
Antipodes Investment Funds

Other Material Information

Dated 3 September 2025
Issued by FundRock NZ Limited



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Introduction

This is an important document in relation to your investment in the Antipodes 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 www.companiesoffice.govt.nz/disclose ("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 Antipodes Global Fund (PIE), the Antipodes Global Value Fund (PIE), or the Antipodes Emerging Markets Fund (PIE) ("Funds"), 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 titled "Investing through administration and custodial services". "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 Funds

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

The Funds are constituted within a managed investment scheme called the "Antipodes Investment Funds", registered under scheme number SCH12434. The Scheme is governed by:

1. the Trust Deed dated 1 December 2016 and as amended on 11 January 2021,
2. the Scheme Establishment Deed dated 28 June 2018,
3. the Fund Establishment Deeds establishing the Antipodes Global Fund (PIE) and the Antipodes Global Value Fund (PIE), each dated 28 June 2018, and the Fund Establishment Deed establishing the Antipodes Emerging Markets Fund (PIE), dated 27 September 2024, (together the "Governing Documents" for the Scheme).

The Funds invest in accordance with the Scheme's SIPO. You can get an electronic copy of the Governing Documents and SIPO from the scheme register on the Disclose Register.

Investing through administration and custodial services

The Funds are 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 Funds 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 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 the investment expertise of specialist managers 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 <https://companies-register.companiesoffice.govt.nz/>. This information may change from time to time without notice to you.

Investment Manager

The current investment manager for the Funds is Antipodes Partners Limited ("Antipodes" or "Investment Manager"). Further information on Antipodes, including information on Antipodes' directors and senior management, may be found at <http://www.antipodespartners.com>.

Antipodes is responsible for investing the assets of the Funds in compliance with investment guidelines agreed between us and the Investment Manager from time to time. The investment guidelines are set to ensure the Funds remain invested within limits documented in the SIPO.

Supervisor

The supervisor of the Scheme is Public Trust ("Supervisor"). Public Trust 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 supervising us and the Scheme, including:

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

The Supervisor was granted 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 is the custodian of the Funds' assets.

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

Administration Manager

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

- unit pricing;
- fund accounting; and
- registry services.

An electronic register for the Funds is kept at Apex NZ.

Other

Other key parties currently employed by us are:

Party	Role
PricewaterhouseCoopers	Auditor
DLA Piper New Zealand	Legal adviser
PricewaterhouseCoopers	Tax adviser

Manager and Supervisor's indemnity

Both we and the Supervisor are entitled to be indemnified out of the Funds. The indemnity covers any personal liability (including Portfolio Investment Entity ("PIE") tax) incurred by or on behalf of the Funds, or any action taken or omitted in connection with the affairs of the Funds (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 Funds, are each deemed to be acting for and on behalf of the Funds and not in our own respective capacities.

Neither the Supervisor nor we (except as otherwise expressly provided in the Governing Documents) are under any personal liability, nor may resort be had to our private property, for the satisfaction of any obligation of the Funds.

Material Contracts

The following material contracts are in place in relation to the Scheme and Funds:

- 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 us as manager of any schemes established under that deed. The Master Trust Deed was amended on 11 January 2021.
- On 28 June 2018, we and Public Trust entered into the scheme establishment deed for the Scheme. The deed established the Scheme.
- On 28 June 2018, we and Public Trust entered into fund establishment deeds for the Antipodes Global Fund (PIE) and the Antipodes Global Value Fund (PIE).
- On 27 September 2024, we and Public Trust entered into the fund establishment deed for the Antipodes Emerging Markets Fund (PIE).
- 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 the Funds. The supervisor reporting agreement specifies the reporting and information to be provided by us to the Supervisor and the requirements for operating the Funds' bank accounts and record-keeping. Nothing in this agreement limits or alters the powers of the Supervisor or our duties under the Governing Documents and applicable law. On 17 June 2019, the Supervisor and FundRock updated the current Supervisor Reporting Agreement to include the Antipodes Global Fund (PIE) and Antipodes Global Value Fund (PIE), and again on 21 October 2024 to include the Antipodes Emerging Markets Fund (PIE).
- On 26 August 2016, we and Apex NZ entered into an administration agreement under which we delegated certain administrative functions in relation to certain funds to Apex NZ, including registry, fund accounting, and unit pricing. On 28 June 2018 the current agreement was updated to include the Antipodes Global Fund (PIE) and the Antipodes Global Value Fund (PIE). On 29 October 2024 the current agreement was updated to include the Antipodes Emerging Markets Fund (PIE).
- On 15 June 2018, we entered into an investment management agreement with Antipodes. Under the agreement, Antipodes is responsible for investment of assets of the Funds under normal market terms.
- On 15 June 2018, we and Antipodes entered into a fund hosting agreement formalising the framework within which we are engaged by Antipodes to establish and manage the Scheme. Under this agreement we are responsible for issuing, administering, and managing the Scheme, with Antipodes being appointed as the investment manager and distributor of the Funds. The agreement covers broadly the investment management, administration, and

distribution of the Scheme and the Funds, as well as branding, advertising, and the preparation of offer documents.

Disclosure of Interests

Antipodes Partners Limited

Antipodes intends to invest the assets of the Funds into underlying offshore funds (called the Antipodes Global Fund – UCITS, Antipodes Global Fund – Long – UCITS, and the Antipodes Emerging Markets) established and managed by an affiliate of Antipodes Partners Limited (“Underlying Funds”). Antipodes, in its role as Investment Manager for the Funds (representing a single investor into the Underlying Funds), may have a potential conflict with the affiliate managing the Underlying Funds (representing all investors in the Underlying Funds).

Apex Investment Administration (NZ) Limited

Both we and the Scheme's administration manager, Apex NZ, 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.

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 Funds may only be done if the details are notified to the Supervisor and we: 1) certify the transaction (or series of transactions) is "permitted"¹ on the basis that the transaction is on arm's length terms or falls within another "permitted" category of transaction, 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 Funds, 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 Funds to Antipodes, 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.
- Antipodes, as investment manager of the Funds, 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 conflict of interest and related party transactions policies and procedures (“Policies”) which extends the statutory duties imposed on us to our staff members.

The Policies defines what a conflict of interest is and provides for reporting and disclosure of conflicts of interest to the directors of the FundRock board.

Explanation of Key Terms

The information below is a summary of the key provisions of the Governing Documents. For a detailed description of the Funds' governing terms, please refer to the Governing Documents held on the scheme register at <https://disclose-register.companiesoffice.govt.nz/> (“Disclose Register”). If there

¹ As per the FMC Act.

is any conflict between information in this Document and the terms of the Governing Documents, then the terms of the Governing Documents 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 of your choosing 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 ("buy spread") and other administrative costs relating to the sale or issue of units ("Issue Price"). For the current buy spreads for the Funds 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 each Fund and the net asset value of the Funds will be determined in accordance with the Scheme's Governing Documents and on a consistently applied basis.

If an application is received and accepted before the cut-off time of the Funds on a Valuation Time, units will be issued at the Issue Price determined as at the end of that day. 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.

The cut-off time for the receipt of applications and cleared funds for the Funds is currently 11am, New Zealand time.

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 Funds. The redemption price ("Redemption Price") includes a sell spread that provides for the cost of realising investments in the Funds ("sell spread"). For the most up to date buy/sell spreads see www.fundrock.com/fundrock-new-zealand/frnz-documents-and-reporting/.

We review the buy/sell spreads from time to time.

Annual fund charges

The estimated annual fund charges are outlined in the PDS for the Scheme and include fees and costs charged by the manager, Supervisor, custodian, administrator, Investment Manager, registrar 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 Funds, or recovered by the manager from the Funds.

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 estimated annual fund charges are calculated daily and paid monthly in arrears. We may waive or decrease the estimated 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 estimated annual fund charges above include any investment management fees deducted within an underlying fund or paid to an underlying investment manager.

Manager's termination fees

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

Other charges

The Funds will incur other trading costs or exceptional expenses. These other expenses do not form part of the estimated 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 Funds' financial statements.

Supervisor's other fees

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

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 spreads and/or estimated annual fund charges (which includes management fees) by agreement with an investor or a group of investors.

Additional explanation of performance fees

Depending on how well a 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 15% of the difference between the Fund's return (net of management fees) and its benchmark's return, multiplied by the net asset value of the Fund.

The benchmark used for calculating the performance fee for the Antipodes Global Fund (PIE) and the Antipodes Global Value Fund (PIE) is the MSCI All Country World Index (Net Return) (in New Zealand Dollar Terms). The benchmark used for calculating the performance fee for the Antipodes Emerging Markets Fund (PIE) is the MSCI Emerging Market Index (Net Return) (in New Zealand Dollar Terms). If an index ceases to be published, we will nominate an equivalent replacement index.

The performance fee is calculated and accrued each business day and if due is paid annually as at 30 June each year.

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 -- the latter both assumed to be nil in the examples), multiplied by the Fund's daily out or underperformance compared to the benchmark, multiplied by 15% (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	15%	15%	15%
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*	\$750	\$16,875	-\$28,500
Performance fee accrual (carried over from previous day)	\$20,000	-\$60,000	\$75,000
Total performance fee accrual	\$20,750	-\$43,125	\$46,500

1 – 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.

Units withdrawn during a calculation period

The proceeds received by investors for units redeemed 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.

Distributions

We do not currently intend to distribute income or capital gains for the Funds. Any income or capital gains will be included in the unit price calculated for the Funds. We may elect to start paying distributions in the future.

Amendments to the Governing Documents

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

Altering your Investment

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

We may decrease or waive the management fee for any 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 relevant Funds 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" section of this Document.

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

If your holding in any 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 minimum holding amount in each Fund is currently \$25,000. Thereafter, the minimum additional investment is \$5,000. 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 Document.

We may take all steps necessary to ensure the Funds remain eligible to be PIEs. This includes our ability to compulsorily redeem some or all 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 any 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 your units and pay the proceeds to your nominated bank account.

Redemption price

The Redemption Price of a unit is determined on each Valuation Time for the Funds. 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. 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.

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 Funds' 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 Establishment Deed; 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 a Fund

A 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 Funds. 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 Funds have each elected to be a Portfolio Investment Entity (PIE fund).

At the date of this document, the Funds calculate the taxable income accruing from the Underlying Funds, as foreign investment funds, using the Fair Dividend Rate (FDR) method. You can find more information on the FDR method on the IRD website (www.ird.govt.nz) – search for 'IR461'. The method of calculation of taxable income may change without notice.

As multi-rate PIEs, the Funds will allocate their 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) greater than zero. The Funds will undertake any necessary adjustments to an investor's interests in the Funds to reflect that the Funds pay tax at varying rates on behalf of investors.

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

You can find out more about PIE funds and how they are taxed on the Inland Revenue website (www.ird.govt.nz) – search for 'PIE for Investors'.

Withholding tax – Underlying Funds

The Funds currently invest through Underlying Funds. The Underlying Funds may have foreign withholding tax deducted from income that they receive. However, withholding tax or income received by the Underlying Funds is not recognised under New Zealand tax law and therefore cannot be utilised against any PIE tax liability related to investments in the Funds.

Tax deductibility of fees in Underlying Funds

Under the FDR calculation, the benefit of tax deductibility of fees incurred within the Underlying Funds is minimal because of the dilution effect of calculating taxable income based on 5% of market value.

Foreign residents

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

General

Investors must advise us of their PIR and IRD number when applying to invest in the Funds and if their PIR changes at any time. If an investor does not provide their PIR to us, 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 income year and may give rise to a tax refund.

The Commissioner of Inland Revenue can require us 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 Funds.

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 Funds will either

- re-invest this rebate by purchasing units in the Funds 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.

Short Selling

The Underlying Fund used by the Antipodes Global Fund (PIE) may use equity shorts and currency positions where it sees attractive opportunities, and also to offset specific unwanted portfolio risks and provide some protection from tail risk.

The Investment Manager will generally effect a short sell through the use of equity and index swaps, which are derivative contracts in which two parties agree to exchange payments of value (or cash flows) for another. They are typically non-deliverable contracts, cash settled for profit or loss.

The Investment Manager may also effect a short selling strategy by borrowing the desired security, whereby the security is repurchased in the market and repaid to the lender to close the short position.

When the Investment Manager takes a short position, it is expected that the asset will depreciate, although there is a risk that the asset could appreciate. In this case, it is possible that the loss could exceed the amount initially invested, which is not the case with a long security. Refer to the examples below for risk considerations relating to short selling.

Example 1: Potential loss

The Underlying Fund short sells (via a swap agreement) 10,000 shares of XYZ at \$100, and closes the position when the share price rises to \$120 by entering into an equal and opposite trade. Assuming nil costs and receivables:

Trade	No. of shares	Share Price (\$)	Total Income/Cost (\$)
Opening sell	10,000	100	1,000,000
Closing buy	10,000	120	(1,200,000)
Loss			(200,000)

Example 2: Potential gain

The Underlying Fund short sells (via a swap agreement) 10,000 shares of XYZ at \$100, and closes the position when the share price falls to \$80 by entering into an equal and opposite trade. Assuming nil costs and receivables:

Trade	No. of shares	Share Price (\$)	Total Income/Cost (\$)
Opening sell	10,000	100	1,000,000
Closing buy	10,000	80	(800,000)
Profit			200,000

Other Risks

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

Fund risk: These are risks specific to the Funds. These risks include that the Funds could terminate; the fees and expenses of the Funds could change; we may be replaced as manager; the Antipodes investment team may change; or that investing in the Funds may lead to a different result than investing in the market directly. We aim to keep fund risk to a minimum by monitoring the Funds and the investments of the Funds 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 Funds. We aim to ensure that all staff are highly

qualified and capable of mitigating individual key personnel risk. We will ensure that we have sufficient resources to enable the Funds 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 us by regularly and closely reviewing changes in the law and seeking expert legal advice where necessary.

Administration risk: This is the risk that instructions in relation to your investments in the Funds have not been accurately relayed or processed or that fraudulent instructions are acted upon. We, the Investment Manager, and the administration manager will follow reasonable electronic instructions in good faith. Whilst we cannot always detect fraudulent instructions, we will apply best endeavours to mitigate this risk.

Investment risk: The underlying investments of the Funds may fall in value. Antipodes, as investment manager, aims to reduce investment risk by limiting exposure to any one investment and with careful analysis of and research into the management of the underlying investment prior to investing. We hold regular meetings with investment manager to ensure that the underlying investments and investment process remains consistent with the investment objectives of the Funds.

Country market risk: Economic, technological, political, or legal conditions and market sentiment can lead to volatility in the value of investments and the overall level of liquidity in the market. To the extent possible, Antipodes aims to reduce this risk by continuously engaging in research and analysis to form a view of the market.

Counterparty risk: The risk of loss resulting from the insolvency or bankruptcy of a counterparty used by the Investment Manager to execute trades. Antipodes aims to keep this risk to a minimum by only selecting counterparties that it considers appropriate for each Fund and by regularly monitoring the counterparties.

Concentration risk: When investments in an Underlying Fund are concentrated in a smaller number of securities than the broader market index, the unit price of the Fund may be more volatile than the return of the benchmark. The Underlying Funds have both security and sector limits relative to the market index which aim to manage this risk by ensuring satisfactory diversification.

Interest risk: Changes in interest rates can influence the value and returns of investments. The Investment Manager's careful analysis of detailed research, in combination with diversified holdings, aims to minimise this risk.

Small Company risk: Investing in securities of smaller companies may be riskier than investing in larger, more established companies. Smaller companies may have limited financial resources, a less established market for their shares, and fewer shares issued. This can cause the share prices of smaller companies to fluctuate more than those of larger companies. The market for the shares of small companies may be less liquid.

Collateral risk: The Underlying Fund may pledge collateral as security to a counterparty, which may present risk of loss of that collateral. Risks include the security being forfeited in the event of a default event of an agreement, or the credit risk of the counterparty. In the event the counterparty or clearer becomes insolvent at a time it holds collateral posted by the Underlying Fund, the Underlying Fund will be an unsecured creditor and will rank behind preferred creditors.

Income risk: The Antipodes Emerging Markets Fund (PIE) may make payments (regular or irregular) as distributions, depending on the income the Fund receives from underlying assets. These may fluctuate significantly in their value with the ups and downs in the economic cycle and the fortunes of the issuing firm. Additionally, the aggregate effect of holding all assets simultaneously may result in risk due to the losses from other assets.

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 Funds. However, the investor will not be required to pay more money than the amount the investor invested in the Funds (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 Funds (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 Funds (in which case you indemnify the Supervisor for the difference between the value of the units and the tax liability). A custodian that holds legal title to units on behalf of underlying investors and elects to be a proxy for PIE investors will, under the terms of the application form attached to the PDS, be asked to indemnify us and the Supervisor for any losses, liabilities, costs, or expenses arising from any breach (in relation to underlying investors that such custodian is responsible for) of the investor interest size requirements under section HM 15 or the investor membership requirements under section HM 14 of the Income Tax Act 2007, including the losses, liabilities, costs, or expenses arising from the Funds losing PIE status.

On insolvency or winding up of the Funds, the assets of the Funds are first applied to meet the claims of any creditors of the Fund (whether preferred, secured, or unsecured), which includes the Supervisor's and our claims for fees and expenses. Following this, the remainder of the assets of the Funds 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 Funds 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 Funds) as part of a wind up.

More Information about Market Indices

The Funds' returns are measured against the market index described in the SIPO. More information about this market index can be found at the following web page:

- www.msci.com

No Guarantee

Neither the Supervisor, us, nor any other person guarantees or provides undertakings in relation to the return of capital invested in the Funds by an investor, the payment of any return on capital, or provision of any distribution or payment of any money in relation to the Funds, or the performance of the Funds. An investor's investment is not secured against any assets.