

Milford Australian Absolute Growth Fund



Product Disclosure Statement

ARSN 621 244 559
APIR ETL8155AU
Issue Date 2 October 2017

Contents

1. Fund at a glance	3
2. ASIC Benchmarks	4
3. Disclosure Principles	5
4. Who is Managing the Fund?	7
5. How the Fund Invests	8
6. Managing Risk	11
7. Investing and Withdrawing	13
8. Keeping Track of Your Investment	17
9. Fees and Other Costs	18
10. Taxation	21
11. Other Important Information	24
12. Glossary of Important Terms	27

Investment Manager

Milford Australia Pty Ltd
ABN 65 169 262 971 AFSL 461253
Suite 5, Level 33, MLC Centre
19-29 Martin Place, Sydney NSW 2000
Web: www.milfordasset.com

Administrator and Custodian

National Australia Bank Limited
ABN 12 004 044 937

Responsible Entity

Equity Trustees Limited
ABN 46 004 031 298, AFSL 240975
GPO Box 2307
Melbourne VIC 3001
Ph: +613 8623 5000
Web: www.eqt.com.au/insto

Registry and Customer Service

Mainstream Fund Services Pty Ltd
ABN 81 118 902 891
Ph: 1300 133 451
E: milford.registry@mainstreamgroup.com

This Product Disclosure Statement (“PDS”) was issued on 2 October 2017. This PDS is for the offer of interests in the Milford Australian Absolute Growth Fund ARSN 621 244 559 APIR ETL8155AU (referred throughout this PDS as the “Fund”).

The PDS has been prepared and issued by Equity Trustees Limited (ABN 46 004 031 298, Australian Financial Services Licence (“AFSL”) No. 240975) in its capacity as the responsible entity of the Fund (referred throughout this PDS as the “Responsible Entity”, “Equity Trustees”, “us” or “we”). The investment manager is Milford Australia Pty Ltd (ABN 65 169 262 971 AFSL No. 461253) (referred to throughout this PDS as the “Investment Manager”, “Milford” or “MAPL”).

This PDS is prepared for your general information only. It is not intended to be a recommendation by the Responsible Entity, Investment Manager or any associate, employee, agent or officer of the Responsible Entity, Investment Manager or any other person to invest in the Fund. This PDS does not take into account the investment objectives, financial situation or needs of any particular investor. You should not base your decision to invest in the Fund solely on the information in this PDS. You should consider the suitability of the Fund in view of your personal financial circumstances, investment objectives and needs. You may want to seek advice before making an investment decision.

The Responsible Entity has authorised the use of this PDS as disclosure to investors and prospective investors of an investor directed portfolio service, master trust, wrap account or an investor directed portfolio service-like scheme (“IDPS”). This PDS is available for use by persons applying for units in the Fund through an IDPS (“Indirect Investors”). The operator of an IDPS is referred to in this PDS as the “IDPS Operator” and the disclosure document for an IDPS is referred to as the “IDPS Guide”. If you invest through an IDPS, your right and liabilities will be governed by the terms and conditions of the IDPS Guide. Investors should carefully read these terms and conditions before investing in the Fund. Please refer to the “Investment and withdrawals” section for further information on investments through an IDPS.

Equity Trustees, the Investment Manager and their employees, associates, agents or officers do not guarantee the success, repayment of capital or any rate of return on income or capital or the investment performance of the Fund. Past performance is no indication of future performance. An investment in the Fund does not represent a deposit with or a liability of Equity Trustees, the Investment Manager or any of their associates. An investment is subject to investment risk, including possible delays in repayment and loss of income or capital invested. Units in the Fund are offered and issued by the Responsible Entity on the terms and conditions described in this PDS. You should read this PDS in its entirety.

The forward looking statements included in this PDS involve subjective judgment and analysis and are subject to significant uncertainties, risks and contingencies, many of which are outside the control of, and are unknown to, Equity Trustees, the Investment Manager and their officers, employees, agents or associates. Actual future events may vary materially from the forward looking statements and the assumptions on which those statements are based. Given

these uncertainties, you are cautioned to not place undue reliance on such forward looking statements.

In particular, in considering whether to invest in the Fund, investors should consider the risk factors that could affect the financial performance of the Fund. Some of the risk factors affecting the Fund are summarised in section 6.

Unless otherwise stated, all fees quoted in the PDS are inclusive of Goods and Services Tax (“GST”) after allowing for an estimate for Reduced Input Tax Credits (“RITCs”), and all amounts are in Australian dollars.

If you are a Retail Client you may have a right to a ‘cooling off’ period in relation to an investment in the Fund within 14 days of the earlier of:

- confirmation of the investment being received or available; and
- the end of the fifth Business Day after the units are issued.

The right to cool off may not apply if you are an Indirect Investor, even if you are a Retail Client. Indirect Investors should seek advice from their IDPS Operator or consult the IDPS Guide or similar type document as to whether cooling off rights apply.

The offer made in this PDS is available only to persons receiving this PDS in Australia (electronically or otherwise) or for New Zealand investors, a Wholesale Client. All references to dollars or “\$” in this PDS are to Australian dollars.

This PDS has not been, and will not be, lodged with the Registrar of Financial Service Providers in New Zealand, and is not a Product Disclosure Statement under the Financial Markets Conduct Act 2013 (NZ). New Zealand Wholesale Investors wishing to invest in the Fund should be aware that there may be different tax implications of investing in the Fund and should seek their own tax advice as necessary. If you received this PDS electronically we will provide a paper copy free upon request during the life of this PDS. The PDS is available on www.milfordasset.com or www.eqt.com.au/insto or you can request a copy free of charge by contacting Mainstream Fund Services Pty Ltd on 1300 133 451 or Equity Trustees on +613 8623 5000.

This PDS does not constitute a direct or indirect offer of securities in the US or to any US Person as defined in Regulation S under the US Securities Act of 1933 as amended (“US Securities Act”). Equity Trustees may vary its position and offers may be accepted on merit at Equity Trustees’ discretion. The units in the Fund have not been, and will not be, registered under the US Securities Act unless otherwise determined by Equity Trustees and may not be offered or sold in the US to, or for, the account of any US Person (as defined) except in a transaction that is exempt from the registration requirements of the US Securities Act and applicable US state securities laws.

Information in this PDS that is not materially adverse is subject to change from time to time. We may update this information. You can obtain any updated information:

- by contacting Mainstream Fund Services Pty Ltd on 1300 133 451; or
- by visiting the Milford website at www.milfordasset.com

A paper copy of the updated information will be provided free of charge on request.

1. Fund at a glance

	Summary	For further information
<i>Name of the Fund</i>	Milford Australian Absolute Growth Fund	Section 5
<i>APIR Code</i>	ETL8155AU	Section 5
<i>ARSN</i>	621 244 559	Section 5
<i>Investment objective</i>	The Fund targets absolute returns with an annualised return objective of 5% above the RBA cash rate while seeking to preserve investor capital over rolling three year periods (net of fees).	Section 5
<i>Fund Benchmark</i>	RBA cash rate + 5% per annum	Section 5
<i>Investment strategy</i>	The Fund aims to generate investment returns 5% higher than the RBA cash rate by investing in a diversified portfolio of predominantly Australian equities, complemented by selective exposure to international equities, fixed interest securities and cash. The Fund also aims to preserve capital and minimise volatility in times of higher uncertainty or less conviction by allowing the Fund to be invested in cash up to 100% of the Fund value, and may use Derivatives (limited to 10% of the Gross Asset Value (GAV) of the Fund) and foreign currency hedging to achieve the desired level of market exposure.	Section 5
<i>The type(s) of investor(s) for whom the Fund would be suitable</i>	Designed for investors with high risk tolerances who are seeking absolute returns over a long-term investment period.	Section 5
<i>Recommended investment timeframe</i>	5 Years +	Section 5
<i>Minimum initial investment</i>	\$20,000	Section 7
<i>Minimum additional investment</i>	\$1,000. You can also invest via direct debit on a monthly basis using the savings plan. The minimum monthly savings plan investment into the Fund is \$100 per month.	Section 7
<i>Minimum withdrawal amount</i>	\$1,000	Section 7
<i>Minimum balance</i>	\$20,000	Section 7
<i>Cut off time for applications and withdrawals</i>	2.00 pm (Australian Eastern Standard Time) on each Business Day	Section 7
<i>Valuation frequency</i>	The Fund's assets are normally valued daily.	Section 7
<i>Applications</i>	Accepted each Business Day.	Section 7
<i>Withdrawals</i>	Accepted each Business Day	Section 7
<i>Income distribution</i>	Annually at 30 June	Section 7
<i>Management costs</i>	<p>Management fee*: 1.02% p.a. of the GAV (or 1.00% p.a. exclusive of GST)</p> <p>Indirect costs: Capped expense recovery: 0.10% p.a. of the GAV (or 0.10% p.a. exclusive of GST) Other indirect costs: Nil</p> <p>Total: 1.12% p.a. of the GAV (or 1.10% p.a. exclusive of GST)</p>	Section 9
	<p>Performance fee: 15.35% p.a. (or 15% p.a. exclusive of GST) of returns above the Fund Benchmark to be paid bi-annually</p>	
<i>Entry fee/exit fee</i>	Nil	Section 9
<i>Buy/Sell spread</i>	+/- 0.20% on applications into the Fund, and withdrawals out of the Fund.	Section 9

*Reducing to 0.87% p.a. of the GAV (or 0.85% p.a. exclusive of GST) whilst the Fund is invested in cash for more than 50% of the Fund's GAV.

2. ASIC Benchmarks

The information summarised in this table and explained in detail in the identified section reference is intended to assist investors with analysing the risks of investing in the Fund. Investors should consider this information together with the detailed explanation of various benchmarks and principles referenced throughout this PDS and the key risks of investing in the Fund highlighted in section 6 of this PDS.

ASIC Benchmark	Is the benchmark satisfied?	Summary	For further information
Valuation of assets			
This benchmark addresses whether valuations of the Fund's non-exchange traded assets are provided by an independent administrator or an independent valuation service provider.	Yes	<p>Equity Trustees has appointed an independent custodian and administrator, National Australia Bank Limited ("National Australia Bank" or the "Custodian"), to provide custody and administration services for the Fund</p> <p>The Fund satisfies ASIC Benchmark 1 by having its non-exchange traded assets independently priced by National Australia Bank.</p> <p>Over-the-counter ("OTC") Derivatives are generally valued by reference to the counterparty settlement price which is based upon broad financial market indices.</p>	Please refer to page 8 and 9 of this PDS for further information.
Periodic reporting			
This benchmark addresses whether the responsible entity of the Fund will provide periodic disclosure of certain key information on an annual and monthly basis.	Yes	The Responsible Entity will provide periodic disclosure of certain key information on an annual and monthly basis.	Please refer to page 17 of this PDS for further information.

3. Disclosure Principles

	Summary	Section (for further information)
<i>Investment strategy</i>	<p>The Fund aims to generate investment returns 5% higher than the RBA cash rate by investing in a diversified portfolio of predominantly Australian equities, complemented by selective exposure to international equities, fixed interest securities and cash. The Fund also aims to preserve capital and minimise volatility in times of higher uncertainty or less conviction by allowing the Fund to be invested in cash up to 100% of the Fund value and may use Derivatives (limited to 10% of the GAV of the Fund) and foreign currency hedging to achieve the desired level of market exposure.</p>	Section 5.2
<i>Investment manager</i>	<p>Equity Trustees Limited, as Responsible Entity of the Fund, has appointed Milford Australia Pty Ltd as the Investment Manager of the Fund.</p> <p>See Section 4 in relation to the expertise of the Investment Manager and the Investment Management Agreement under which the Investment Manager has been appointed.</p> <p>Under the Investment Management Agreement between the Investment Manager and Equity Trustees, Equity Trustees can terminate the Investment Manager's appointment where the Investment Manager becomes insolvent, materially breaches the agreement and does not correct the breach, ceases to carry on its business as investment manager or in certain other circumstances. In the event that Equity Trustees terminates the Investment Manager following one of these events, the Investment Manager's appointment would cease upon any termination date specified in the notice, and the Investment Manager would be entitled to receive fees in accordance with the agreement until the effective date of termination.</p>	Section 4
<i>Fund structure</i>	<p>The Fund is an Australian unit trust registered under the Corporations Act as a managed investment scheme.</p> <p>The responsible entity of the Fund is Equity Trustees Limited. Equity Trustees Limited may appoint service providers to assist in the ongoing operation, management and administration of the Fund.</p> <p>The key service providers to the Fund are:</p> <ul style="list-style-type: none"> • Milford Australia Pty Ltd, the investment manager of the Fund; • National Australia Bank, the custodian and administrator of the assets of the Fund; and • Mainstream Fund Services Pty Ltd, the provider of registry and client services for the Fund. <p>See Section 5.3 for further information on other key service providers, Equity Trustees' role in monitoring the performance of service providers and a diagram of the flow of funds through the Fund.</p>	Section 5.3
<i>Valuation, location and custody of assets</i>	<p>National Australia Bank is the custodian and administrator of the Fund and provides custody, administrative and accounting services.</p> <p>The Custodian is responsible for calculating the Fund's NAV and maintaining financial books and records so far as may be necessary to give a complete record of all transactions carried out by National Australia Bank Limited on behalf of the Fund.</p> <p>See section 5.10 for further information on the valuation and custodial arrangements.</p> <p>Mainstream Fund Services Pty Ltd is the provider of registry and client services.</p>	Section 5.10
<i>Liquidity</i>	<p>The majority of assets currently traded and held by the Fund are liquid and it is expected to be liquid for the purposes of the Corporations Act.</p>	Section 5.4
<i>Leverage</i>	<p>The Fund will not borrow money to gear or to otherwise add leverage.</p>	Section 5.2, 5.5 and 6

	Summary	Section (for further information)
<i>Derivatives</i>	The Fund is permitted to use Derivatives to a maximum of 10% of the GAV. The Fund may invest in Derivatives to increase or decrease its exposure to investments. For key risks to the Fund associated with the collateral requirements of the derivative counterparties, please see Section 6.	Section 5.2, 5.5, 5.7 and 6
<i>Short selling</i>	The Fund is permitted to use short selling up to a maximum limit of 10% of GAV. The risks associated with short selling and the ways in which the Investment Manager seeks to mitigate those risks are set out in Sections 5.6 and 6.	Section 5.6 and 6
<i>Withdrawals</i>	Daily. Withdrawal requests must be received by 2pm on any Business Day to receive that day's unit price. Withdrawals are usually processed within 5 Business Days after receipt of a correctly completed withdrawal request. Payment of withdrawals is usually made by deposit to your nominated bank account. See Section 7 for more information on making a withdrawal.	Section 7

4. Who is Managing the Fund?

The Responsible Entity

Equity Trustees Limited

Equity Trustees Limited ABN 46 004 031 298 AFSL 240975 (“Equity Trustees”), a subsidiary of EQT Holdings Limited ABN 22 607 797 615, which is a public company listed on the Australian Securities Exchange (ASX: EQT), is the Fund’s Responsible Entity and issuer of this PDS. Established as a trustee and executorial service provider by a special Act of the Victorian Parliament in 1888, today Equity Trustees is a dynamic financial services institution which continues to grow the breadth and quality of products and services on offer.

Equity Trustees’ responsibilities and obligations as the Fund’s Responsible Entity are governed by the Fund’s Constitution (“Constitution”), the Corporations Act and general trust law. Equity Trustees has appointed Milford Australia Pty Ltd as the Investment Manager of the Fund. Equity Trustees has appointed a Custodian to hold the assets of the Fund. The Custodian has no supervisory role in relation to the operation of the Fund and is not responsible for protecting your interests.

The Investment Manager

Milford Australia Pty Ltd

Milford is a wholly owned subsidiary of Milford Asset Management Limited (“MAM”). MAM was formed in 2003 and is a well-established, award winning investment management company that has over \$4 billion NZD under

management. Milford is a boutique investment firm that was created in Australia in April 2014 to enable investors to take advantage of the investment expertise and experience of the MAM team.

The Custodian

National Australia Bank Limited

Equity Trustees has appointed National Australia Bank as Custodian to hold the assets of the Fund. The Custodian’s role is limited to holding the assets of the Fund as agent of the Responsible Entity. The Custodian has no supervisory role in relation to the operation of the Fund and is not responsible for protecting your interests. The Custodian has no liability or responsibility to you for any act done or omission made in accordance with the terms of the Custody Agreement. The Custodian makes no statement in this PDS and has not authorised or caused the issue of it.

The Custodian holds investments of the Fund as bare trustee and such investments are not investments of, NAB or any other member of the NAB group of companies (NAB Group). Neither NAB, nor any other member of NAB Group, guarantees the performance of the investment or the underlying assets of the Fund, or provide a guarantee or assurance in respect of the obligations of the Responsible Entity or its related entities.

NAB has given and not withdrawn its consent to be named in this PDS.

5. How the Fund Invests

5.1 Investment Objective

The Fund targets absolute returns with an annualised return objective of 5% above the RBA cash rate while seeking to preserve capital over rolling three year periods (net of fees).

The investment objective is not intended to be a forecast. It is only an indication of what the investment strategy aims to achieve.

5.2. Investment Strategy

The Fund aims to generate investment returns 5% higher than the RBA cash rate by investing in a diversified portfolio of predominantly Australian equities, complemented by selective exposure to international equities, fixed interest securities and cash.

The Fund also aims to preserve capital and minimise volatility in times of higher uncertainty or less conviction by allowing the Fund to be invested in cash up to 100% of the Fund value, and may use Derivatives (limited to 10% of the GAV of the Fund) and foreign currency hedging to achieve the desired level of market exposure.

Investment Philosophy

As investment markets are in a state of constant change, Milford adopts an active approach to investing. This allows

Milford to take advantage of investment opportunities as they arise, and seek to provide a level of capital protection when markets are less favourable.

The key principles that underpin Milford's philosophy are:

1. An active portfolio management approach with a focus on absolute returns.
2. Fundamental bottom up investment research of the assets invested in and conduct of regular company visits.
3. Understanding the changes in the local and global economic environments and how these changes are likely to impact the markets in which clients' assets are invested.
4. Managing risk and protecting investors' capital through appropriate portfolio diversification and a broad investment universe.
5. Viewing its role as partial 'owners' of the companies in which they invest on behalf of clients. As such, taking an active interest in the corporate governance of many of these entities.

Milford believe this approach to investing clients' funds will deliver strong returns over the medium term while avoiding large capital losses.

Investment guidelines

The following are indicative asset allocation ranges for the Fund:

Asset class	Typical range %	Maximum
Australian equities	75-85	0-100
International equities*	0-10	0-30
Fixed interest	0-15	0-20
Cash	0-10	0-100

*Of which New Zealand equities can be 0% - 30%;

- International equities & fixed interest combined exposure <45%; and
- Foreign currency exposure-neutral position 0% (max 30%).

Derivatives

- Limit of 10%
- Can be used for short selling (10% limit)
- Not used to achieve leverage

The Fund may also make other investments as permitted by the Fund's Constitution. The Fund is permitted to invest in listed equities and equities which plan to list on the relevant securities exchanges within the next 6 months.

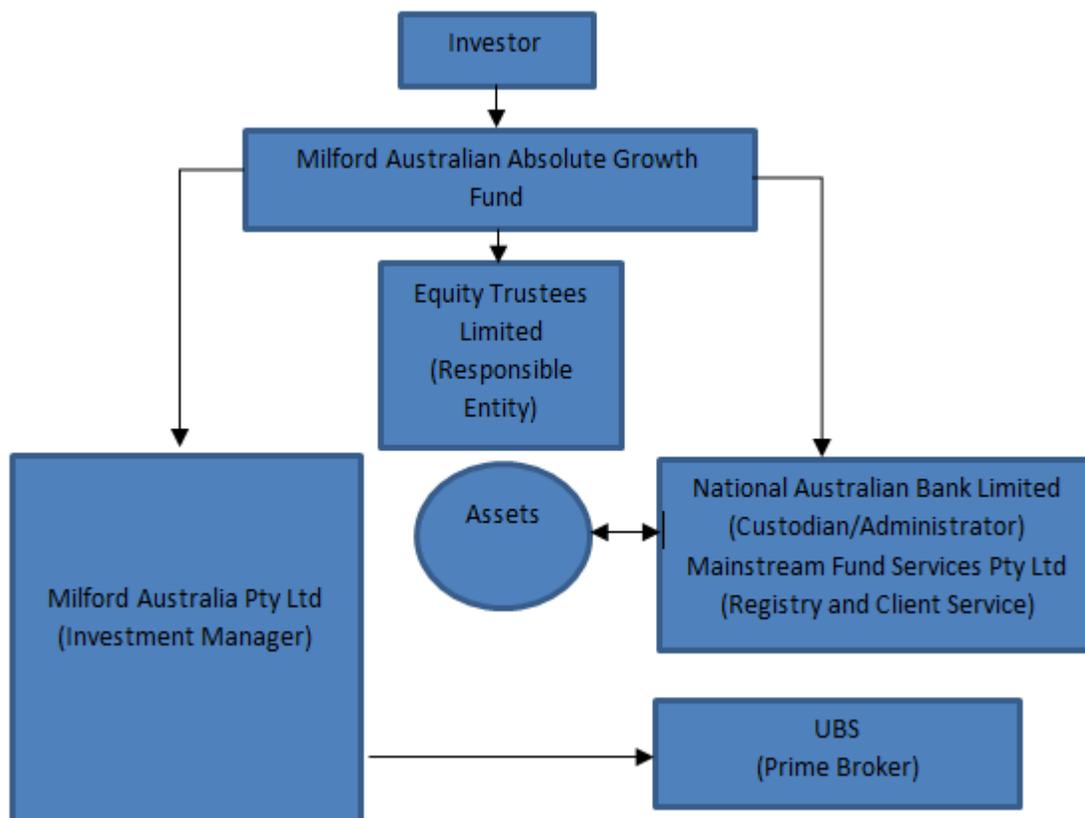
5.3. Fund Structure

The Fund is an Australian unit trust registered under the Corporations Act as a managed investment scheme and is governed by the Constitution. The Fund is permitted to have more than one class of units and will have initially two classes of units. Investors are offered units in class 1 under this PDS. Class 2 units will have a different fee schedule than class 1, reflecting the institutional nature of these investors. The Fund comprises assets which are acquired in accordance with the investment strategy. Investors receive units when they invest, however, it does not give the

investor an interest in any particular asset. The value of a unit in the Fund is determined by reference to the assets and liabilities of the class of units held in the Fund.

Equity Trustees is the responsible entity of the Fund and has appointed Milford as the investment manager to manage the investments of the Fund on a day to day basis. The Responsible Entity has engaged a number of key professional service providers to provide a range of investment, administration and back office services to the Fund including custody, administration and transaction execution as well as for registry and customer service.

The Responsible Entity has entered into service agreements with the service providers, and will, with the assistance of Milford, regularly monitor the performance of the service providers against service standards set out in the relevant agreements. The service providers and their relationship to the Fund, and the flow of funds through the Fund are shown in the diagram below:



The key service providers to the Fund are:

- Milford Australia Pty Ltd, the investment manager of the Fund;
- National Australia Bank Limited, the custodian and administrator of the assets of the Fund; and
- Mainstream Fund Services Pty Ltd, the provider of registry and client services for the Fund.

Service providers to the Fund may change without prior notice to investors. Investors will be notified of any change to service providers in the regular reports available as described in section 8. Risks relating to the use of third party service providers are outlined in section 6.

5.4. Liquidity

As at the date of this PDS, Milford estimates, should the need arise, to be able to realise 80-100% of the Fund's assets, within 10 Business Days.

The Fund does not set any specific restrictions in terms of the liquidity of the Fund. Liquidity, however, is an important consideration which is taken into account as part of the ongoing investment strategy management of the Fund.

Please refer to Section 6 of this PDS for further information on liquidity risk and how this risk will be managed.

5.5. Leverage

Leverage occurs when a fund has exposure to underlying assets which is more than the amount invested. This could occur if the Fund borrows money to invest or through the use of Derivatives. It is not the intention of the Fund to borrow money, to gear or add leverage so as to increase the net invested position of the Fund greater than the GAV of the Fund. However, the Fund will invest in Derivatives to increase or decrease its exposure to investments but will not use Derivatives to create leverage.

5.6. Short Selling

The Fund is permitted to use short selling up to a maximum limit of 10% of GAV through the use of Derivatives to buy and sell specific securities.

5.7. Derivatives

The Fund is permitted to use Derivatives (across all asset classes) up to a maximum limit of 10% of GAV excluding

Derivatives where used for the purposes of managing foreign currency exposure. Derivatives may also be used for short selling within these limits. The Fund is also permitted to use foreign exchange Derivatives for hedging an asset of the Fund against, or to minimise liability from, a fluctuation in market values, for example, foreign exchange forwards for currency hedging of New Zealand dollars back to Australian dollars. If used, Derivatives may include listed exchange traded and OTC securities, including Contract For Differences, index futures, swaps, options and Foreign Exchange forward contracts.

5.8. Currency Policy

Equities are denominated in their local currency. Currency is taken into account at the portfolio level and positions are adopted purely as a hedging tool to reduce overall currency risk.

5.9. Allocation Policy

The Fund intends to hold substantially all of its assets directly however may also invest in funds managed by external parties.

5.10. Valuation and Custody of Assets

All assets in the Fund are independently valued by the Administrator and held by an independent custodian.

5.11. Labour standards and environmental, social and ethical considerations

The investment criteria does not take into account labour standards, environmental, social or ethical considerations for the purpose of selecting, retaining or realising an investment of the Fund. However, such issues may affect the performance of an investment and any such financial effect would influence Milford's investment decision.

5.12. Significant Benefits

Some of the significant benefits of investing in the Fund are as follows:

- Potential to generate strong investment returns 5% higher than the RBA cash rate through a diversified portfolio of predominantly Australian equities, across a range of market conditions.
- A focus on absolute returns rather than benchmark relative returns, with the ability to preserve capital in times of heightened uncertainty, risk or less conviction in available investment ideas.
- The Fund provides access to the investment expertise of Milford's investment team in Australia and MAM in New Zealand.
- The Fund employs systematic measuring, monitoring and management of investment risk.
- The Fund provides regular investment reporting (annual as well as periodic) with respect to your investment.

6. Managing Risk

All investments carry risks. Different investment strategies may carry different levels of risk, depending on the assets acquired under the strategy. Assets with the highest long-term returns may also carry the highest level of short-term risk. The significant risks below should be considered in light of your risk profile when deciding whether to invest in the Fund. Your risk profile will vary depending on a range of factors, including your age, the investment time frame (how long you wish to invest for), your other investments or assets and your risk tolerance.

The Responsible Entity and the Investment Manager do not guarantee the liquidity of the Fund's investments, repayment of capital or any rate of return or the Fund's investment performance. The value of the Fund's investments will vary. Returns are not guaranteed and you may lose money by investing in the Fund. The level of returns will vary and future returns may differ from past returns. Laws affecting managed investment schemes may change in the future. The structure and administration of the Fund is also subject to change.

In addition, we do not offer advice that takes into account your personal financial situation, including advice about whether the Fund is suitable for your circumstances. If you require personal financial advice, you should contact a licensed financial adviser.

Key Risks

Some of the things that may cause the Fund's value to move up and down are summarised below. These risks are not exhaustive:

General Investment Risks

Investment return risk

Past performance is no guarantee of future performance. As Milford is an active manager, there is a risk that the Fund may underperform compared with its investment objective or with the market.

Market risk

Returns of the Fund will be affected by the performance of the investments chosen for the Fund which may in turn, be affected by the performance of the investment markets generally. This risk, related to market performance, includes demand and supply in the market and economic and regulatory conditions, including market sentiment, inflation, interest rates, employment, political events, environmental and technological issues, and consumer demands.

Interest rate risk

This refers to the risk that the market value of the investments of the Fund can change due to changes in interest rates. The market value of fixed interest securities can fluctuate significantly with relatively small changes in interest rates.

Credit risk

The value of debt securities may be impacted by the issuer's ability to pay interest and principal owed as they become due. If there is a negative perception of the issuer's ability to meet its payment obligations, the value of the debt security may decrease.

Liquidity risk

Some investments may not be easily converted into cash with little or no loss of capital and minimum delay, because of insufficient availability of buyers, suspension of trading

on request from the market regulator or the entity involved, fund outflows, or disruptions in the market place. Securities of small entities in particular may, and especially in falling markets, become less liquid. Milford may hold a small number of unlisted securities that are far less liquid than listed securities.

Currency risk

Where underlying investments are invested in jurisdictions outside of Australia, the returns may be affected by movements between the other currencies and the Australian dollar.

Entity risk

The Fund's investment in an entity may be affected by unexpected changes in that entity's operations or business environment, including the risk that the entity may become insolvent. If this occurs the Fund may receive a smaller or no return from, or it may lose, its investment in the entity.

Counterparty risk

A counterparty to a contract may fail to meet their obligations under it, causing loss to the Fund. This potentially arises with various investments including derivatives and fixed interest securities.

Derivative risk

Because the Fund may use derivative instruments such as futures and options, that are contracts between two parties that usually derive their value from the price of an underlying physical asset or market index, the investment movements may be more volatile than if a Fund is invested solely in equities or fixed interest securities. Derivatives can be used to manage risks, but may expose the Fund to other risks. This means that the use of Derivatives can lead to higher gains or losses than a portfolio that does not use Derivatives. The Responsible Entity and Milford have Derivatives policies in place including on the types of Derivatives used, controls on their use and the processes for assessing compliance with those controls. A Derivative may involve gearing, that is, liability for a loss from a change in price of a security, currency or index which exceeds the amount of cash or assets initially required to establish the Derivative. The Responsible Entity mitigates this price risk through diversification and a careful selection of securities and other financial instruments.

Short selling risk

Short selling involves selling securities that may or may not be owned by the seller and then borrowing these securities for delivery to the purchaser with the obligation to replace the borrowed securities at a later date. A short sale involves the risk of a theoretically unlimited increase in the price of the particular investment sold short, which could result in the inability of the Fund holding the Derivative to cover the short position. The Fund engages in short selling to capture a desired underweight position, but limits this to 10% of GAV (see Section 5 for further details).

Fund of funds risk

The Fund may invest into underlying funds. An investment of a Fund in an underlying managed fund may be affected by unexpected changes in that underlying managed fund's operations or business environment. There may also be a risk that the underlying managed fund may have its assets frozen for a period of time or that the manager of that fund suspends withdrawals. This may have an impact on your ability to withdraw, from the Fund.

Other general risks

Outlined below are other general risks which we believe may affect the Fund, along with the Responsible Entity and Milford's approach to seek to reduce the risk. The value of your investment and your ability to withdraw funds may be affected by some or all of the following risks.

Service provider risk

You could be adversely affected if any of the various parties involved in the operation of the Fund, including us, or service providers fail to perform their obligations. This could impact your returns or the ability to withdraw your funds. We actively monitor and review the performance of all key service providers in performing their agreed contractual arrangements.

Operational Risk

This is the risk of technological or process failure or impacts from the wider financial market in general. This could impact your returns or the ability to withdraw your funds. The Responsible Entity and Milford have a risk management policy that incorporates its business continuity plan in order to minimise business disruption from failures or unforeseen events.

Regulatory and tax risk

Fund performance may be affected by regulatory changes and changes to tax legislation in Australia or other global jurisdictions, which could have an impact on the value of your investment. To reduce these risks, Milford's investment process takes into account the tax and regulatory implications of its investment decisions.

Fund liquidity and repayment risk

This is the risk that the Fund cannot make withdrawal payments on time. This is due to a mismatch between the maturity profile of the investments and the amounts required to meet repayments. We have the right to defer repayments, switches and transfers if we believe the realisation of assets to meet the repayment is not practicable, would be materially prejudicial to all investors, or is not desirable for the protection of the Fund. Milford aims to have the Fund primarily invest in liquid assets and markets with appropriate diversification. We also monitor the liquidity profile of the Fund and the historic withdrawal profile.

7. Investing and Withdrawing

Initial Applications

Investors can acquire units by completing an Application Form. Applicants must be 18 years of age or over. The minimum investment amount for the Fund is \$20,000.

To invest directly please complete the Application Form accompanying this PDS and send your original Application Form to:

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

Application money should be transferred to the bank account details shown in the Application Form.

Indirect Investors should use the Application Form attached to their IDPS Guide (not the Application Form accompanying this PDS) to invest in the Fund. You will need to contact your IDPS Operator regarding the cut-off times for pricing purposes and the minimum investment amount.

The price at which units are acquired is determined in accordance with the Constitution ("Application Price"). The Application Price, in general terms, is equal to the NAV of the Fund, divided by the number of units on issue plus any transaction costs.

Unit prices are calculated daily.

The cut-off time for applications is 2:00pm (Australian Eastern Standard Time) on any Business Day for receipt of that day's unit price. Applications can be made between 9:00 a.m. and 5:00 p.m. on any Business Day. However, for unit pricing purposes any application received after 2:00 p.m. on a Business Day will generally be treated as having been received the following Business Day.

If you are investing via an IDPS, you need to contact your IDPS operator regarding the cut-off times for pricing purposes.

Transaction costs may reduce the number of units which you receive when applying for units. See the 'Buy/Sell Spread' information in the fees section for further information.

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

Additional Applications

Unit holders can add to their investment by completing an Application Form accompanying the current PDS. The minimum additional investment is \$1,000.

You can also invest via direct debit on a monthly basis using the savings plan. The minimum monthly savings plan investment into the Fund is \$100 per month.

Terms and conditions for applications

Applications can be made at any time. Application cut-off times and unit pricing are set out in the initial applications section above.

Please note that we do not pay interest on application monies (any interest is credited to the Fund).

Equity Trustees reserves the right to refuse any application without giving a reason. If for any reason Equity Trustees refuses or is unable to process your application to invest in the Fund, Equity Trustees will return your application money to you, subject to regulatory considerations, less any

taxes or bank fees in connection with the application. You will not be entitled to any interest on your application money in this circumstance.

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

Cooling off period

If you are a Retail Client you may have a right to 'cool off' in relation to an investment in the Fund, you have up to 14 days from the earlier of:

- confirmation of the investment being received or available; and
- the end of the fifth Business Day after the units are issued or sold.

A Retail Client may exercise this right by notifying Equity Trustees in writing. A Retail Client is entitled to a refund of their investment adjusted for any increase or decrease in the relevant Application Price between the time we process your application and the time we receive the notification from you, as well as any other tax and other reasonable administrative expenses and transaction costs associated with the acquisition and termination of the investment.

The right of a Retail Client to cool off does not apply in certain limited situations, such as if the issue is made under a distribution reinvestment plan, switching facility or represents additional contributions required under an existing agreement. Also, the right to cool off does not apply to you if you choose to exercise your rights or powers as a unit holder in the Fund during the 14 day period; this could include selling part of your investment or switching it to another product.

Indirect Investors should seek advice from their IDPS Operator as to whether cooling off rights apply to an investment in the Fund by the IDPS. The right to cool off in relation to the Fund is not directly available to an Indirect Investor. This is because an Indirect Investor does not acquire the rights of a unitholder in the Fund. Rather, an Indirect Investor directs the IDPS Operator to arrange for their monies to be invested in the Fund on their behalf. The terms and conditions of the IDPS guide or similar type document will govern any rights an Indirect Investor may have in this regard.

Making a withdrawal

Investors of the Fund can withdraw their investment by written request to:

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

Or sending it by fax to +612 9251 3525

The minimum withdrawal amount is \$1,000. The price at which units are withdrawn is determined in accordance with the Constitution ("Withdrawal Price"). The Withdrawal Price, in general terms, is equal to the NAV of the Fund, divided by the number of units on issue less any transaction costs.

Unit prices are calculated daily.

The cut-off time for withdrawals is 2:00 pm (AEST) on any Business Day.

Transaction costs may reduce the amount which you receive on withdrawal. See the 'Buy/Sell spread' information in the fees section for further information.

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

If you are an Indirect Investor, you need to provide your withdrawal request directly to your IDPS Operator. The time to process a withdrawal request will depend on the particular IDPS Operator.

Access to funds

Equity Trustees will generally pay withdrawals within 5 Business Days of receipt of a withdrawal request for the relevant amount. However, the Constitution of the Fund allows Equity Trustees to make payment up to 30 days after receipt of a withdrawal request (which may be extended by a further 30 days or more in certain circumstances).

Equity Trustees reserves the right to fully redeem your investment upon 30 days notice if your investment balance in the Fund falls below \$20,000 as a result of processing your withdrawal request.

If Equity Trustees increases this minimum balance, Equity Trustees may, after giving 30 days' notice to a unit holder who holds units with an aggregate Withdrawal Price less than the then current minimum balance, redeem that unitholder's units without a need for a withdrawal request. Equity Trustees may also request that a unit holder dispose of their units to a person who is an Eligible Person or where the Fund is liquid (as defined in the Corporations Act), lodge a withdrawal request in respect of all units the unit holder holds within 30 days (or such longer period as the Trustee may determine from time to time). If the unit holder fails to comply with that request and the Fund is liquid, Equity Trustees may compulsorily redeem the unit holder's units.

If you have invested indirectly in the Fund through an IDPS, you need to provide your withdrawal request directly to your IDPS Operator. The time to process a withdrawal request will depend on the particular IDPS Operator.

Terms and conditions for withdrawals

Once your withdrawal request is received, your instruction may be acted on without further enquiry if the instruction bears your account number or investor details and your (apparent) signature(s), or your authorised signatory's (apparent) signature(s).

Equity Trustees and/or the Administrator reserve the right to ask for the production of original documents or other information to authenticate the communication. In the case of mis-receipt or corruption of any message, you will be required to re-send the documents. Please note that messages sent via email must contain a duly signed document as an attachment.

No withdrawal proceeds will be paid until the Administrator has received the withdrawal request signed by the investor or an authorised signatory. Neither Equity Trustees nor the Administrator shall be responsible for any mis-delivery or non-receipt of any facsimile or email. Facsimiles or emails sent to the Administrator shall only be effective when actually received by the Administrator.

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

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

- We may contact you to check your details before processing your withdrawal form. This may cause a delay in finalising payment of your withdrawal money. No interest is payable for any delay in finalising payment of your withdrawal money.
- If we cannot satisfactorily identify you as the withdrawing investor, we may refuse or reject your withdrawal request or payment of your withdrawal proceeds will be delayed. We are not responsible for any loss you consequently suffer.
- As an investor who is withdrawing, you agree that any payment made according to instructions received by post or courier, email or fax, shall be a complete satisfaction of our obligations, despite any fact or circumstances such as the payment being made without your knowledge or authority.
- You agree that if the payment is made according to these terms, you and any person claiming through or under you, shall have no claim against us about the payment.
- The Constitution allows Equity Trustees to make payment up to 30 days after we accept a request (which may be extended by a further 30 days in certain circumstances).
- Equity Trustees can deny a withdrawal request where accepting the request would cause the fund to cease to be liquid or where the fund is not liquid (as defined in the Corporations Act). When the fund is not liquid, an investor can only withdraw when Equity Trustees makes a withdrawal offer to investors in accordance with the Corporations Act. Equity Trustees is not obliged to make such offers.

Under the Corporations Act and the constitution for the fund, an investor does not have a right to withdraw from the fund if the fund is illiquid. In such circumstances you can only withdraw where Equity Trustees makes a withdrawal offer in accordance with the Corporations Act. Equity Trustees is not obliged to make such offers.

A fund will be liquid if at least 80% of its assets are liquid assets (generally cash and marketable securities). In addition, if Equity Trustees is unable to repatriate funds to meet withdrawal payments, it may suspend the calculation of the Net Asset Value and withhold withdrawal proceeds.

Distributions

The Fund intends to distribute income annually at the end of June. Distributions will be calculated on the last day of period end, and are normally paid to investors within 14 Business Days of the period end although the distribution at 30 June may take longer. Equity Trustees may amend the distribution frequency without notice.

An investor's share of any distributable income is calculated in accordance with the Constitution and is generally based on the number of units held by the investor at the end of the distribution period and the distributable income.

Investors can have their distribution reinvested or paid to a nominated bank account. Investors who do not indicate a preference will have their distributions automatically reinvested immediately after the period end.

In some circumstances, where an investor makes a large withdrawal request (5% or more of the units on issue in the Fund at the start of the relevant distribution period), their withdrawal proceeds may be taken to include a component of distributable income.

Valuation of the Fund

The value of the investments of the Fund is determined daily by the Administrator. Generally, investments will be valued at the next available market value but other valuation methods and policies may be applied by the Administrator if appropriate.

The value of a unit in the Fund is determined on the basis of the value of the investments in the Fund (after taking into account any liabilities of the Fund), in accordance with the Constitution of the Fund. For example, the application price of a unit in the Fund is based on the NAV of the Fund divided by the number of units on issue plus an allowance for transaction costs required for buying investments. This allowance is known as the buy spread. At the date of this PDS, the buy spread is +/- 0.20% on applications into the Fund, and withdrawals out of the Fund.

Joint account operation

For joint accounts, each signatory must sign withdrawal requests. Please ensure both signatories sign the declaration in the Application Form. Joint accounts will be held as joint tenants.

Authorised signatories

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

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

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

If you do appoint an authorised signatory:

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

Electronic instructions

If an investor instructs Equity Trustees by electronic means, such as facsimile, the investor releases Equity Trustees from and indemnifies Equity Trustees against, all losses and liabilities arising from any payment or action Equity Trustees makes based on any instruction (even if not genuine) that Equity Trustees receives by an electronic communication bearing the investor's investor code and which appears to indicate to Equity Trustees that the communication has been provided by the investor eg. a signature which is apparently the investor's and that of an

authorised signatory for the investment or an email address which is apparently the investor's. The investor also agrees that neither they nor anyone claiming through them has any claim against Equity Trustees or the Fund in relation to such payments or actions. There is a risk that a fraudulent withdrawal request can be made by someone who has access to an investor's investor code and a copy of their signature or email address. Please take care.

SAVINGS PLAN

You can increase your investment in the Fund through a monthly direct debit from your nominated bank account. The minimum additional investment for the Fund under the savings plan is \$100 per month. Direct debits will be processed on the 19th calendar day of the month if this is not a business day then the direct debit will be processed on the next occurring business day. See the 'Direct Debit Request Service Agreement' below.

The following is your Direct Debit Service Agreement with Mainstream Fund Services Pty Ltd ABN 81 118 902 891 who acts as the unit registry provider of the Fund. The agreement is designed to explain what your obligations are when undertaking a Direct Debit arrangement with us. It also details what our obligations are to you as your Direct Debit Provider.

We recommend you keep this agreement in a safe place for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your Direct Debit Request form or additional application form (as applicable).

DEFINITIONS

Account means the account held at your financial institution from which we are authorised to arrange for funds to be debited.

Agreement means this Direct Debit Request Service Agreement between you and us.

Banking day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

Debit day means the day that payment by you to us is due.

Debit payment means a particular transaction where a debit is made.

Direct debit request means the Direct Debit Request in the application form or additional application form

Us or we means Mainstream Fund Services, (the Debit User) you have authorised by signing a Direct Debit Request.

You means the customer who has signed or authorised by other means the Direct Debit Request.

Your financial institution means the financial institution nominated by you on the DDR at which the account is maintained.

1. DEBITING YOUR ACCOUNT

a) By signing a Direct Debit Request or by providing us with a valid instruction, you have authorised us to arrange for funds to be debited from your account. You should refer to the Direct Debit Request and this agreement for the terms of the arrangement between us and you.

b) We will only arrange for funds to be debited from your account as authorised in the Direct Debit Request or we will only arrange for funds to be debited from your account if we have sent to the address nominated by you in the Direct Debit Request, a billing advice which specifies the amount payable by you to us and when it is due.

c) If the debit day falls on a day that is not a banking day, we may direct your financial institution to debit your account on

the following banking day. If you are unsure about which day your account has or will be debited you should ask your financial institution.

2.AMENDMENTS BY US

a) We may vary any details of this agreement or a Direct Debit Request at any time by giving you at least fourteen (14) days written notice.

3.AMENDMENTS BY YOU

a)You may change, stop or defer a debit payment, or terminate this agreement by providing us with at least fourteen (14 days) notification by writing to:

I.Unit Registry Mainstream Fund Services Pty Ltd GPO BOX 4968 Sydney NSW 2001

or

II.by telephoning us on 1300 133 451 during business hours; or

III.arranging it through your own financial institution.

4.YOUR OBLIGATIONS

a)It is your responsibility to ensure that there are sufficient clear funds available in your account to allow a debit payment to be made in accordance with the Direct Debit Request.

b)If there are insufficient clear funds in your account to meet a debit payment:

I.you may be charged a fee and/or interest by your financial institution;

II.you may also incur fees or charges imposed or incurred by us; and

III.you must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so that we can process the debit payment.

c)You should check your account statement to verify that the amounts debited from your account are correct

d)If Mainstream Fund Services Pty Ltd is liable to pay goods and services tax ("GST") on a supply made in connection with this agreement, then you agree to pay Mainstream Fund Services Pty Ltd on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

5.DISPUTE

a)If you believe that there has been an error in debiting your account, you should notify us directly on 1300 133 451 and confirm that notice in writing with us as soon as possible so

that we can resolve your query more quickly. Alternatively, you can take it up with your financial institution direct.

b)If we conclude as a result of our investigations that your account has been incorrectly debited we will respond to your query by arranging for your financial institution to adjust your account (including interest and charges) accordingly. We will also notify you in writing of the amount by which your account has been adjusted.

c)If we conclude as a result of our investigations that your account has not been incorrectly debited we will respond to your query by providing you with reasons and any evidence for this finding in writing.

6.ACCOUNTS

You should check:

I.with your financial institution whether direct debiting is available from your account as direct debiting is not available on all accounts offered by financial institutions.

II.your account details which you have provided to us are correct by checking them against a recent account statement; and

III.with your financial institution before completing the Direct Debit Request if you have any queries about how to complete the Direct Debit Request.

7.CONFIDENTIALITY

a)We will keep any information (including your account details) in your Direct Debit Request confidential. We will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.

b)We will only disclose information that we have about you:

I.to the extent specifically required by law; or

II.for the purposes of this agreement (including disclosing information in connection with any query or claim).

8.NOTICE

a)If you wish to notify us in writing about anything relating to this agreement, you should write to

Mainstream Fund Services Pty Ltd GPO Box 4968
Sydney NSW 2001

b)We will notify you by sending a notice in the ordinary post to the address you have given us in the Direct Debit Request.

Any notice will be deemed to have been received on the third banking day after posting

8. Keeping Track of Your Investment

Enquiries and complaints

If you have any questions regarding the management of the Fund, you can contact Mainstream Fund Services Pty Ltd on 1300 133 451. If you are not completely satisfied with any aspect of our services regarding the management of the Fund, please contact Equity Trustees. Equity Trustees seeks to resolve potential and actual complaints over the management of the Fund to the satisfaction of investors. If you wish to lodge a formal complaint please write to:

Compliance Team
Equity Trustees Limited
GPO Box 2307
Melbourne VIC 3001
Email: complianceteam@eqt.com.au

Equity Trustees will respond within 14 days of receiving the complaint and will seek to resolve your complaint as soon as practicable but not longer than 45 days after receiving the complaint. If we are unable to resolve your complaint, you may be able to seek assistance from the Financial Ombudsman Service ("FOS"). To find out whether you are eligible (and if so, to make a complaint) contact FOS on 1800 367 287 (Australia) or +61 3 9613 7366, info@fos.org.au or GPO Box 3, Melbourne VIC 3001.

Please include the Equity Trustees FOS membership number with your enquiry. It is 10395.

FOS can assist you if Equity Trustees cannot. FOS may not consider a dispute where the value of a person's claim exceeds \$500,000. FOS is only able to make a determination of up to \$309,000 per managed investment claim (excluding compensation for costs and interest payments). These monetary limits and the FOS terms of reference do change from time to time. Current details can be obtained from the FOS website (www.fos.org.au).

Reports

We will make the following statements available to all investors;

- A transaction confirmation statement, showing a change in your unit holding (provided when a transaction occurs or on request).
- The Fund's annual audited accounts for each period ended 30 June.
- Annual distribution, tax and confirmation of holdings statements for each period ended 30 June.
- Annual report detailing each of the following:
 - the actual allocation to each asset type;
 - the liquidity profile of the portfolio assets as at the end of the period;
 - the maturity profile of the liabilities as at the end of the period;
 - the derivative counterparties engaged (including capital protection providers); and
 - the leverage ratio (including leverage embedded in the assets of the Fund, other than listed equities and bonds) as at the end of the period;

- the key service providers if they have changed since the latest report given to investors, including any change in their related party status.

The latest annual report will be available online from www.eqt.com.au/insto.

The following information is available on Milford's website and/or is disclosed monthly:

- the current total NAV of the Fund and the redemption value of a unit in each class of units as at the date the NAV was calculated;
- the monthly or annual investment returns over at least a five-year period (or, if the Fund has not been operating for five years, the returns since its inception);
- any change to key service providers if they have changed since last report given to investors;
- for each of the following matters since the last report on those matters:
 - the net return on the Fund's assets after fees, costs and taxes;
 - any material change in the Fund's risk profile;
 - any material change in the Fund's strategy; and
 - any change in the individuals playing a key role in investment decisions for the Fund.

By applying to invest in the Fund, you agree that, to the extent permitted by law, any periodic information which is required to be given to you under the Corporations Act or ASIC policy can be given to you by making that information available on Equity Trustees' or the Investment Manager's website.

Please note that Indirect Investors who access the Fund through an IDPS will receive reports directly from the IDPS Operator and not from the Responsible Entity. However, Equity Trustees will be providing the reports described above to relevant IDPS Operators. Indirect Investors should refer to their IDPS Guide for information on the reports they will receive regarding their investment.

If and when the Fund has 100 or more direct investors, it will be classified by the Corporations Act as a 'disclosing entity'. As a disclosing entity the Fund will be subject to regular reporting and disclosure obligations. Investors would have a right to obtain a copy, free of charge, of any of the following documents:

- the most recent annual financial report lodged with ASIC ("Annual Report");
- any subsequent half yearly financial report lodged with ASIC after the lodgement of the Annual Report; and
- any continuous disclosure notices lodged with ASIC after the Annual Report but before the date of this PDS.

Equity Trustees will comply with any continuous disclosure obligation by lodging documents with ASIC as and when required.

Copies of these documents lodged with ASIC in relation to the Fund may be obtained from ASIC through ASIC's website.

9. Fees and Other Costs

The warning statement below is required by law to be displayed at the beginning of the 'Fees and other costs' section of product disclosure statements for managed investment products. The example given in the warning statement does not relate to any investments described within this 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 investment 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 table 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 Fund's assets as a whole.

Information about taxation is set out in Section 10 of this document.

You should read all the information about fees and costs because it is important to understand their impact on your investment. For Indirect Investors, the fees listed in the 'Fees and other costs' section of this PDS are in addition to any other fees and charges charged by your IDPS Operator.

Additional Explanation of fees and costs

Type of fee or cost	Amount
Fees when your money moves in or out of the Fund	
Establishment Fee	Nil
Contribution Fee	Nil
Withdrawal Fee	Nil
Exit Fee	Nil
Management costs	
The fees and costs for managing your investment ¹	<p>Management fees: 1.02% p.a. of the GAV (or 1.00% p.a. exclusive of GST) of your units in the Fund²</p> <p>Indirect costs: 0.10% p.a. of the GAV (or 0.10% p.a. exclusive of GST) of your units in the Fund³</p> <p>Performance fees: 15.35% p.a. (or 15% p.a. exclusive of GST) of the amount by which the Fund's performance exceeds the Fund's Benchmark, to be paid bi-annually. No performance fee is payable unless the high-watermark has been exceeded as measured by the unit price⁴</p>

¹ All fees quoted above are inclusive of Goods and Services Tax (GST) and net of any Reduced Input Tax Credits (RITC). See below for more details as to how management costs are calculated.

² Reducing to 0.87% p.a. of the GAV (or 0.85% p.a. exclusive of GST) whilst the Fund is invested in cash for more than 50% of the Fund's GAV. Management fees can be negotiated. See "Differential fees" below.

³ Expense recoveries are capped at 0.10% p.a. of the GAV and any indirect costs in excess of this amount are paid by the Investment Manager. See "Indirect costs" below for more information.

⁴ This represents the performance fees which are payable as an expense of the Fund to the Investment Manager. See "Performance fees" below for more information.

Additional Explanation of fees and costs

What do the management costs pay for?

Management costs comprise the additional fees or costs that a unitholder incurs by investing in the Fund rather than by investing directly in the assets.

The management fees of 1.02% p.a. which reduces to 0.87% p.a. of the GAV whilst the fund is invested in cash for more than 50% of the Fund's GAV, is payable to the Responsible Entity of the Fund for managing the assets and overseeing the operations of the Fund. The management fees are accrued daily and paid from the Fund monthly in arrears and reflected in the unit price.

The management costs shown above do not include extraordinary expenses (if they are incurred in future), including such as litigation costs, the costs of convening unitholder meetings.

In addition, management costs do not include transactional and operational costs (i.e. costs associated with investing the underlying assets, some of which may be recovered through Buy/Sell Spreads). Indirect costs include a capped expense recovery of 0.10% for ordinary expenses such as custodian fees, administration and audit fees, and other ordinary expenses of operating the Fund and any indirect costs in excess of this amount are paid by the Investment Manager.

Performance fees

Performance fees are payable to the Investment Manager where the investment performance of the Fund exceeds the performance of the Benchmark over each bi-annual calculation period. The performance fees are 15.35% p.a. of this excess, calculated daily and paid bi-annually in arrears from the Fund and calculated based on the beginning NAV of the Fund over the relevant period.

No performance fees are payable until any absolute performance losses from prior periods has been made up (this feature is sometimes referred to as a high-watermark).

Based on the current calculation methodology for the performance fee, the Responsible Entity has estimated that the typical ongoing performance fee payable per annum may be \$85 assuming an average account balance of \$50,000 during the year. To estimate the annual performance fees in this table, we have assumed the Fund will achieve the returns of the market indices for each asset class the Fund would typically invest in over the last 10 years and assessed them against the returns of the Fund's performance benchmark. However, this is not a forecast as the actual performance fee for the current and future financial years may differ. Neither the Responsible Entity nor the Investment Manager can guarantee that performance fees will remain at their previous level or that the performance of the Fund will outperform the benchmark.

It is not possible to estimate the actual performance fee payable in any given period, as we cannot forecast what the performance of the Fund will be, but it will be reflected in the management costs for the Fund for the relevant year. Information on current performance fees will be updated from time to time and available at www.eqt.com.au/insto.

Indirect costs

If in future there is an increase to indirect costs disclosed in this PDS, updates will be provided on Equity Trustees' website at www.eqt.com.au/insto where they are not otherwise required to be disclosed to investors under law.

Transactional and operational costs

In managing the assets of the Fund, the Fund may incur transaction costs such as brokerage, settlement costs, clearing costs and applicable stamp duty when assets are bought and sold. This generally happens when the assets of a fund are changed in connection with day-to-day trading or when there are applications or withdrawals which cause net cash flows into or out of a fund.

The Buy/Sell Spread reflects the estimated transaction costs incurred in buying or selling assets of the Fund when investors invest in or withdraw from the Fund. The Buy/Sell Spread is an additional cost to the investor but is incorporated into the unit price and incurred when an investor invests in or withdraws from the Fund and is not separately charged to the investor. The Buy/Sell Spread is paid into the Fund and not paid to Equity Trustees or the Investment Manager. The estimated Buy/Sell Spread is 0.20% upon entry and 0.20% upon exit. The dollar value of these costs based on an application or a withdrawal of \$5,000 is \$10 for each individual transaction. The Buy/Sell Spread can be altered by the Responsible Entity at any time. The Responsible Entity may also waive the Buy/Sell Spread in part or in full at its discretion.

Transactional costs which are incurred other than in connection with applications and redemptions arise through the day-to-day trading of the Fund's assets and are reflected in the Fund's unit price. As these costs are factored into the net asset value of the Fund and reflected in the unit price, they are an additional implicit cost to the investor and are not a fee paid to the Responsible Entity. These costs can arise as a result of bid-offer spreads (the difference between an asset's bid/buy price and offer/ask price) being applied to securities traded by the Fund. Liquid securities generally have a lower bid-offer spread while less liquid assets have a higher bid-offer spread reflecting the compensation taken by market makers in providing liquidity for that asset.

For the financial year ended 30 June 2018, the total transaction costs for the Fund are estimated to be 0.43% of the NAV of the Fund, of which 30.50% of these transaction costs will be recouped via the Buy/Sell Spread, resulting in a net transactional cost to the Fund of 0.30% p.a. However, such costs for future years may differ.

Can the fees change?

Yes, all fees can change without investor consent, subject to the maximum fee amounts specified in the Constitution. Equity Trustees has the right to recover all proper and reasonable expenses incurred in managing the Fund and as such these expenses may increase or decrease accordingly. We will generally provide investors with at least 30 days' notice of any proposed change to the management costs. In most circumstances, the Constitution defines the maximum fees that can be charged for fees described in this PDS. Expense recoveries may change without notice, for example, when it is necessary to protect the interests of existing members and if permitted by law.

Payments to IDPS Operators

Subject to the law, annual payments may be made to some IDPS Operators because they offer the Fund on their investment menus. Product access is paid by the Investment Manager out of its management fees and is not an additional cost to the investor. If the payment of annual fees to IDPS Operators is limited or prohibited by the law, Equity Trustees will ensure the payment of such fees is reduced or ceased.

Differential fees

The Responsible Entity or Investment Manager may from time to time negotiate a different fee arrangement (by way of a rebate or waiver of fees) with certain investors who are Wholesale Clients.

Example of annual fees and costs for the Fund

This table gives an example of how the fees and costs for this managed investment product can affect your investment over a 1 year period. You should use this table to compare this product with other managed investment products.

Example – Milford Australian Absolute Growth Fund		
BALANCE OF \$50,000 WITH A CONTRIBUTION OF \$5,000 DURING THE YEAR		
Contribution Fees	Nil	For every \$5,000 you put in, you will be charged \$0
Plus Management Costs Comprising:	1.29% p.a.	And , for every \$50,000 you have in the Fund you will be charged \$645 each year comprising:
Management fees:	1.02% p.a.	\$510
Indirect costs:	0.10% p.a.	\$50
Performance fees:	0.17% p.a.	\$85
Equals Cost of Fund		If you had an investment of \$50,000 at the beginning of the year and you put in an additional \$5,000 during that year, then you would be charged fees of: \$645* What it costs you will depend on the fees you negotiate.

* This example assumes the \$5,000 contribution occurs at the end of the first year, therefore management costs are calculated using the \$50,000 balance only.

Additional fees may apply. Please note that this example does not capture all the fees and costs that may apply to you such as the Buy/Sell Spread. If you have consulted a financial adviser, you may pay additional fees. You should refer to the Statement of Advice or Financial Services Guide provided by your financial adviser in which details of the fees are set out.

ASIC provides a fee calculator on www.moneysmart.gov.au, which you may use to calculate the effects of fees and costs on your investment in the Fund. To estimate the annual performance fees in this table, we have assumed the Fund will achieve the returns of the market indices for each asset class the Fund would typically invest in over the last 10 years and assessed them against the returns of the Fund's Benchmark over each performance review period.

The performance fees stated in this table shows the estimated performance fees for the financial year ended 30 June 2018 as a percentage of the Fund's average NAV. The performance of the Fund, and the performance fees, may be higher or lower or not payable in the future. As a result, the management costs may differ from the figure shown in the table. It is not a forecast of the performance of the Fund or the amount of the performance fees in the future. See also above (next to the heading "Performance fees") our estimated typical ongoing performance fees fee payable per annum. The actual indirect costs and performance fees for the current financial year and for future financial years may differ. For more information on the performance history of the Fund, visit Equity Trustees' website at www.eqt.com.au/insto. Past performance is not a reliable indicator of future performance.

10. Taxation

10.1 Taxation

The taxation information in this Product Disclosure Statement is of a general nature and is current as at its date. This information provides a general overview of the tax implications for Australian tax resident Investors that hold their units on capital account. The application of these laws depends on the individual circumstances of the Investor. The following comments should not be regarded as tax advice and it is recommended that Investors should obtain independent professional tax advice about their specific circumstances. This section applies to Australian resident unit holders only.

10.2 Taxation of the Fund

The Fund is an Australian resident trust estate for Australian tax purposes. On the basis that all of the Fund's trust components are attributed to investors on a fair and reasonable basis under the new AMIT regime or the Fund has distributable income to which investors are presently entitled (which is the Responsible Entity's intention if the Fund does not qualify to be an AMIT), and the Fund is not a public trading trust, the Fund should be treated as a flow-through trust for tax purposes. This means that investors should be taxed on their attributed amounts or (if the Fund is not an AMIT) their share of the Fund's net taxable income, and the Fund should not be subject to Australian income tax.

If the Fund makes a loss for Australian tax purposes, the Fund cannot distribute the loss to unit holders. However, subject to the Fund meeting certain conditions, the Fund may be able to take into account the losses (including to the extent the Fund has carried forward capital losses) to offset against income or capital gains (as appropriate) in subsequent years.

10.3 Fund income & distributions

In a year in which the Fund is not an Attribution Managed Investment Trust (AMIT), where a unit holder is presently entitled to a share of the Fund's income for a Financial Year, the unit holder will be liable to tax on their proportional share of the taxable income of the Fund. Investors will be assessed on their proportionate share of the Fund's net taxable income in the Financial Year for which their entitlement to the distributable income arises, even though it may not have been received in that Financial Year. Distributions from the Fund may comprise different components including interest, dividends, net capital gains, other income, franking credits, foreign income, foreign income tax offsets and tax-deferred amounts.

For unit holders who hold their units on capital account, the tax-deferred income should not form part of their assessable income in the year that the tax-deferred distribution is paid. Instead, the Investor's cost base in the units will be reduced by the tax-deferred amount and may affect the CGT position of the investment. However, for those unit holders who have a zero cost base in their units, or where the tax-deferred distribution exceeds the cost base of their investment, any tax-deferred amounts received in excess of the cost base of the units should be treated as a capital gain of the unit holder. Investors should maintain records of their adjustments.

Distributions of income reinvested in further units are treated the same way as cash distributions. Details of the tax components of distribution made to investors will be included in an annual tax statement.

Deemed capital gains tax (CGT) election

A Fund which qualifies as a Managed Investment Trust (MIT) may make an irrevocable election for a deemed capital gains tax treatment for gains and losses in disposal of covered assets (including equities and units in trusts, but excluding derivatives, fixed interest, cash and foreign exchange). Where eligible, the RE of the Fund intends that the Fund will make the deemed MIT CGT election for covered assets to be treated on capital account. Hence, where the Fund realised a capital gain on disposal of covered assets, it may be entitled to take into account the discount capital gain concession in determining the amount of the capital gain that is included in the Fund's net income.

10.4 Attribution Managed Investment Trust (AMIT)

In a year in which the Fund qualifies to be an AMIT, the RE intends for the Fund to make an irrevocable election into the AMIT rules. The AMIT legislation applies an attribution model whereby the responsible entity attributes amounts of trust components of a particular character to investors ('members' for the purpose of this section) on a fair and reasonable basis consistent with the operation of the AMIT's constitution.

Amounts related to income and tax offsets of an AMIT, of a particular tax character are attributed to the members of the AMIT on the basis of their determined member components of that tax character. Notably, there are three determined member components of an income character being (a) assessable income; or (b) exempt income; or (c) non-assessable non-exempt income. A separate determined member component exists for tax offsets.

Assessable income includes ordinary and statutory income from all Australian and foreign sources, discount and non-discount capital gains, capital gains from taxable and non-taxable Australian property, dividends, interest, royalties and the gross-up for franking credits.

The sum of all AMIT trust components must equal the AMIT's assessable income for the income year.

Subsequently deductions that relate directly to each type of AMIT income are applied to each specific income type. Any remaining deductions are allocated to the various types of AMIT income 'on a reasonable basis'.

The effect of the application of deductions is in effect a calculation of the taxable income for the AMIT for the year of income.

The AMIT trustee will subsequently determine the 'taxable member component' for each investor member and must provide each member with an AMIT member annual statement (AMMA statement) which sets out the various trust characters and amounts allocated to that member in an approved format within 3 months of the AMIT year end. The AMMA statement must also notify of any adjustments to the member's cost base in AMIT units. The AMIT trustee is permitted to issue a revised AMMA statement within 4 years of the AMIT's income year to which it relates in the event of required changes as a result of variance identified consistent with the 'unders and overs' rules.

Some other key features of the AMIT system include:

- Where the Fund's determined trust components for a year are revised in a subsequent year (e.g. due to differences between estimated and actual of income), unders and overs may arise. Unders and overs will generally be carried forward and adjusted in the year

they are discovered.

- Where the cash distribution made for a year is less than or more than certain taxation components attributed to investors, the cost base of an investor's units may be increased or decreased. Details of cost base adjustments will be included on an investor's AMMA Statement.
- In certain circumstances, income and gains may be attributed to a specific investor (eg a share of undistributed year to date income, and gains on disposal of assets to fund a large redemption, being attributed to the redeeming investor).
- In certain circumstances (e.g. failure to comply with certain AMIT rules), specific penalties may be imposed.

10.5 Franking Credits

Where the Fund receives franked dividends, the taxable net income of the Fund includes franked dividends and related franking credits. A credit for these amounts may be available in calculating unit holders' tax liabilities, depending on their specific circumstances and subject to various integrity rules, including the 45 day holding period rule. Excess franking credits may be refundable to certain resident individuals and complying superannuation entities and in certain cases may generate tax losses for corporate entities.

10.6 Foreign Income Tax Offsets

Australian resident Investors may be entitled to claim foreign income tax offsets (FITOs) for foreign tax paid on the foreign income received by the Fund. Investors must include the amount of the credits in their assessable income. The ability to utilise the FITOs will be dependent upon each unit holder's specific tax circumstances. We will advise each Investor of their share of tax credits in the annual tax statement or AMMA.

10.7 Disposal or Withdrawal of Units

Unit holders must include any realised capital gain or loss on disposal or withdrawal of their units (together with any capital gain distributed by the Fund) in calculating their net capital gain or loss for a Financial Year. The Fund may determine that part of the redemption price of a unit that represents a distribution of income for tax purposes for the Financial Year. Where the redemption price includes a distribution of income, any capital gain made is reduced by the taxable income amount included in the Investor's assessable income. A net capital gain will be included in a unit holder's assessable income. A net capital loss may be carried forward for offset against capital gains of the unit holder in subsequent years, but may not be offset against ordinary income.

In calculating the taxable amount of a capital gain, a discount of one-half for individuals and trusts or one-third for superannuation entities may be allowed where the units have been held for 12 months or more.

For non-resident Investors, complex laws govern the taxation of capital gains distributed by the Fund or those realized on the disposal of units. Accordingly, non-resident Investors should seek their own professional tax advice.

10.8 Taxation of Financial Arrangements (TOFA)

Since 1 July 2010, the TOFA provisions have applied on a mandatory basis to qualifying taxpayers for certain financial arrangements. The TOFA rules may apply to financial arrangements held by the Fund when calculating its

assessable income. Broadly, the TOFA provisions recognise certain gains and losses on financial arrangements on an accruals basis and treats the relevant gains and losses on revenue account. As at the date of this Product Disclosure Statement, we, as Responsible Entity of the Fund, have not made an election to apply any of the elective methods under TOFA.

10.9 Controlled Foreign Company (CFC) Rules

The CFC rules may apply to certain interests in foreign companies where controlling interests are held by one or more Australian residents (including the Fund), in certain circumstances. Under the CFC rules, the net (taxable) income of a Fund may include the Fund's share of a CFC's attributable income (generally passive income) for a year on an accruals basis, even though the income has not been distributed by the CFC. However, it is generally expected that the Fund's interests in foreign companies will not be CFC interests. If applicable, the Responsible Entity will monitor the concentration of Australian (or Australian associated) ownership of any foreign companies to determine if any income attribution under the CFC rules is required.

10.10 Taxation reform

The tax information included in this PDS is based on the taxation legislation and administrative practice as at the issue date of this PDS. However, the Australian tax system is in a continuing state of reform, and based on the Government's reform agenda, reform is likely to escalate rather than diminish. Any reform of a tax system creates uncertainty as to the full extent of announced reforms, or uncertainty as to the meaning of new law that is enacted pending interpretation through the judicial process. Current reforms in process include a TOFA deregulation review, and proposed amendments to the AMIT rules which may impact on the tax position of the Fund and its investors. Accordingly, it will be necessary to closely monitor the progress of taxation reforms, and investors should seek their own professional advice, specific to their own circumstances, of the taxation implications of investing in the Fund.

10.11 Non-Resident Withholding Tax

If an Investor is not an Australian resident, withholding tax will normally be deducted from distributions before they are paid to the unit holder. The tax rate will depend on the nature of the distribution and the country in which the Investor resides.

Distributions of income reinvested in further units are treated the same way as cash distributions. Distributions of capital may have tax consequences.

10.12 Goods and Services Tax (GST)

The Goods and Services tax (GST) is not applied to the application for or withdrawal of units in the Fund, as these are input-taxed financial supplies. However, GST generally applies to fund management fees and expense costs. The Fund is entitled to claim Reduced Input Tax Credits at the prescribed percentage of 55% or 75% (depending on the acquisition) from the ATO for part of the GST paid.

10.13 Tax File Numbers and Australian Business Numbers

An Investor is not required to quote their Tax File Number ('TFN') or Australian Business Number ('ABN'). However, if the unit holder is an Australian resident for taxation purposes and a TFN or ABN is not provided or an exemption

is not claimed, we are required to withhold tax at the highest marginal rate, plus the Medicare levy, from Fund distributions.

11. Other Important Information

Consent

Each of the Investment Manager, Mainstream Fund Services Pty Ltd and the Custodian has given and, as at the date of this PDS, has not withdrawn:

- its written consent to be named in this PDS as the investment manager or as the Custodian of the Fund (as the case may be); and
- its written consent to the inclusion of the statements made about it and the Fund and which are specifically attributed to it, in the form and context in which they appear.

The Investment Manager and the Custodian have not otherwise been involved in the preparation of this PDS or caused or otherwise authorised the issue of this PDS. Neither the Investment Manager, the Custodian nor their employees or officers accept any responsibility arising in any way for errors or omissions, other than those statements for which it has provided its written consent to Equity Trustees for inclusion in this PDS. The Custodian's role is limited to holding the assets of the Fund as Equity Trustees' agent. The Custodian has no supervisory role in relation to the operation of the Fund and is not responsible for protecting your interests.

Constitution of the Fund

You will be issued Units in the Fund when you invest. The Fund is permitted to have more than one class of units and will initially have two classes of units. Subject to the rights, obligations and restrictions of a class, each Unit represents an equal undivided fractional beneficial interest in the assets of the Fund as a whole subject to liabilities, but does not give you an interest in any particular property of the Fund.

Equity Trustees' responsibilities and obligations, as the responsible entity of the Fund, are governed by the Constitution as well as the Corporations Act and general trust law. The Constitution contains a number of provisions relating to the rights, terms, conditions and obligations imposed on both Equity Trustees, as the responsible entity of the Fund, and investors. Some of the provisions of the Constitution are discussed elsewhere in this PDS.

Other provisions relate to an investor's rights under the Constitution, and include:

- an investor's right to share in any Fund income, and how we calculate it;
- what you are entitled to receive when you withdraw or if the Fund is wound up;
- an investor's right to withdraw from the Fund - subject to the times when we can cease;
- processing withdrawals, such as if a Fund becomes 'illiquid';
- the nature of the units - identical rights attach to all units within a class; and
- an investor's rights to attend and vote at meetings – these provisions are mainly contained in the Corporations Act.

There are also provisions governing our powers and duties, including:

- how we calculate unit prices, the maximum amount of fees we can charge and expenses we can recover;
- when we can amend the Constitution - generally we can only amend the Constitution where we reasonably

believe that the changes will not adversely affect investors' rights. Otherwise the Constitution can only be amended if approved at a meeting of investors;

- when we can retire as the Responsible Entity of the Fund - which is as permitted by law;
- when we can be removed as the Responsible Entity of the Fund - which is when required by law; and
- our broad powers to invest, borrow and generally manage the Fund.

The Constitution also deals with our liabilities in relation to the Fund and when we can be reimbursed out of the Fund's assets.

For example:

- subject to the Corporations Act we are not liable for acting in reliance and good faith on professional advice;
- subject to the Corporations Act we are not liable for any loss unless we fail to act in good faith or we act negligently; and
- we can be reimbursed for any liabilities we incur in connection with the proper performance of our powers and duties in respect of the Fund.

As mentioned above, Equity Trustees' responsibilities and obligations as the Responsible Entity of the Fund are governed by the Constitution of the Fund, the Corporations Act and general trust law, which require that we:

- act in the best interests of investors and, if there is a conflict between investors' interests and our own, give priority to investors;
- ensure the property of the Fund is clearly identified, held separately from other funds and our assets, and is valued regularly;
- ensure payments from the Fund's property are made in accordance with the Constitution and the Corporations Act; and
- report to ASIC any breach of the Corporations Act in relation to the Fund which has had, or is likely to have, a materially adverse effect on investors' interests. Copies of the Constitution are available, free of charge, on request from Equity Trustees.

Non-listing of units

The units in the Fund are not listed on any stock exchange and no application will be made to list the units in the Fund on any stock exchange.

Termination of the Fund

The Responsible Entity may resolve at any time to terminate and liquidate the Fund (if it provides investors with notice) in accordance with the Constitution and the Corporations Act. Upon termination and after conversion of the assets of the Fund into cash and payment of, or provision for, all costs, expenses and liabilities (actual and anticipated), the net proceeds will be distributed pro-rata among all investors according to the aggregate of the Withdrawal Price for each of the units they hold in the Fund.

Our legal relationship with you

Equity Trustees' responsibilities and obligations, as the Responsible Entity of the Fund, are governed by the Constitution of the Fund, as well as the Corporations Act and general trust law. The Constitution of the Fund contains

a number of provisions relating to the rights, terms, conditions and obligations imposed on both Equity Trustees, as the Responsible Entity of the Fund, and investors.

Equity Trustees may amend the Constitution if it considers that the amendment will not adversely affect investors rights. Otherwise the Constitution may be amended by way of a special resolution of investors.

To the extent that any contract or obligation arises in connection with the acceptance by Equity Trustees of an application or reliance on this PDS by an investor, any amendment to the Constitution may vary or cancel that contract or obligation.

Further, that contract or obligation may be varied or cancelled by a deed executed by Equity Trustees with the approval of a special resolution of investors, or without that approval if Equity Trustees considers the variation or cancellation will not materially and adversely affect investor's rights.

A copy of the Constitution of the Fund is available, free of charge, on request from Equity Trustees.

Compliance plan

Equity Trustees has prepared and lodged a compliance plan for the Fund with ASIC. The compliance plan describes the procedures used by Equity Trustees to comply with the Corporations Act and the Constitution of the Fund. Each year the compliance plan for the Fund is audited and the audit report is lodged with ASIC.

Unit pricing discretions policy

Equity Trustees has developed a formal written policy in relation to the guidelines and relevant factors taken into account when exercising any discretion in calculating unit prices (including determining the value of assets and liabilities). A copy of the policy and, where applicable and to the extent required, any other relevant documents in relation to the policy (such as records of any discretions which are outside the scope of, or inconsistent with, the unit pricing policy) will be made available to investors free of charge on request.

Indemnity

Equity Trustees, as the responsible entity of the Fund, is indemnified out of the Fund against all liabilities incurred by it in performing or exercising any of its powers or duties in relation to the Fund. To the extent permitted by the Corporations Act, this indemnity includes any liability incurred as a result of any act or omission of a delegate or agent appointed by the Responsible Entity. Subject to the law, Equity Trustees may retain or pay out from the assets of the Fund any sum necessary to affect such an indemnity.

Anti-Money Laundering and Counter Terrorism Financing (“AML/CTF”)

Australia's AML/CTF laws require Equity Trustees to adopt and maintain an Anti-Money Laundering and Counter Terrorism Financing Program. A fundamental part of the AML/CTF Program is that Equity Trustees knows certain information about investors in the Fund.

To meet this legal requirement, we need to collect certain identification information and documentation (KYC Documents) from new investors. Existing investors may also be asked to provide KYC Documents as part of a re-identification process to comply with AML/CTF laws.

Processing of applications will be delayed or refused if investors do not provide the applicable KYC Documents when requested.

Under the AML/CTF laws, Equity Trustees is required to submit regulatory reports to AUSTRAC. This may include the disclosure of your personal information. Equity Trustees may not be able to tell you when this occurs.

The Responsible Entity and the Investment Manager shall not be liable for any loss you may suffer because of compliance with the AML/CTF laws.

Common Reporting Standard (“CRS”)

The CRS is a standardised set of rules developed by the Organisation of Economic Co-operation and Development that requires certain financial institutions resident in a participating jurisdiction to document and identify reportable accounts and implement due diligence procedures. These financial institutions will also be required to report certain information on reportable accounts to their relevant local tax authorities.

Australia signed the CRS Multilateral Competent Authority Agreement and has enacted provisions within the domestic tax legislation to implement CRS in Australia. From 1 July 2017, Australian financial institutions will need to document and identify reportable accounts, implement due diligence procedures and report certain information with respect to reportable accounts to the ATO. The ATO may then exchange this information with foreign tax authorities in the relevant signatory countries.

In order to comply with the CRS obligations, we may request certain information from you. Unlike FATCA, there is no withholding tax that is applicable under CRS. However, penalties may apply for failing to comply with the CRS obligations.

Your privacy

The Privacy Act 1988 (Privacy Act) and the Australian Privacy Principles regulate the way organisations collect, use, disclose, keep, secure and give people access to their personal information. At Equity Trustees we are committed to respecting the privacy of your personal information throughout the information lifecycle and our Privacy Policy details how we do this.

Equity Trustees may collect personal information about you and individuals associated with you in order to provide products and services to you, and to ensure compliance with legal and regulatory obligations (including under the Corporations Act, the AML/CTF Act and tax related legislation). You must ensure that all personal information which you provide to Equity Trustees is true and correct in every detail, and should those personal details change it is your responsibility to ensure that you promptly advise Equity Trustees of the changes in writing. If you do not provide the information requested we may not be able to process your application, administer, manage, invest, pay or transfer your investment(s). We may also obtain or confirm information about you from publicly available sources in order to meet regulatory obligations.

Equity Trustees may disclose your information to other members of our corporate group or to third parties, where it is necessary, in order to provide you with the products or services. Those third parties may be situated in Australia or offshore, and we take reasonable steps to ensure that all third parties with whom we have a contractual relationship or other influence comply with the Australian Privacy Principles.

The third parties that we may disclose your information to include, but are not limited to:

- stockbrokers, financial advisers or adviser dealer groups, their service providers and/or any joint holder of an investment;
- those providing services for administering or managing the Fund, including the Investment Manager, Custodian and Administrator, auditors, or those that provide mailing or printing services;
- those where you have consented to the disclosure and as required by law; and
- regulatory bodies such as ASIC, ATO, APRA and AUSTRAC.

Equity Trustees or the Investment Manager may from time to time provide you with direct marketing and/or educational material about products and services they believe may be of interest to you. You have the right to “opt out” by contacting Equity Trustees.

Equity Trustees’ Privacy Policy contains information about how you can access information held about you, seek a correction if necessary, make a complaint if you think there has been a breach of your privacy and about how Equity Trustees will deal with your complaint.

Full details of Equity Trustees’ Privacy Policy is available at www.eqt.com.au. You can contact Equity Trustees’ Privacy Officer on +61 3 8623 5000, or email to privacy@eqt.com.au to request a copy.

Information on underlying investments

Information regarding the underlying investments of the Fund will be provided to an investor of the Fund on request, to the extent Equity Trustees is satisfied that such information is required to enable the investor to comply with its statutory reporting obligations. This information will be supplied within a reasonable timeframe having regard to these obligations.

Indirect Investors

You may be able to invest indirectly in the Fund via an IDPS by directing the IDPS Operator to acquire units on your behalf. If you do so, you will need to complete the relevant forms provided by the IDPS Operator. This will mean that you are an Indirect Investor in the Fund and not a unitholder or member of the Fund. Indirect Investors do not acquire the rights of a unitholder as such rights are acquired by the IDPS Operator who may exercise, or decline to exercise, these rights on your behalf.

Indirect Investors do not receive reports or statements from us and the IDPS Operator’s application and withdrawal conditions determine when you can direct the IDPS Operator to apply or redeem. Your rights as an Indirect Investor should be set out in the disclosure document issued by the IDPS Operator.

NZ Selling Restriction

The offer made to New Zealand investors is available only to, and may only be accepted by, a Wholesale Investor who has completed a Wholesale Investor Certification. Each New Zealand investor acknowledges and agrees that:

(a) he, she or it has not offered, sold, or transferred, and will not offer, sell, or transfer, directly or indirectly, any units in the Fund; and

(b) he, she or it has not granted, issued, or transferred, and will not grant, issue, or transfer, any interests in or options over, directly or indirectly, any units in the Fund; and

(c) he, she or it has not distributed and will not distribute, directly or indirectly, a PDS or any other offering materials or advertisement in relation to any offer of any units in the Fund,

in each case in New Zealand other than to a person who is a Wholesale Investor; and

(d) he, she or it will notify Equity Trustees Limited if he, she, or it ceases to be a Wholesale Investor.

All references to Wholesale Investor in this document are a reference to Wholesale Investor in terms of clause 3(2) of Schedule 1 of the Financial Markets Conduct Act 2013 (New Zealand).

Foreign Account Tax Compliance Act (“FATCA”)

In April 2014, the Australian Government signed an intergovernmental agreement (“IGA”) with the United States of America (“U.S.”), which requires all Australian financial institutions to comply with the FATCA Act enacted by the U.S. in 2010.

Under FATCA, Australian financial institutions are required to collect and review their information to identify U.S. residents that invest in assets through non-U.S. entities. This information is reported to the Australian Taxation Office (“ATO”). The ATO may then pass that information onto the U.S. Internal Revenue Service.

In order to comply with the FATCA obligations, we may request certain information from you. Failure to comply with FATCA obligations may result in the Fund, to the extent relevant, being subject to a 30% withholding tax on payment of U.S. income or gross proceeds from the sale of certain U.S. investments. If the Fund suffers any amount of FATCA withholding and is unable to obtain a refund for the amounts withheld, we will not be required to compensate unitholders for any such withholding and the effect of the amounts withheld will be reflected in the returns of the Fund.

12. Glossary of Important Terms

AFSL

Australian Financial Services Licence.

Application Form

The Application Form that accompanies the PDS.

ASIC

Australian Securities and Investments Commission.

Asset class

A category of financial assets. The major asset classes are shares, property, fixed interest securities and cash.

ATO

Australian Taxation Office.

AUSTRAC

Australian Transaction Reports and Analysis Centre.

Bottom-up

An investment strategy in which companies are considered based on their own merit, without regard for the sectors they are part of, or the current economic conditions.

Business Day

A day other than Saturday or Sunday on which banks are open for general banking business in Melbourne, Sydney and New Zealand or if the administrator of the Fund primarily performs its administrative functions in respect of the Fund in a city other than Melbourne, the city in which the administrator performs such functions.

Buy/Sell Spread

The difference between the Application Price and Withdrawal Price of units in the Funds, which reflects the estimated transaction costs associated with buying or selling the assets of the Fund, when investors invest in or withdraw from the Funds.

Constitution

The document which describes the rights, responsibilities and beneficial interest of both investors and the Responsible Entity in relation to the Fund, as amended from time to time.

Corporations Act

The Corporations Act 2001 and Corporations Regulations 2001 (Cth), as amended from time to time.

Derivative

A financial contract whose value is based on, or derived from, an asset class such as shares, interest rates, currencies or currency exchange rates and commodities. Common Derivatives include options, futures and forward exchange contracts.

Equity Trustees

Equity Trustees Limited (ABN 46 004 031 298) who possess an AFSL No. 240975.

Fund

Milford Australian Absolute Growth Fund ARSN 621 244 559

Fund Benchmark

RBA cash + 5%

Gross Asset Value (GAV)

Value of the investments of the Fund before deducting certain liabilities including income entitlements and contingent liabilities.

GST

Goods and Services Tax.

Hedge

An investment made in order to reduce the risk of adverse price movements in a security by taking an offsetting position in another investment.

Indirect Investors

Individuals who invest in the Fund through an IDPS.

Investment Strategy

The Fund will employ a market neutral Investment Strategy.

Long Position

Long Position means the buying of a security, commodity, or currency, with the expectation that the asset will rise in value.

Long/Short

An investment style that incorporates the use of both Long Positions and Short Positions.

Net Asset Value (NAV)

Value of the investments of the Fund after deducting certain liabilities including income entitlements and contingent liabilities.

PDS

This Product Disclosure Statement, issued by Equity Trustees.

Portfolio

The Fund's portfolio of investments, comprising the long and short portfolios, constructed in a market neutral structure.

RBA Cash Rate

The rate calculated by the Reserve Bank of Australia which it charges for overnight unsecured loans between banks settled in the Reserve Bank information and Transfer System.

Responsible Entity

Equity Trustees Limited.

Retail Client

Persons or entities defined as such under section 761G of the Corporations Act.

RITC

Reduced Input Tax Credit. Equity Trustees will apply for reduced input tax credits where applicable to reduce the cost of GST to a Fund.

Short Position

Short Position means the sale of a security, commodity, or currency (which is not owned, but generally borrowed in the market for the purpose of meeting obligations under the sale).

Top-down Research

A form of security analysis which begins with forecasting broad trends for the economy as a whole, followed by assessing the impact of these trends on industries and then individual companies.

US Person

A person so classified under securities or tax law in the United States of America ("US") including, in broad terms, the following persons:

- (a) any citizen of, or natural person resident in, the US, its territories or possessions; or
- (b) any corporation or partnership organised or incorporated under any laws of or in the US or of any other jurisdiction if formed by a US Person (other than by accredited investors who are not natural persons, estates or trusts) principally for the purpose of investing in securities not registered under the US Securities Act of 1933; or
- (c) any agency or branch of a foreign entity located in the US; or
- (d) a pension plan primarily for US employees of a US Person; or
- (e) a US collective investment vehicle unless not offered to US Persons; or
- (f) any estate of which an executor or administrator is a US Person (unless an executor or administrator of the estate who is not a US Person has sole or substantial investment discretion over the assets of the estate and such estate is

governed by non-US law) and all the estate income is non-US income not liable to US income tax; or

(g) any Fund of which any trustee is a US Person (unless a trustee who is a professional fiduciary is a US Person and a trustee who is not a US Person has sole or substantial investment discretion over the assets of the trust and no beneficiary (or settlor, if the trust is revocable) of the trust is a US Person); or

(h) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a US Person; or

(i) any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organised, incorporated or (if an individual) resident in the US for the benefit or account of a US Person.

Wholesale Client

Person or entity which is not a Retail Client under Australian law, or for New Zealand investors, a Wholesale Investor in terms of clause 3(2) of Schedule 1 of the Financial Markets Conduct Act 2013 (New Zealand) who invests in the Fund and (unless otherwise agreed with the Responsible Entity), via a custody service providing New Zealand Foreign Investment Fund tax reporting.

Milford Australian Absolute Growth Fund



Application Form

- If completing by hand, use a black or blue pen and print within the boxes in BLOCK LETTERS
- Use ticks in boxes where applicable
- The applicant must complete, print and sign this form
- Keep a photocopy of your completed Application Form for your records
- Please ensure all relevant sections are complete before submitting this form

This application form is part of the Product Disclosure Statement ('PDS') relating to units in Milford Australian Absolute Growth Fund issued by Equity Trustees Limited (ABN 46 004 031 298, AFSL 240975).

- The PDS contains information about investing in the Fund. You should read the PDS before applying for units in the Fund.
- A person who gives another person access to the Application Form must at the same time and by the same means give the other person access to the PDS.
- Equity Trustees will provide you with a copy of the PDS and the Application Form on request without charge (*If you make an error while completing your application form, do not use correction fluid. Cross out your mistakes and initial your changes.*)

US Persons:

This offer is not open to any US Person. Please refer to the Product Disclosure Statement for further information.

Section 1 – Introduction

Do you have an existing investment in the Milford Australian Absolute Growth Fund and the information provided for that investment remains current and correct?

YES – my details are:

Account Number	
Account Name	
Contact Telephone Number (Including Country Code)	

- Not appointing a power of attorney, agent or financial adviser Complete sections 8, 9, 10
- Appointing a power of attorney, agent or financial adviser Complete sections 6 and/or 7, 8, 9, 10

* Please note there will be instances where we may be required to collect additional information about you and may ask you to provide certified copies of certain identification documents along with the Application Form.

NO – Only complete the sections relevant to you, as indicated below:

Select One	Investor Type	Sections to Complete	Identification Requirement Groups to Complete
<input type="checkbox"/>	Individual(s)	1, 2, 7, 8, 9, 10	Group A
<input type="checkbox"/>	Partnership	1, 3, 7, 8, 9, 10	Group A and B
<input type="checkbox"/>	Trust 1. Individual trustee(s) or 2. Corporate trustee(s).	1, 2, 4, 5, 7, 8, 9, 10	1. Group A and C 2. Group A, C and D.
<input type="checkbox"/>	Company	1, 5, 7, 8, 9, 10	Group A and D

If you are appointing an agent or authorised representative or a financial advisor also complete the relevant section as indicated below:

<input type="checkbox"/>	Agents; Authorised Representatives; Financial Advisor	6 or 7	Group A or D
--------------------------	--	--------	--------------

If you are an Association, Co-operative, Government Body or other type of entity not listed above, please contact the Fund.

Contacting the Fund

Investment Manager:	<p>Milford Australia Pty Ltd Suite 5, Level 33 19-21 Martin Place Sydney NSW 2000 www.milfordasset.com</p> <p>Customer Service – Mainstream Fund Services: - milford.registry@mainstreamgroup.com - Ph. 1300 133 451 (within Australia)</p>
Post your completed application to:	<p>Mainstream Fund Services Pty Ltd Client Services Registry Team GPO Box 4968 Sydney NSW 2000</p>

AML/CTF Identity Verification Requirements

The AML/CTF Act requires the Responsible Entity to adopt and maintain an anti-money laundering and counter-terrorism financing ('AML/CTF') program. The AML/CTF program includes ongoing customer due diligence, which may require the Responsible Entity to collect further information.

- Identification documentation provided must be in the name of the Applicant.
- Non-English language documents must be translated by an accredited translator.
- Applications made without providing this information cannot be processed until all the necessary information has been provided.
- If you are unable to provide the identification documents described please contact the Fund

These documents should be provided as an original or a CERTIFIED COPY of the original.

GROUP A – Individuals

Each individual investor, individual trustee, partner, beneficial owner, or individual agent or authorised representative must provide one of the following primary photographic ID:

- A current Australian driver's licence (or foreign equivalent) that includes a photo and signature.
- An Australian passport (or foreign equivalent) (not expired more than 2 years previously).
- An identity card issued by a State or Territory Government that includes a photo.

If you do NOT own one of the above ID documents, please provide one valid option from Column A and one valid option from Column B.

Column A	Column B
<input type="checkbox"/> Australian birth certificate <input type="checkbox"/> Australian citizenship certificate <input type="checkbox"/> Pension card issued by Department of Human Services	<input type="checkbox"/> A document issued by the Commonwealth or a State or Territory within the preceding 12 months that records the provision of financial benefits to the individual and which contains the individual's name and residential address. <input type="checkbox"/> A document issued by the Australian Taxation Office within the preceding 12 months that records a debt payable by the individual to the Commonwealth (or by the Commonwealth to the individual), which contains the individual's name and residential address. Block out the TFN before scanning, copying or storing this document. <input type="checkbox"/> A document issued by a local government body or utilities provider within the preceding 3 months which records the provision of services to that address or to that person (the document must contain the individual's name and residential address). <input type="checkbox"/> If under the age of 18, a notice that: was issued to the individual by a school principal within the preceding 3 months; and contains the name and residential address; and records the period of time that the individual attended that school

GROUP B – Partnerships

Provide one of the following:

A certified copy of the partnership agreement or equivalent, showing the full name of the partnership, name and residential address of each partner.

In addition, please provide verification documents for one partner(s) and beneficial owner(s) of the Partnership as listed under Group A for individuals.

The beneficial owners of a partnership include partners with a 25% partnership share or more; partners (if any) who control the partnership; any managing partner. If in doubt, founding partners should be considered beneficial owners.

GROUP C – Trusts

For Registered Managed Investment Scheme, Government Superannuation Fund or a trust registered with the Australian Charities, Regulated Superannuation Fund (including a self-managed super fund) and Not-for-profit Commission (ACNC), provide one of the following:

- A copy of the company search of the relevant regulator's website e.g. APRA, ASIC, or ATO.
- A copy or relevant extract of the legislation establishing the government superannuation fund sourced from a government website.
- A copy from the ACNC of information registered about the trust as a charity
- Annual report or audited financial statements.
- A certified copy of a notice issued by the ATO within the previous 12 months.
- A certified copy of the Trust Deed

For all other Unregulated trust (including Foreign trust), provide the following:

- A certified copy of the Trust Deed.

If the trustee is an individual, please also provide verification documents for one trustee as listed under **Group A**.

If the trustee is a company, please also provide verification documents for a company as listed under **Group D**.

GROUP D – Companies

For Australian Registered Companies, provide **one** of the following (must clearly show the Company's full name, type (private or public) and ACN):

- A certified copy of the company's Certificate of Registration or incorporation issued by ASIC
- A copy of information regarding the company's licence or other information held by the relevant Commonwealth, State or Territory regulatory body e.g. AFSL, RSE, ACL etc.
- A full company search issued in the previous 3 months.
- If the company is listed on an Australian securities exchange, provide details of the exchange and the ticker (issuer) code.
- If the company is a majority owned subsidiary of a company listed on an Australian securities exchange, provide details of the exchange and the ticker (issuer) code for the holding company.

For Foreign Companies, provide **one** of the following:

- A certified copy of the company's Certificate of Registration or incorporation issued by the foreign jurisdiction's in which the company was incorporated, established or formed.
- A certified copy of the company's articles of association or constitution.
- A copy of a company search on the ASIC database or relevant foreign registration body.

All of above must clearly show the company's full name, its type (i.e. public or private) and the ARBN issued by ASIC, or the identification number issued to the company by the foreign regulator.

In addition please provide verification documents for each beneficial owner (senior managing official and shareholder) as listed under **Group A**.

A beneficial owner of a company is any customer entitled (either directly or indirectly) to exercise 25% or more of the voting rights, including a power of veto, or who holds the position of senior managing official (or equivalent).

GROUP G – Agents and Authorised Representatives

In addition to the above entity groups:

- If you are an **Individual Agent or Representative** – please also provide the identification documents listed under Group A.
- If you are a **Corporate Agent or Representative** – please also provide the identification documents listed under Group D.

All Agents and Authorised Representatives must also provide a certified copy of their authority to act for the investor e.g. the POA, guardianship order, Executor or Administrator of a deceased estate, authority granted to a bankruptcy trustee, authority granted to the State or Public Trustee etc.

Additional Information

In most cases the information that you provide in this form will satisfy the AML/CTF Act, the US Foreign Account Tax Compliance Act ('FATCA') and the Common Reporting Standards ('CRS'). However, in some instances the Responsible Entity may contact you to request further information. It may also be necessary for the Responsible Entity to collect information (including sensitive information) about you from third parties in order to meet its obligations under the AML/CTF Act, FATCA and CRS.

Declarations

When you complete this Application Form you make the following declarations:

- I/We have received the PDS and made this application in Australia or New Zealand.
- I/We have read the PDS to which this Application Form applies and agree to be bound by the terms and conditions of the PDS and the Constitution of the Fund in which I/we have chosen to invest.
- I/We have considered our personal circumstances and, where appropriate, obtained investment and / or taxation advice.
- I/We hereby declare that I/we are not a US Person as defined in the PDS.
- I/We acknowledge that (if a natural person) I am/we are 18 years of age or over and I am/we are eligible to hold units in the Fund in which I/we have chosen to invest.
- I/We acknowledge and agree that Equity Trustees have outlined in the PDS provided to me/us how and where I/we can obtain a copy of the Equity Trustees Group Privacy Statement.
- I/We consent to the transfer of any of my/our personal information to external third parties including but not limited to fund administrators, fund investment manager(s) and related bodies corporate who are located outside Australia for the purpose of administering the products and services for which I/we have engaged the services of Equity Trustees or its related bodies corporate and to foreign government agencies for reporting purposes (if necessary).
- I/we hereby confirm that the personal information that I/we have provided to Equity Trustees is correct and current in every detail, and should these details change, I/we shall promptly advise Equity Trustees in writing of the change(s).
- I/We agree to provide further information or personal details to the Responsible Entity if required to meet its obligations under anti-money laundering and counter-terrorism legislation, US tax legislation or reporting legislation and acknowledge that processing of my/our application may be delayed and will be processed at the unit price applicable for the Business Day as at which all required information has been received and verified.
- If I/we have provided an email address, I/we consent to receive ongoing investor information including PDS information, confirmations of transactions and additional information as applicable via email.
- I/We acknowledge that Equity Trustees does not guarantee the repayment of capital or the performance of the Fund or any particular rate of return from the Fund.
- I/We acknowledge that an investment in the Fund is not a deposit with or liability of Equity Trustees and is subject to investment risk including possible delays in repayment and loss of income or capital invested.
- I/We acknowledge that Equity Trustees is not responsible for the delays in receipt of monies caused by the postal service or the applicant's bank.
- If I/we lodge a fax application request, I/we acknowledge and agree to release, discharge and agree to indemnify Equity Trustees from and against any and all losses, liabilities, actions, proceedings, account claims and demands arising from any fax application.
- If I/we have completed and lodged the relevant sections on authorised representatives/agents on the Application Form then I/we agree to release, discharge and indemnify Equity Trustees from and against any and all losses, liabilities, actions, proceedings, account claims and demands arising from Equity Trustees acting on the instructions of my/our authorised representatives, agents and/or nominees.
- If this is a joint application each of us agrees that our investment is held as joint tenants.
- I/We acknowledge and agree that where the Responsible Entity, in its sole discretion, determines that:
 - I/we are ineligible to hold units in a Fund or have provided misleading information in my/our Application Form; or
 - I/we owe any amounts to Equity Trustees, then I/we appoint the Responsible Entity as my/our agent to submit a withdrawal request on my/our behalf in respect of all or part of my/our units, as the case requires, in the Fund.
- **For New Zealand applicants** - I/We acknowledge and agree that:
 - I am/we are a Wholesale Investor investing via a custody service and am/are therefore eligible to hold units in the relevant Fund or Funds; and
 - I/we have not:
 - Offered, sold, or transferred, and will not offer, sell, or transfer, directly or indirectly, any units in the Funds;
 - Granted, issued, or transferred, and will not grant, issue, or transfer, any interests in or options over, directly or indirectly, any units in the Funds; and
 - Distributed and will not distribute, directly or indirectly, the PDS or any other offering materials or advertisement in relation to any offer of units in the Funds,in each case in New Zealand, other than to a person who is a Wholesale Investor; and
 - I/we will notify Equity Trustees if I/we cease to be a Wholesale Investor; and
 - I/we have separately provided a signed Wholesale Investor Certification.

All references to Wholesale Investor in this Declaration are a reference to Wholesale Investor in terms of clause 3(2) of Schedule 1 of the Financial Markets Conduct Act 2013 (New Zealand).

Terms and conditions for collection of Tax File Numbers (TFN) and Australian Business Numbers (ABN)

Collection of TFN and ABN information is authorised and its use and disclosure strictly regulated by tax laws and the Privacy Act. Investors must only provide an ABN instead of a TFN when the investment is made in the course of their enterprise. You are not obliged to provide either your TFN or ABN, but if you do not provide either or claim an exemption, we are required to deduct tax from your distribution at the highest marginal tax rate plus Medicare levy to meet Australian taxation law requirements.

For more information about the use of TFNs for investments, contact the enquiries section of your local branch of the ATO. Once provided, your TFN will be applied automatically to any future investments in the Fund where formal application procedures are not required (e.g. distribution reinvestments), unless you indicate, at any time, that you do not wish to quote a TFN for a particular investment. Exempt investors should attach a copy of the certificate of exemption. For super funds or trusts list only the applicable ABN or TFN for the super fund or trust.

When you sign this Application Form you declare that you have read and agree to the declarations above.

Section 2 – Individual(s) or Individual Trustee(s)

Complete this section if you are investing in your own name or as an individual trustee.

For AML documentary requirements please refer to page 2.

2.1 Type of investor

Tick one box only and complete the specified parts of this section.

<input type="checkbox"/> Individual – complete 2.2	<input type="checkbox"/> Sole Trader – complete 2.2 and 2.4
<input type="checkbox"/> Jointly with another individual(s) – complete 2.2, 2.3 and 2.5	<input type="checkbox"/> Individual trustee for an individual – complete 2.2, 2.3 and 2.5 (if there is more than one individual trustee)
<input type="checkbox"/> Individual trustee for a trust – complete 2.2 and 2.3 (also complete section 4)	

2.2 Investor 1

Title	Given Name(s)	Surname			
Telephone Number (Including Country Code)			Mobile Number (Including Country Code)		
Email Address					
Date of Birth (DDMMYY)			Tax File Number (TFN) – or exemption code		
Reason for TFN Exemption					

Residential Address (not a PO Box)

Unit Number	Street Number	Street Name
Suburb	State	Post Code
Country of Birth		
What is your occupation?		

Do you hold a prominent public position or function in a government body (local, state, territory, national or foreign) or in an international organisation or are you an immediate family member or a business associate of such a person?

- No
- Yes, please give details

Are you a foreign resident for tax purposes?

- No
- Yes, please advise country of residence

Do you hold dual citizenship?

- No
- Yes, please advise which countries

2.3 Investor 2

Title	Given Name(s)	Surname			
Telephone Number (Including Country Code)			Mobile Number (Including Country Code)		
Email Address					
Date of Birth (DDMMYY)			Tax File Number (TFN) – or exemption code		
Reason for TFN Exemption					

Residential Address (not a PO Box)

Unit Number	Street Number	Street Name
-------------	---------------	-------------

Suburb	State	Post Code			

Country of Birth

What is your occupation?

Do you hold a prominent public position or function in a government body (local, state, territory, national or foreign) or in an international organisation or are you an immediate family member or a business associate of such a person?

- No
- Yes, please give details

Are you a foreign resident for tax purposes?

- No
- Yes, please advise country of residence

Do you hold dual citizenship?

- No
- Yes, please advise which countries

2.4 Sole Trader Details

Business Name (if applicable, in full)

Australian Business Number (ABN) (if obtained)*

--	--	--	--	--	--	--	--	--	--

Street Address

Suburb	State	Postcode	Country

2.5 Signing Authority

Please note that all investors must sign for future instructions (e.g. withdrawals, change of account details, etc.)

** See page 4 of the Application Form for terms and conditions relating to the collection of TFNs and ABNs*

Section 3 – Partnerships

Complete this section if you are investing for a partnership or as a partner.

For AML documentary requirements please refer to page 2.

3.1 General Information

Full Name of Partnership

Registered Business Names of Partnership (if any)

Country where Partnership is established

Tax File Number (TFN) – or exemption code

--	--	--	--	--	--	--	--	--	--

Reason for TFN Exemption

3.2 Type of Partnership

Is the partnership regulated by a professional association?

- Yes, please provide details (need only give information below for partners with a 25% or greater interest or, if there are no such partners, for just one partner)

Name of Professional Association

Membership Details

No, provide number of partners

Partner 1

Title	Given Name (s)	Surname		
<input type="text"/>				
Telephone Number (Including Country Code)	Mobile Number (Including Country Code)			
<input type="text"/>				
Email Address				
<input type="text"/>				
Date of Birth (DDMMYY)				
<input type="text"/>				
Unit	Street Number	Street Name (residential address)	Suburb	State
<input type="text"/>				
Postcode	Country	Country of Birth		
<input type="text"/>	<input type="text"/>	<input type="text"/>		

Does this partner hold a prominent public position or function in a government body (local, state, territory, national or foreign) or in an international organisation or is the partner an immediate family member or a business associate of such a person?

- No
- Yes, please give details

Partner 2

Title	Given Name (s)	Surname		
<input type="text"/>				
Telephone Number (Including Country Code)	Mobile Number (Including Country Code)			
<input type="text"/>				
Email Address				
<input type="text"/>				
Date of Birth (DDMMYY)				
<input type="text"/>				
Unit	Street Number	Street Name (residential address)	Suburb	State
<input type="text"/>				
Postcode	Country	Country of Birth		
<input type="text"/>	<input type="text"/>	<input type="text"/>		

Does this partner hold a prominent public position or function in a government body (local, state, territory, national or foreign) or in an international organisation or is the partner an immediate family member or a business associate of such a person?

- No
- Yes, please give details

Section 4 – Trust / Superannuation Fund

Complete this section if you are investing for a trust or superannuation fund.

For AML documentary requirements please refer to page 2.

4.1 General Information

Full Name of Trust or Superannuation Fund	
<input type="text"/>	
Full Name of Business (if any)	Country where Trust established
<input type="text"/>	
Tax File Number (TFN) – or exemption code	
<input type="text"/>	
Reason for TFN Exemption	
<input type="text"/>	
Australian Business Number (ABN)	
<input type="text"/>	

4.2 Trustee Details

How many trustees are there?

- Individual** - trustee(s) must complete Section 2 of this form
- Company** - trustee(s) must complete Section 5 of this form
- Combination** - trustee(s) from each investor type must complete the relevant section of this form

4.3 Type of Trust

- Registered Managed Investment Scheme**

Australian Registered Scheme Number (ARSN)

- Regulated Trust** (including self-managed superannuation funds and registered charities that are trusts)

Name of Regulator (e.g. ASIC, APRA, ATO, ACNC)

Registration/Licence Details Australian Business Number (ABN)*

- Other Trust (Unregulated)** (also complete section 4.4)

Please Describe

4.4 Beneficiaries of an Unregulated Trust

Complete Section 4.4 and 4.5 only if you ticked 'Other Trust' in 4.3

Does the Trust Deed name beneficiaries?

- Yes**, how many?

Provide the full name of each beneficiary who directly or indirectly is entitled to an interest of 25% or more in the trust

1	2
3	4

- No**, describe the class of beneficiary: (e.g. the name of the family group, class of unit holders, the charitable purpose of charity name)

** See page 4 of the Application Form for terms and conditions relating to the collection of TFNs and ABNs.*

4.5 Beneficial Owners and other persons of interest in an Unregulated Trust

Please provide the **full name** of any beneficial owner of the trust.

A beneficial owner is any individual who directly or indirectly has a **25% or greater interest** in the trust or a person who exerts **control over the trust**. This includes the **appointer** of the trust (who holds the power to appoint or remove the trustees of the trust. All beneficial owner(s) who meet the above definition will need to provide information and AML verification documents set out in Group A, F, G or H. Please provide beneficial owners as an attachment if there is insufficient space below:

1	2
3	4

Does any beneficial owner hold a prominent public position or function in a government body (local, state, territory, national or foreign) or in an international organisation or is the beneficial owner an immediate family member or a business associate of such a person?

- No
- Yes, please give details

Please provide the **full name** of the **settlor** of the trust where the initial asset contribution to the trust was greater than \$10,000 and the settlor is not deceased.

Section 5 – Company / Corporate Trustee

Complete this section if you are investing for a company or where a company is acting as a trustee.

For AML documentary requirements please refer to page 2.

5.1 Company Type

- Australian Listed Public Company – complete 5.2
- Australian Proprietary Company or non-listed public company – complete 5.2 and 5.4
- Foreign Company – complete all sections

5.2 Company Details

Company Name	ACN/ABN (if registered in Australia)	
Tax File Number (TFN) – or exemption code		
Reason for TFN Exemption		
Given Name(s) of Contact Person		
Telephone Number (Including Country Code)	Mobile Number (Including Country Code)	
Email Address		
Registered Office Street Address (Not PO Box)	Suburb	
State	Post Code	Country

Principal place of business in Australia

Note for non-Australian companies registered with ASIC: you must provide a local agent name and address if you do not have a principal place of business in Australia.

- Tick if the same as above, otherwise provide:

Registered Street Address (Not PO Box)	Suburb
State	Post Code

5.3 Additional Details for non-Australian Company

- Tick if the company is registered with ASIC

Australian Registered Body Number (ARBN)

- Tick if the company is registered with a foreign regulatory body

Name of Foreign Regulatory Body	Company Identification Number Issued (if any)	
Country of formation, incorporation or registration		
Company type (eg private company)		
Registered Company Address (Not PO Box)	Suburb	
State	Post Code	Country

5.4 Beneficial owners

a. Senior Managing Official and controlling person: All proprietary or non-listed public domestic companies and foreign companies must provide the full name of each senior managing official and controlling person of the company (such as the managing director or a senior executive who exerts control over the company i.e. authorised to sign on the company's behalf, make policy, operational and financial decisions):

1	2
3	4

If there are more than 4 directors please provide as an attachment.

b. Shareholders and other beneficial owners: All proprietary or non-listed public domestic companies and foreign companies must provide the full name of each shareholder and those who owns directly, indirectly, jointly or beneficially 25% or more of the company's issued capital.

1	2
3	4

If there are more than 4 shareholders please provide as an attachment.

Does any beneficial owner hold a prominent public position or function in a government body (local, state, territory, national or foreign) or in an international organisation or is the beneficial owner an immediate family member or a business associate of such a person?

- No
- Yes, please give details

** See page 4 of the Application Form for terms and conditions relating to the collection of TFNs and ABNs.*

Section 6 – Authorised representative or agent

Complete this section if you are completing this Application Form as an agent under a direct authority such as a Power of Attorney. You must also complete the section relevant to the investor/applicant that you are acting on behalf of.

For AML documentary requirements please refer to page 2.

6.1 Appointment of Power of Attorney or other Authorised Representative

- I am an agent under Power of Attorney or the investor's legal or nominated representative - complete 6.2

Full name of authorised representative / agent

Title of role held with applicant

--	--

Signature

6.2 Documentation

You must attach a valid authority such as a Power of Attorney, guardianship order, grant of probate, appointment of bankruptcy trustee etc:

- The document is an original or certified copy
- The document is signed by the applicant / investor or a court official
- The document is current and complete
- The document permits the attorney / agent / representative (you) to transact on behalf of the applicant / investor

Section 7 – Financial adviser

By completing this section you nominate the named adviser as your financial adviser for the purposes of your investment in the Fund. You also consent to give your financial adviser / authorised representative / agent access to your account information unless you indicate otherwise by ticking the box below.

For AML documentary requirements please refer to page 2.

7.1 Financial adviser

I am a financial adviser completing this application form as an authorised representative or agent.

Name of Adviser

AFSL Number

--	--

Dealer Group

Name of Advisory Firm

Postal Address

Suburb

--	--

State

Post Code

Country

--	--	--	--	--	--

Email Address of Advisory Firm (required)

Email Address of Adviser

Business Telephone

Facsimile

7.2 Financial Adviser Declaration

- I/We hereby declare that I/we are not a US Person as defined in the PDS.
- I/We hereby declare that the investor is not a US Person as defined in the PDS.
- I/We have completed an appropriate Customer Identification Procedure (CIP) on this investor which meets the requirements (per type of investor) set out above, **AND EITHER**
 - I/We have attached the relevant CIP documents; **OR**
 - I/We have not attached the CIP documents however I/We confirm that I have completed the AML/KYC checks on the applicant(s) in accordance to the AUSTRAC's requirements. I/We also agree to provide Equity Trustees the relevant CIP documents on request.

Financial Adviser Signature

Date

--	--

7.3 Access to Information

Unless you elect otherwise, your financial adviser **will** be provided access to your account information or receive copies of statements and transaction confirmations.

- Please tick this box if you **DO NOT** want your financial adviser to have access to information about your investment.
- Please tick this box if you **DO NOT** want copies of statements and transaction confirmations sent to your adviser.

Section 8 – INVESTMENT INSTRUCTIONS (All investors MUST complete)

8.1 Investment Details

Milford Australian Absolute Growth Fund <ETL8155AU>

Primary Contact Details (this is who we will contact for all investment related matters and who statements will be sent to)

Full name investment to be held in (must include name of Applicant)

Mailing Address

Suburb

State

Post Code

Country

--	--	--	--

Telephone Number (Including Country Code) Mobile Number (Including Country Code)

Email Address

If you would like to add a secondary contact to your account please contact Mainstream Fund Services on 1300 133 451 (within Australia), or +61 2 8259 8888 (international).

Initial/Additional Investment

Initial/Additional Amount \$	Regular Investment Plan** Monthly Amount \$	Regular Investment Plan Start date**			Distribution method (tick preferred)*	
					Reinvest %	Pay to bank %
\$	\$	19/				

Regular Investment Plan

Our Regular Investment Plan allows you to add a nominated amount to your investment each month. The amount will be direct debited from the bank account specified in 8.4.

**If left blank, income distribution will be reinvested. The distribution amount can be split by percentage between Reinvestment and Pay to bank. Distributions will only be paid to an AUD-denominated bank account with an Australian domiciled bank.*

***Regular Investment Plan will be deducted on or around the 19th of the month; the minimum amount is \$100 per month.*

8.2 Investor Banking Details for Redemptions and Distributions (if applicable) (must match Applicant name)

Account name

Financial Institution

Branch (including Country)

BSB

--	--	--	--	--	--

Account Number

--	--	--	--	--	--	--	--	--	--

8.3 Payment Method

Electronic Funds Transfer

Bank Name & Address (including country)	National Australia Bank Level 36, 100 Miller Street North Sydney NSW 2060
Account Name	Equity Trustees Limited as RE for Milford Australian Absolute Growth Fund
BIC/SWIFT	
BSB Number	082-401
Account Number	77-932-1683
Reference	<Investor Name>

8.4 Direct Debit Request Authorisation

Please complete if you want to set up a regular savings plan.

Request and authority to debit the account named below to pay Mainstream Fund Services Pty Ltd.

Surname or Company

Given name

Given name or ABN

Same as 8.2 (please add branch address)

OR

Please complete the details below:

Account name

Financial Institution

Branch (including Country)

BSB

Account Number

Acknowledgement

By signing and/or providing us with a valid instruction in respect to your Direct Debit request, you have understood and agreed to the terms and conditions governing the direct debit arrangements between you and Mainstream Fund Services Pty Ltd. as set out in the Direct Debit Request Service Agreement outlined in the PDS.

Payment details

Signature

Date

<input type="text"/>	<input type="text"/>
----------------------	----------------------

(if signing for a company, sign and print full name and capacity for signing, e.g. director)

Address

Second account signature (if required)

Date

<input type="text"/>	<input type="text"/>
----------------------	----------------------

(if signing for a company, sign and print full name and capacity for signing, e.g. director)

Address

8.5 Elections

Annual Financial Report

The annual financial report for the Fund will be available on www.egt.com.au from 30 September each year, however, if you would like a hard copy of the annual financial report sent to you please tick the box.

Do you wish to receive marketing information from Milford about products and services that may be of interest to you? This information may be distributed by mail, email or other form of communication.

Yes

No

8.6 Purpose of Investment and Source of Funds

Please outline the purpose of investment (e.g. superannuation, portfolio investment, etc)

Please outline the source/s of initial funding and anticipated ongoing funding (e.g. salary, savings, business activity, financial investments, real estate, inheritance, gift, etc and expected level of funding activity or transactions)

Section 9 – Foreign Account Tax Compliance Act (FATCA) & Common Reporting Standard (CRS) Self-Certification Form - Australia
(All investors MUST complete)

SECTION I - INDIVIDUALS

Please fill this Section I only if you are an individual. If you are an entity, please fill Section II.

1. Are you a US citizen or resident of the US for tax purposes?

- Yes: Provide your Taxpayer Identification Number (TIN) below. Continue to question 2

	Tax Identification Number (TIN) or equivalent	Reason Code if no TIN provided (see below for reason)
Investor 1		
Investor 2		

- No: Continue to question 2

2. Are you a tax resident of any other country outside of Australia?

- Yes: Provide the details below and skip to question 12. If resident in more than one jurisdiction please include details for all jurisdictions

		Country of Tax Residence	Tax Identification Number (TIN) or equivalent	Reason Code if no TIN provided
Investor 1	1			
	2			
	3			
Investor 2	1			
	2			
	3			

If TIN or equivalent is not provided, please provide reason from the following options:

- Reason A:** The country/jurisdiction where the entity is resident does not issue TINs to its residents
- Reason B:** The entity is otherwise unable to obtain a TIN or equivalent number (Please explain why the entity is unable to obtain a TIN in the below table if you have selected this reason)
- Reason C:** No TIN is required. (Note. Only select this reason if the domestic law of the relevant jurisdiction does not require the collection of the TIN issued by such jurisdiction)

If **Reason B** has been selected above, explain why you are not required to obtain a TIN

Investor 1	
Investor 2	

- No: Skip to question 12

SECTION II – ENTITIES

Please fill this Section II only if you are an entity. If you are an individual, please fill Section I.

3. Are you an Australian complying superannuation fund?

- Yes: Skip to question 12
- No: Continue to question 4

A. FATCA

4. Are you a US Person?

- Yes: Continue to question 5
- No: Skip to question 6

5. Are you a Specified US Person?

- Yes: Provide your Taxpayer Identification Number (TIN) below and skip to question 7

TIN	
-----	--

- No: Please indicate exemption type and skip to question 7

Type: _____

6. Are you a Financial Institution for the purposes of FATCA?

Yes: Provide your GIIN below and continue to question 7

GIIN	
------	--

If you do not have a GIIN, please provide your FATCA status below and continue to question 7

- Exempt Beneficial Owner
Type: _____
- Deemed-Compliant FFI (other than a Sponsored FI or a Trustee Documented Trust)
Type: _____
- Non-Participating FFI
Type: _____
- Sponsored Financial Institution. Please provide the Sponsoring Entity's name and GIIN.
Sponsoring Entity's Name: _____ Sponsoring Entity's GIIN: _____
- Trustee Documented Trust. Please provide your Trustee's name and GIIN.
Trustee's Name: _____ Trustee's GIIN: _____
- Other
Details: _____

No: continue to question 7

B. CRS

7. Are you a tax resident of any country outside of Australia and the US?

Yes: Provide the details below and continue to question 8. If resident in more than one jurisdiction please include details for all jurisdictions

	Country of Tax Residence	Tax Identification Number (TIN) or equivalent	Reason Code if no TIN provided
1			
2			
3			

If TIN or equivalent is not provided, please provide reason from the following options:

- Reason A:** The country/jurisdiction where the entity is resident does not issue TINs to its residents
- Reason B:** The entity is otherwise unable to obtain a TIN or equivalent number (Please explain why the entity is unable to obtain a TIN in the below table if you have selected this reason)
- Reason C:** No TIN is required. (Note. Only select this reason if the domestic law of the relevant jurisdiction does not require the collection of the TIN issued by such jurisdiction)

If **Reason B** has been selected above, explain why you are not required to obtain a TIN

--

No: Continue to question 8

8. Are you a Financial Institution for the purposes of CRS?

Yes: Specify the type of Financial Institution below and continue to question 9

- Reporting Financial Institution
- Non-Reporting Financial Institution: Specify the type of Non-Reporting Financial Institution below
 - Trustee Documented Trust
 - Other: Please Specify _____

No: Skip to question 10

9. Are you an Investment Entity resident in a Non-Participating Jurisdiction for CRS purposes and managed by another Financial Institution?

- Yes: Skip to question 11
- No: Skip to question 12

C. NON-FINANCIAL ENTITIES

10. Are you an Active Non-Financial Entity (Active NFE)?

- Yes: Specify the type of Active NFE below and skip to question 12
 - Less than 50% of the Active NFE’s gross income from the preceding calendar year is passive income (e.g. dividends, distribution, interests, royalties and rental income) and less than 50% of its assets during the preceding calendar year are assets held for the production of passive income
 - Corporation that is regularly traded or a related entity of a regularly traded corporation
 - Governmental Entity, International Organisation or Central Bank
 - Other: Please Specify _____
- No: You are a Passive Non-Financial Entity (Passive NFE). Continue to question 11

D. CONTROLLING PERSONS

11. Does one or more of the following apply to you:

- Is any natural person that exercises control over you (for corporations, this would include directors or beneficial owners who ultimately own 25% or more of the share capital) a tax resident of any country outside of Australia?
- If you are a trust, is any natural person including trustee, protector, beneficiary, settlor or any other natural person exercising ultimate effective control over the trust a tax resident of any country outside of Australia?
- Yes: Complete details below and continue to question 12

	Name	Date of Birth	Residential Address	Country of Tax Residence	TIN or equivalent	Reason Code if no TIN provided
1						
2						
3						

If there are more than 3 controlling persons, please list them on a separate piece of paper.

If TIN or equivalent is not provided, please provide reason from the following options:

- Reason A:** The country/jurisdiction where the entity is resident does not issue TINs to its residents
- Reason B:** The entity is otherwise unable to obtain a TIN or equivalent number (Please explain why the entity is unable to obtain a TIN in the below table if you have selected this reason)
- Reason C:** No TIN is required. (Note. Only select this reason if the domestic law of the relevant jurisdiction does not require the collection of the TIN issued by such jurisdiction)

If **Reason B** has been selected above, explain why you are not required to obtain a TIN

- No: Continue to question 12

E. DECLARATION

12. Signature

I undertake to provide a suitably updated self-certification within 30 days of any change in circumstances which causes the information contained herein to become incorrect.
I declare the information above to be true and correct.

Investor 1

Signature

Date

--	--	--	--	--	--

Name of authorised representative

Name of entity/individual

Investor 2

Signature

Date

--	--	--	--	--	--

Name of authorised representative

Name of entity/individual

Section 10 – DECLARATIONS (All Investors MUST complete)

By signing as or on behalf of the Applicant, you make all the declarations set out above, in all sections.

Applicant 1

Applicant Given Name(s)

Capacity

- Individual Signatory
- Director
- Executive Office
- Partner
- Sole Director / Secretary
- Authorised Signatory

Signature

Date

--	--	--	--	--	--	--

Company Seal (if applicable)

Applicant 2

Applicant Given Name(s)

Capacity

- Individual Signatory
- Director
- Executive Office
- Partner
- Sole Director / Secretary
- Authorised Signatory

Signature

Date

--	--	--	--	--	--	--

Company Seal (if applicable)

Application Checklist

- Have you completed all sections relevant to you (as set out in the introduction)?
- Have you nominated your financial adviser in section 7 (if applicable)?
- Have you provided certified copies of your identification documents or has your financial adviser completed this for you?
- Have you completed all other relevant details and SIGNED the Application Form?

If you can tick all of the boxes above, send the following:

- Completed Application Form;
- Certified copies of identification documents;

by post to:

Mainstream Fund Services Pty Ltd
Client Services Registry Team
GPO Box 4968
Sydney NSW 2000

For additional applications the duly completed Application Form (including details regarding your direct credit payment) may be mailed to the postal address above.

How did you hear about Milford Asset Management?

- Newspaper/Magazine
- Online advertising
- Online search
- Radio
- Referral
- Other (please specify

Wholesale Investor Certification (Clause 44 of Schedule 1 of the Financial Markets Conduct Act 2013 (FMCA))

Warning

New Zealand law normally requires people who offer financial products to give information to investors before they invest. This information is designed to help investors make an informed decision.

If you are a wholesale investor, the usual rules do not apply to offers of financial products made to you. As a result, you may not receive a complete and balanced set of information. You will also have fewer other legal protections for these investments.

Ask questions, read all documents carefully, and seek independent financial advice before committing yourself.

Offence

It is an offence to give a certificate knowing that it is false or misleading in a material particular. The offence has a penalty of a fine not exceeding \$50,000.

The Offer

Units in the Milford Australian Absolute Growth Fund ('the Fund') are offered and issued to investors by Equity Trustees Limited ('Equity Trustees'), with Milford Australia Pty Ltd appointed as the Investment Manager in respect of the Fund.

Offers of units in the Fund in New Zealand are limited to wholesale investors within the meaning of clause 3(2) of Schedule 1 of the Financial Markets Conduct Act 2013 ('FMCA').

In order to access units in the Fund, please review the Milford Australian Absolute Growth Fund product disclosure statement ('PDS') and New Zealand Investors Selling Restriction in the PDS, read this form, select the type(s) of wholesale investor criteria that apply to you, and complete the certification below.

If you have any queries in relation to the Fund, please contact Equity Trustees at +61 38623 5000. Any queries in relation to your wholesale investor certification should be directed to Equity Trustees' Product Team at productteam@eqt.com.au.

The client identified below certifies that:

- the client is a wholesale investor within the meaning of Schedule 1 of the FMCA, clause 3(2) (in relation to offers of financial products); and
- the client understands the consequences of being certified as a 'wholesale investor' in terms of the FMCA and has received the Milford Australian Absolute Growth Fund PDS.

The type of wholesale investor outlined in Schedule 1 that applies to the client is identified below, along with the grounds on which the client claims that they fall within the identified type.

Unless Equity Trustees agrees otherwise, by completing this form the client is certifying that every transaction on the account referred to below is carried out on its own behalf and not on behalf of any third party. Please contact Equity Trustees if you are acting on behalf of any third party.

[Please select all types of wholesale investor below that are applicable by marking a ✓ or a ✗ in the relevant box(es). For each type that applies, please also select the relevant grounds on which the client is within the identified type].

The client is an investment business (clause 3(2)(a))

Note: other than authorised financial advisers, this applies to entities, not individuals

Grounds for claiming the client is within this type:

- The client is an entity whose principal business consists of investing in financial products
- The client is an entity whose principal business consists of acting as an underwriter
- The client is an entity whose principal business consists of providing a financial adviser service (within the meaning of section 9 of the Financial Advisers Act 2008) in relation to financial products
- The client is an entity whose principal business consists of providing a broking service (within the meaning of section 77B of the Financial Advisers Act 2008) in relation to financial products
- The client is an entity whose principal business consists of trading in financial products on behalf of other persons
- The client is a registered bank (within the meaning of section 2(1) of the Reserve Bank of New Zealand Act 1989)
- The client is a non-bank deposit taker (within the meaning of section 5 of the Non-bank Deposit Takers Act 2013)
- The client is a licensed insurer (within the meaning of section 6(1) of the Insurance (Prudential Supervision) Act 2010)
- The client is a manager of a registered scheme, or a discretionary investment management service, that holds a market services licence
- The client is a derivatives issuer that holds a market services licence
- The client is a QFE or an authorised financial adviser

The client meets the investment activity criteria (clause 3(2)(b))

Grounds for claiming the client is within this type:

- The client (including any entity that the client controls or controlled at the relevant time) owns, or at any time during the two-year period before the date of this certificate has owned, a portfolio of financial products (excluding category 2 products, interests in KiwiSaver or any other form of retirement scheme, or financial products issued by an associated person of the client) of a value of at least NZ\$1 million (in aggregate)
- The client (including any entity that the client controls or controlled at the relevant time) has, during the two-year period before the date of this certificate, carried out one or more transactions to acquire financial products (excluding category 2 products, interests in KiwiSaver or any other form of retirement scheme, or financial products issued by an associated person of the client) where the amount payable under those transactions (in aggregate) is at least NZ\$1 million, and the other parties to the transactions were not associated persons of the client
- The client is an individual who has, within the last 10 years before the date of this certificate, been employed or engaged in an investment business and has, for at least two years during that 10-year period, participated to a material extent in the investment decisions made by the investment business

The client is large (clause 3(2)(c))

Grounds for claiming the client is within this type:

- As at the last day of each of the two most recently completed financial years before the date of this certificate, the net assets of the client and any entities controlled by the client exceeded NZ\$5 million
- In each of the two most recently completed financial years before the date of this certificate, the total consolidated turnover of the client and any entities controlled by the client exceeded NZ\$5 million

The client is a government agency (clause 3(2)(d))

Grounds for claiming the client is within this type:

- The client is a government department named in Schedule 1 of the State Sector Act 1988
- The client is a Crown entity under section 7 of the Crown Entities Act 2004
- The client is a local authority
- The client is a State enterprise (within the meaning of section 2 of the State-Owned Enterprise Act 1986)
- The client is the Reserve Bank
- The client is the Board of Trustees of the National Provident Fund continued under the National Provident Fund Restructuring Act 1990 (or a company appointed under clause 3(1)(b) of Schedule 4 of that Act)

If the client is an entity, the client certifies that it was not established or acquired with a view to being used as an entity to which offers of financial products may be made in reliance upon this exclusion.

The client undertakes to provide Equity Trustees with any information it reasonably requests in order to support the certifications provided.

The client acknowledges that this certificate is provided to Equity Trustees and Milford Australia Pty Ltd for the purposes of determining the client's eligibility to be treated as a wholesale investor for the purposes of the FMCA, and that they will be reliant upon the certifications provided in offering financial products or services to the client (whether as part of the Fund or otherwise).

The client understands that this certificate is valid and may be relied upon by Equity Trustees and Milford Australia Pty Ltd for a period of two years following its date, unless earlier revoked.

Name of client: _____

Account number: _____

Signatures – all individuals/trustees/partners/officers and two directors must sign

Individual/Joint/Trustee/Director Signature

Date

x

D D M M Y Y Y Y

Full Name

Capacity

Individual/Joint/Trustee/Director Signature

Date

x

D D M M Y Y Y Y

Full Name

Capacity

Individual/Joint/Trustee/Director Signature

Date

x

D D M M Y Y Y Y

Full Name

Capacity
