) at that time.

Withdrawal risk: If a situation occurs where the assets that the Underlying Fund invests in are no longer able to be readily bought and sold, or market events reduce the liquidity of a security or asset class, there is a risk that the generally applicable timeframe for meeting withdrawal requests from the Underlying Fund may not be able to be met. This is because it may take longer to sell these types of investments at an acceptable price. In this case, withdrawals from the Underlying Fund may take significantly longer than the generally applicable timeframe, which may impact redemption timeframes for the Fund.

How risks can affect an investment

The actual or perceived existence of risk may manifest itself in uncertainty, which in turn increases volatility of investment returns. When the collective sentiment of the market is positive, prices rise; when it is negative, prices fall. If specific risks eventuate a total loss of capital may occur. Each investment will be affected by a different combination of risks.

Because of these risks, it is foreseeable that an investor may receive back less than the capital invested by the investor into the Fund. However, the investor will not be required to pay more money than the amount the investor invested in the Fund (with the exception of any PIE tax liability that may be incurred).

Insolvency or winding up

You will not be liable to pay money to any person as a result of the insolvency or winding up of the Fund (except as described below).

You will be liable to meet any tax liability attributable to you which exceeds the value of your investment in the Fund (in which case you indemnify the Supervisor for the difference between the value of the units and the tax liability).

On insolvency or winding up of the Fund, the assets of the Fund are first applied to meet the claims of any creditors of the Fund (whether preferred, secured or unsecured), which includes the Supervisor's and Manager's claims for fees and expenses. Following this, the remainder of the assets of the Fund will be distributed to investors in proportion to the number of units held.

At the date of this document there are no other claims on the assets of the Fund that rank ahead of or equally with the claims of investors. In certain circumstances, you may receive assets other than cash (e.g. securities in another investment held by the Fund) as part of a wind up.

More information about market indices

The Fund's returns are measured against the market indices described in the SIPO. More information about these market indices can be found at www.bloomberg.com.

No guarantee

Neither the Supervisor, Manager, Investment Manager nor any other person guarantees or provides undertakings in relation to the return of capital invested in the Fund by an investor, the payment of any return on capital, or provision of any distribution or payment of any money in relation to the Fund, or the performance of the Fund.