



HAMILTON12 AUSTRALIAN SHARES INCOME FUND

CLASS A



INFORMATION MEMORANDUM

Issued 1 December 2023

Investment Manager

Hamilton12 Pty Ltd
ABN 72 626 045 412, CAR No 001298730
Level 17, 300 Adelaide Street
Brisbane QLD 4000
Ph. +617 3555 7730
Email: clientservices@hamilton12.com
Web: www.hamilton12.com

Custodian/Administrator

Apex Fund Services Pty Ltd
ABN 81 118 902 891
Level 10, 12 Shelley Street
Sydney NSW 2000

Issued by Trustee

K2 Asset Management Ltd
ABN 95 085 445 094, AFSL No 244393
Level 44, 101 Collins Street
Melbourne VIC 3000
Ph. +613 9691 6111
Email: hamilton12@k2am.com.au
Web: www.k2am.com.au

ABOUT THIS INFORMATION MEMORANDUM

This is the Information Memorandum ('IM') for Units in the Hamilton12 Australian Shares Income Fund (referred to as the 'Fund') and was issued on 1 December 2023. This IM has been prepared and issued by K2 Asset Management Ltd (ABN 95 085 445 094) in its capacity as the trustee of the Fund (referred to throughout this IM as the 'Trustee', 'K2', 'us' or 'we').

Hamilton12 Pty Ltd ('Hamilton12' or 'Investment Manager') is the investment manager of the Fund. As the investment manager Hamilton12 selects and manages the assets of the Fund.

Units in the Fund are offered and issued by the Trustee on the terms and conditions described in this IM. By becoming an investor in the Fund, you agree to be bound by this IM. This IM is prepared for your general information only. It is not intended to be a recommendation by K2, Hamilton12 or any other person to invest in the Fund.

You should not base your decision to invest in the Fund solely on the information in this IM. You should consider the suitability of the Fund in view of your financial position and investment objectives and needs and you may want to seek professional advice before making an investment decision.

No other person (whether or not related to the Trustee) is responsible for any information contained in this IM.

The custodian and administrator of the Fund is Apex Fund Services Pty Ltd (ABN 81 118 902 891) ('Apex' or 'Custodian').

This IM is for an offer of Units in the Fund (the 'Offer') to investors who qualify as Wholesale Clients under section 761G of the Corporations Act or to any other person who is not required to be given a regulated disclosure document under the Corporations Act. This IM has not been and will not be lodged with the Australian Securities and Investments Commission ('ASIC'). It does not constitute a product disclosure statement, prospectus or other disclosure document within the meaning of the Corporations Act.

No guarantee of the repayment of capital or a rate of return:

None of the Trustee, Investment Manager or Custodian nor any of their respective employees, agents and officers guarantee the success, repayment of capital, rate of return on income or capital or investment performance of the Fund.

The Offer is available to Wholesale Clients receiving the IM within Australia and the Offer may be made available to select persons in other jurisdictions at the Trustee's discretion, provided the Offer is in accordance with applicable laws in those jurisdictions. Neither the Trustee, the Investment Manager, Managers or Custodian nor any of its directors, members, associates, or related entities, nor any person related to them represent that this IM may be lawfully offered, in compliance with any applicable legislation or other requirements in any jurisdiction outside Australia, or under an exemption available under another jurisdiction, or assume any responsibility for facilitating any such distribution or offering. It is your obligation to seek any advice on, and observe any legal restriction on investment in the Fund which may apply to you.

UPDATE OF INFORMATION

Certain information in this IM relating to the Fund is subject to change. The IM including any updates is available at www.k2am.com.au.

Updated information about performance, Unit prices and other general information about the Fund will be published at www.Hamilton12.com

REFERENCES IN THIS IM

Unless otherwise stated, all fees and charges quoted in the IM are exclusive of GST and net of any Reduced Input Tax Credit ('RITC') entitlements. All amounts are in Australian dollars unless otherwise specified and all references to legislation are to Australian law unless otherwise specified. All references to time and to Business Days are to Melbourne time and Business Days.

A dictionary of important terms used in this IM can be found in the Glossary on page 17.

LETTER FROM THE INVESTMENT MANAGER

Dear Investor,

We are pleased to offer you the opportunity to invest in the Hamilton12 Australian Shares Income Fund (Fund).

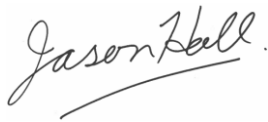
At Hamilton12, we believe many existing products and investment strategies are not necessarily the best match for investors seeking equities exposure without high fees. Investors have taken note of research and have worked out that finding a portfolio manager with sufficient skill to outperform a low-cost index fund is challenging. Additionally, we believe that fees are not a good signal of quality, and investors are searching for fee minimisation, tax efficiency, and above-benchmark performance.

The Fund's objective is to generate long-term after-tax returns for Australian resident investors in excess of the benchmark after fees, including an annual gross dividend yield (including franking) that exceeds the gross dividend yield of the benchmark. The Fund is suited to investors with an investment horizon of at least three years.

To ensure a high alignment of interests with our investors, the co-founders of Hamilton12, including ourselves, are co-invested in the Fund.

We encourage you to read this Information Memorandum thoroughly and look forward to welcoming you into the Hamilton12 Australian Shares Income Fund.

Sincerely,



Dr. Jason Hall

Co-founder and Chief Investment Officer



Richard McDougall

Co-founder and Managing Director

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FUND AT A GLANCE

The table below provides a summary of the key features of the Fund. It is not intended to be complete or exhaustive. You must read the whole of the IM to obtain more detailed information before deciding to invest in the Fund.

About the Fund		
Name of Fund	Hamilton12 Australian Shares Income Fund	
Investment Manager	Hamilton12 Pty Ltd (ABN 72 626 045 412)	
Benchmark	S&P/ASX 200 Franking Credit Adjusted Daily Total Return Index (Superannuation)	
Investment objective	The Fund aims to generate long-term after-tax returns for Australian resident investors in excess of the Benchmark after fees, including an annual gross dividend yield (including franking) that exceeds the gross dividend yield of the Benchmark.	
Investments ¹	The Fund will be invested within the following asset allocation ranges:	
	Australian listed Securities Cash	90% - 100% 0% - 10% P.6
Minimum initial investment	\$250,000	P.10
Minimum additional investment	\$25,000	P.10
Minimum balance ²	\$250,000	P.11
Unit and Fund Valuations	Daily	P.10
Applications	Daily. Application forms and cleared funds must be received by 2pm on the Application Date. Units will be issued the Business Day following the Application Date.	P.10
Redemptions	Daily. Completed redemption requests must be received by 10am on the Business Day you wish to redeem (Valuation Date).	P.11
Income distribution	Quarterly. Distributions will be reinvested in the Fund unless otherwise instructed by the Unitholder.	P.12
Management costs	0.60% p.a., exclusive of GST.	P.13
Performance fee	15.00%, exclusive of GST, of the amount by which the after-tax returns of the Fund exceed the after-tax returns of the Benchmark on a quarterly basis.	P.13
Buy/Sell Spread	Buy 0.20% / Sell 0.20%.	P.13
Recommended minimum investment time frame	Suggested minimum investment time frame is 3 years.	

¹ The actual allocation to all asset classes may vary from time to time. The Fund may temporarily hold higher levels of cash due to redemptions from or applications into the Fund.

² The Trustee may alter the minimum amounts specified at any time without prior notice to Unit Holders.

THE INVESTMENT OPPORTUNITY

INVESTMENT OBJECTIVE

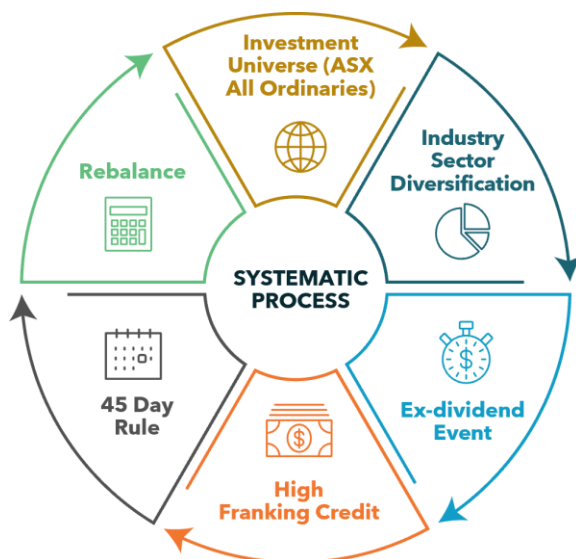
The Hamilton12 Australian Shares Income Fund aims to generate long-term after-tax returns for Australian resident investors in excess of the Benchmark after fees, including an annual gross dividend yield (including franking) that exceeds the gross dividend yield of the Benchmark. The Fund uses a rules-based approach that allocates the portfolio towards Securities offering high franked dividend yield. The Fund aims to mitigate risk by ensuring the fund is diversified across industry sectors. The investment universe is the Australian-listed Securities of the All Ordinaries Index. The Fund's benchmark is the S&P/ASX 200 Franking Credit Adjusted Daily Total Return Index (Superannuation).

INVESTMENT STRATEGY

INVESTMENT APPROACH

The investment approach is underpinned by a focus on after-tax returns for an Australian resident investor. The portfolio is rebalanced six times per year using a rules-based approach that allocates the portfolio towards stocks offering high franked dividend yield, while maintaining diversification across industry sectors. All portfolio stocks are drawn from the All-Ordinaries Index and are projected to pay franked dividends within six months of a rebalancing date. Stock selection follows a systematic and objective analysis of analyst dividend forecasts, historical franking levels, company-specific timing of ex-dividend dates, and share prices on portfolio rebalancing dates.

As part of Hamilton12's risk mitigation strategy, portfolio weights take account of the portfolio stocks' relative market capitalisation and liquidity. The fund holds approximately 100 stocks, diversified across industry sectors and stocks with large market capitalisation (approximately 90% of the All Ordinaries Index by market capitalisation) and medium market capitalisation (approximately 10% of the All Ordinaries Index by market capitalisation).



The investment universe of the Fund is the ASX All Ordinaries Index.

The Fund uses a rules-based approach that maintains diversification across industry sectors and allocates the portfolio towards ex-dividend Securities that offer high franked dividend yield.

The portfolio is rebalanced six times per year.

FUND OVERVIEW

The Hamilton12 Australian Shares Income Fund aims to generate long-term after-tax returns for Australian resident investors in excess of the Benchmark after fees, including an annual gross dividend yield (including franking) that exceeds the gross dividend yield of the Benchmark.

The Fund uses a rules-based approach that allocates the portfolio towards Securities offering high franked dividend yield, while maintaining diversification across industry sectors.

The investment universe of the Fund is Australian Securities of the All Ordinaries Index.

INVESTMENT OBJECTIVE

The Fund's Objective is to generate long-term after-tax returns for Australian resident investors in excess of the Benchmark after fees, including an annual gross dividend yield (including franking) that exceeds the gross dividend yield of the Benchmark.

CASH POLICIES

Cash levels will be actively managed and can range from 0 - 10% of the Fund portfolio. The Fund will only hold Australian Dollars (AUD).

BENCHMARK

The Fund's benchmark is the S&P/ASX 200 Franking Credit Adjusted Daily Total Return Index (Superannuation).

DERIVATIVES

The Fund does not use exchange-traded and over-the-counter derivative instruments. The Fund may make other investments as permitted by the Fund's Constitution.

LEVERAGE

The Fund does not use leverage to increase the net invested position of the Fund. However, the Fund may invest in assets which are exposed to leverage.

CHANGING THE INVESTMENT STRATEGY

The investment strategy and asset allocation parameters may be changed by the Trustee in its discretion on the advice of the Investment Manager.

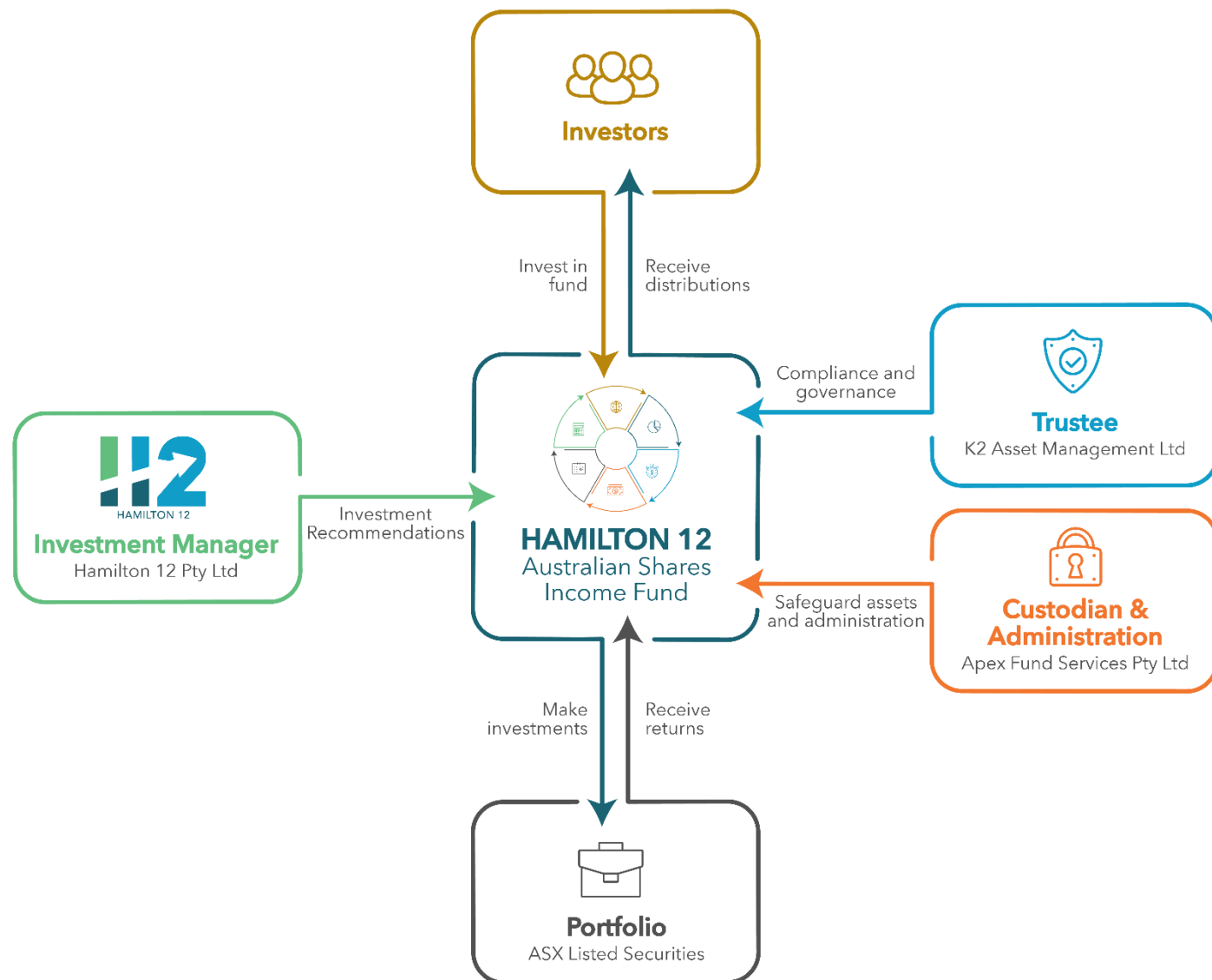
FUND PERFORMANCE

Up to date information on the performance of the Fund can be obtained from www.Hamilton12.com. A free of charge paper copy of this information will also be available on request.

ABOUT THE FUND

The Fund is an Australian wholesale fund which is a managed investment scheme. In a unit trust structure when you invest your money, it is pooled with other investor funds. Each unit represents an equal share in the net assets of the Fund, however no investor is entitled to any specific or part assets of the Fund. The rights of unitholders are set out in the Fund's Constitution. The Fund was established by a Trust Deed dated 15 August 2022 which sets out the relationship between the Trustee and Unitholders. The Trustee has appointed the Investment Manager as the manager of the Fund pursuant to the Investment Management Agreement.

FUND STRUCTURE



ABOUT K2 AND THE MAIN SERVICE PROVIDERS

THE TRUSTEE

K2 ASSET MANAGEMENT LTD

K2 Asset Management Ltd (ABN 95 045 885 094) (AFSL 244393), a subsidiary of K2 Asset Management Holdings Ltd (ABN 59 124 636 782), which is a public company listed on the Australian Securities Exchange (ASX: KAM), is the Fund's Trustee and issuer of this IM. K2 was established in Melbourne in 1999 and specialises in managed funds for retail, wholesale and institutional investors. The responsibilities and obligations as the Fund's Trustee are governed by the Fund's constitution ('Constitution'), the Corporations Act and general trust law. As Trustee, K2 oversees the operation and management of the Fund and is required to act in the best interests of investors.

THE INVESTMENT MANAGER

HAMILTON12 PTY LTD

The Trustee has appointed Hamilton12 Pty Ltd ('Hamilton12') as the Investment Manager of the Fund. Hamilton12 is a corporate authorised representative (AFS representative number 001298730) of K2 Asset Management Ltd.

Hamilton12 was formed in 2017 and focuses on creating systematic, rules-based investment strategies designed to help investors achieve positive risk-adjusted returns at a lower cost.

Hamilton12 offers investors a transparent and disciplined way to increase returns, minimise risk and reduce expenses on a persistent basis. Hamilton12's portfolio construction approach is grounded on rigorous theory, market segmentation and the impact of taxation on investment returns.

The Investment Manager believes that investors are searching for fee minimisation, tax efficiency, and above benchmark performance. Hamilton12 seeks to provide solutions by using portfolio formation techniques grounded in theory and evidence, and matched to risk constraints and return expectations of investors.

DR. JASON HALL – DIRECTOR AND CHIEF INVESTMENT OFFICER

Jason's knowledge of value-based investing, analyst earnings forecasts, and the value of dividend imputation credits forms the basis of stock selection for the Fund.

For more than 20 years, Jason has been widely recognised for his work on imputation credits. Jason has derived expected share market returns from analyst earnings forecasts; measured analyst forecast accuracy; quantified the risk-reward implications of industry sector rotation; and modelled retirement income streams. Additionally, Jason's work on valuation has been relied upon by companies listed on the Australian Securities Exchange, and by Australian state and federal government agencies.

Prior to co-founding Hamilton12, Jason was a director of the consulting firm Cardinal Economics & Finance. Jason's previous experience is as a director of Frontier Economics, senior lecturer in finance at The University of Queensland Business School and equity research analyst at Credit Suisse.

Jason is also a lecturer in finance at the Ross School of Business, University of Michigan and a board member of the CFA Society Detroit. He completed his PhD in Finance at The University of Queensland and is a CFA charter holder.

RICHARD MCDUGALL – MANAGING DIRECTOR

Richard's experience in financial markets spans more than 20 years having held advisory and executive roles with banking and investment firms both domestically and abroad.

Prior to co-founding Hamilton12, Richard was a Director at the Westpac Group where his insight and experience helped its Private Bank clients make informed investment decisions.

Before joining Westpac, Richard was the Queensland State Manager for Morgan Stanley Wealth Management and was responsible for establishing its wealth management presence in Queensland following the global acquisition of Smith Barney from Citigroup.

Prior to Morgan Stanley, Richard was a Director of UBS Wealth Management, a Swiss global financial services company and the Australian General Manager for Currencies Direct, a UK based foreign exchange broker and international payment provider.

Richard holds a Bachelor of Laws and Commerce from Bond University and a Master of Business Administration (Hons) from The University of Queensland.

THE CUSTODIAN

APEX FUND SERVICES PTY LTD

Apex Fund Services Pty Ltd ('Apex') has been appointed to act as Custodian of the Fund on terms consistent with typical Australian market practice under a custody agreement. Apex holds an Australian Financial Services Licence and is subject to ASIC regulation. As is standard practice for global investment dealings, Apex engages third party sub-custodians around the world to transact and hold assets for the Fund.

THE ADMINISTRATOR

APEX FUND SERVICES PTY LTD

Apex has been appointed to act as the administrator of the Fund. The Trustee and Apex have entered into an agreement for administrative services for the Fund that sets out Apex's role as administrator, including its rights and obligations and the limits on its liability.

Responsibilities of Apex include:

- ▶ maintaining the Fund's register of Unit Holders;
- ▶ calculating the NAV and Unit price for the Fund;
- ▶ preparing unaudited financial statements for the Fund in accordance with international financial reporting standards; and
- ▶ providing certain other administrative services.

Apex's obligations to the Fund are limited to the provision of services to the Trustee, and Apex has not undertaken any obligations to Unit Holders.

OTHER SERVICE PROVIDERS

At the date of this Information Memorandum, the following additional service providers have been engaged.

Tax: Ernst & Young

Legal: HWL Ebsworth

Audit: KPMG

The service providers may be changed at any time without prior notice to unitholders.

MANAGING RISK

All investments carry risks. Different investment strategies may carry different levels of risk, depending on the assets acquired under the strategy. The level of risk for each person will vary depending on a range of factors, including age, investment time frames, where other parts of your wealth are invested and your risk tolerance. Risks include but are not limited to:

ACTIVE MANAGEMENT RISK

Hamilton12 does not invest in a predetermined basket of Securities, such as a basket of Securities that reflects an index, but instead selects Securities that meet its investment criteria. There is the risk that the Fund may underperform Benchmark and market returns.

COMPANY SPECIFIC RISK

The value of investments can vary because of changes to a company's management, internal operations, product distribution or the company's business environment. Returns are affected by the underlying strength of the cash flows, balance sheets and management of the companies in which the Fund invests. An investment in shares carries the risk of a decline in value or a decrease in, or failure of payment of dividends because of a number of factors, including a fall in investor confidence, poor management or changes in a company's competitive environment or internal operations.

COUNTERPARTY RISK

Counterparty risk is the risk of loss resulting from another party, including but not limited to a broker used by the Investment Manager to execute trades, defaulting on its financial obligations either because the counterparty becomes insolvent or cannot otherwise meet its obligations to the Fund. We aim to keep this risk to a minimum by regularly monitoring all counterparties.

DISTRIBUTION RISK

The Fund may make regular or irregular distribution payments to Unit Holders. Depending on the level of income the Fund receives from underlying investments, this may impact the value of the Fund and in addition individual Unit Holders' taxable income.

FUND RISK

As with all managed funds, there are risks particular to the Fund including that the Fund could be terminated, the fees and expenses could change, or service providers are changed.

INVESTMENT MANAGER RISK

The skill and performance of Hamilton12 as Investment Manager can impact the Fund's investment returns. Changes in the key personnel and resources of these entities may also have an impact on the Fund. As a result, the Fund may underperform its Benchmark compared to other funds with a similar investment strategy.

LEGAL & REGULATORY RISK

The Fund may be affected by the actions of governments and regulatory bodies. Legislation could be imposed retrospectively or may be issued in the form of internal regulations of which the public may not be aware. Legislation (including legislation relating to tax) or regulation may be introduced which inhibits the Fund from pursuing its strategy or which renders an existing strategy less profitable than anticipated. These actions may take any form and may be imposed without prior warning by any regulator.

LIQUIDITY RISK

The realisation of assets is subject to a number of factors such as extreme economic and market conditions. Although the Fund invests in listed Australian Securities there may be times when Securities cannot be readily sold. This will affect the Fund's overall liquidity.

MARKET RISK

The value of investments may fluctuate significantly over short periods of time. These fluctuations can be caused by changes in interest rates, economic cycles, investor sentiment, pandemic outbreaks, environmental issues and political, social, technological, and legal events. These changes can directly or indirectly create an environment that influences (negatively or positively) the value of investments in the Fund.

In addition, certain events may have a negative effect on the price of investments within a particular market. These events include financial crises, housing bubbles bursting and other economic, social, technological or political conditions which impact market sentiment. The duration and potential impacts of these events are highly unpredictable and may give rise to increased and or prolonged market volatility.

OPERATIONAL RISK

Operational risk addresses the risk of trading and back office or administration issues that may result in a loss to the Fund's portfolio. This could be the result of oversight, ineffective security processing procedures, computer system problems, cyber risk or human error. Hamilton12, K2 and the appointed service providers have instituted certain practices and processes within their respective operations and business administrations designed to wherever possible mitigate the operational risk consequences that arise.

SECURITY OR ASSET SPECIFIC RISK

The prices of Securities which the Fund invests in, can rise or fall independently of changes in the broader market. While the Fund mitigates this risk through diversifying its holdings across a wide selection of available Securities and assets in the relevant indexes of the Fund, the Fund may still be exposed to independent security or asset specific risk.

SELECTION RISK

The Investment Manager may make poor investment decisions resulting in sub-standard returns (for example where they invest in a company, that significantly underperforms). If the Investment Manager makes poor investment selections, poor asset allocation decisions and/or adopts poor strategy and trade execution, this will impact the Fund.

WITHDRAWAL RISK

It may be determined that it is in the best interests of unitholders to suspend or delay withdrawals from the Fund. In addition, the payment of redemption payments may also be delayed or withheld at the discretion of the Trustee

INVESTING IN THE FUND

The minimum initial application is \$250,000. The Trustee may waive or increase the minimum application amounts at our discretion. You may add to your investment at any time. Minimum additional applications are \$25,000.

MAKING AN APPLICATION

Investors may apply for Units by visiting www.hamilton12.com, or by completing and signing the Application Form accompanying this IM.

The duly completed Application Form, together with the relevant certified identification documents can be mailed, faxed or emailed to:

APEX FUND SERVICES PTY LTD
Unit Registry
GPO Box 4968
Sydney NSW 2001
Australia
Fax: (02) 9251 3525
Email: registry@apexgroup.com

APPLICATION DATE

Applications can be processed on any Business Day (**Application Date**). Units will be issued the Business Day following the Application Date.

Please note the application cannot be processed until cleared funds are received. Cash cannot be accepted. Application forms and cleared funds must be received by 2pm on the Application Date you wish to apply.

Under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) 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.

The Trustee reserves the right to refuse any application without giving a reason. If for any reason the Trustee refuses or is unable to process your

application to invest in the Fund your application money will be returned 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.

Applications can be made anytime, however, for Unit pricing purposes and income accrual purposes, any application received after 2pm (Australian EST) on the Application Date will generally be treated as having been received and applied for the following Application Date.

VALUATION OF THE FUND AND ISSUE PRICE

The Issue Price of a Unit in the Fund is based on the NAV of the Fund divided by the number of Units on issue as calculated on the application's relevant Application Date.

Applications accepted by the Trustee and received before 2pm on the Application Date will receive the Issue Price calculated for the Application Date, or if after 2pm, for the next occurring Application Date.

An allowance for transactions costs may be made (Buy/Sell Spread). At the date of this IM, the Buy Spread is 0.20%. Refer to "Fees and Costs" on page 13 for additional information on the Buy/Sell Spread.

Each Unit is a proportional interest in the Net Asset Value of the Fund, having regard to the total number of issued Units.

Listed assets are usually valued at the closing price on the exchange on which they are listed. Any income entitlement or cash held for the Fund and any amount of GST recoverable by the Fund from the Australian Taxation Office ('ATO') are also included in the value of Fund's assets and used to calculate the value of Units. Generally, the Fund's liabilities are valued at cost.

The Fund will be valued daily and the Trustee has the discretion to value the Units less frequently where it so decides.

REDEEMING FROM THE FUND

MAKING A REDEMPTION

Unit Holders wishing to make a redemption can do so by visiting www.hamilton12.com, or by completing a Redemption Form and submitting the completed Redemption Form before 10am Australian Eastern Standard Time on the Business Day you wish to redeem (Valuation Date). Completed Redemption Forms can be sent via post, fax or email:

APEX FUND SERVICES PTY LTD

Unit Registry
GPO Box 4968
Sydney NSW 2001
Australia
Fax: (02) 9251 3525
Email: registry@apexgroup.com

Your redemption must not result in the balance of your investment falling below \$250,000.

The Trustee has the right to fully redeem an Investor's investment in the Fund where their holding falls below the minimum balance amount of \$250,000.

REDEMPTION PRICE

The Redemption Price of a Unit in the Fund is based on the NAV of the Fund divided by the number of Units on issue as calculated on the redemption's relevant Valuation Date.

Redemption requests are available daily. Redemption requests must be accepted by the Trustee and received before 10am on the Valuation Date the unitholder wishes to redeem. If redemption requests are received after 10am, the redemption request will be applied to the next occurring Valuation Date.

An allowance will be made for the transaction costs required for selling investments which is known as the Sell Spread. At the date of this IM, the Sell Spread is 0.20%. Refer to "Fees and Costs" on page 13 for additional information on the Buy/Sell Spread.

ACCESS TO FUND

Redemption monies will generally be effected following the fifth (5th) Business Day after the Valuation Date for which the Redemption Form is received.

Except where the Fund is not liquid, the Trustee will generally allow Unit Holders of the Fund to access their investment in accordance with this IM.

The Constitution allows the Trustee to delay making payments for a redemption request in unusual circumstances, such as when the Trustee is unable to satisfy a Redemption request due to suspended trading in the market or if a redemption is deemed not to be in the best interests of the unitholders (for example, a large redemption may not be honoured in the above time frames if the Trustee determines that it would adversely affect the remaining unitholders of the Fund).

The Trustee will refuse to comply with any Redemption Form if the requesting party does not satisfactorily identify themselves, as the Unit Holder.

Redemption payments will not be made to third parties (including authorised representatives) and will only be paid directly to the Unit Holder's bank account held in the name of the Unit Holder at a branch of an Australian domiciled bank.

EMAILING REDEMPTION FORMS

The Unit Holder agrees that any payment made in accordance with an emailed Redemption Form is in complete satisfaction of the obligations of the Trustee, notwithstanding any fact or circumstance including that the payment was made without the Unit Holder's knowledge or authority.

The Unit Holder agrees that if the payment is made in accordance with an emailed Redemption Form, the Unit Holder or any person claiming through or under them will have no claim against the Trustee for the payment.

OTHER INVESTOR INFORMATION

DISTRIBUTIONS

Distributions are calculated quarterly. A Distribution comprises a Unit Holder's share of any distributable income earned by the Fund. A Unit Holder's share of any distributable income is generally based on the number of Units held by the Unit Holder at the end of the distribution period.

Generally, the income entitlements of Unit Holders of the Fund are distributed within 30 days after the date they are determined, although the distribution may take longer (for example, if there is a delay in completing an audit).

As a Unit Holder in the Fund, you will have your Distribution directly credited to your nominated bank account or reinvested as Units in the Fund on a quarterly basis.

Distributions will be reinvested in the Fund unless otherwise instructed by the Unitholder.

APPOINTMENT OF AUTHORISED REPRESENTATIVE

Unit Holders may elect to appoint an authorised representative to operate their account. The relevant sections on the Application Form need to be completed, including the name and signature of the authorised representative, the signature of the Unit Holder and the date. Only Unit Holders can appoint authorised representatives. If you appoint an authorised representative, we suggest that you ensure that:

- ▶ they cannot appoint another nominee; and
- ▶ the appointment lasts until cancelled by you in writing or by the Trustee.

If the Trustee determines that the circumstances require, the Trustee may cancel an appointment by giving the Unit Holder 14 days' notice in writing. If an appointment is cancelled, the Trustee will not be obliged to act on the instructions of the authorised representative. If the instructions are varied, the Trustee will act only in accordance with the varied instructions.

By completing and lodging the relevant sections on authorised representatives on the Application Form you release, discharge and agree to indemnify the Trustee from and against any and all losses, liabilities, actions, proceedings, account claims and demands arising from the Trustee acting on the instructions of your authorised representative.

You also agree that any instructions of your authorised representative to the Trustee, which are followed by the Trustee, is a complete satisfaction of the obligations of the Trustee, notwithstanding any fact or circumstance, including that the instructions were made without your knowledge or authority.

You agree that if the authorised representative's instructions are followed by the Trustee, you and any person claiming through or under you have no claim against the Trustee for the instructions.

POWERS OF AN AUTHORISED REPRESENTATIVE

An authorised representative can, among other things:

- ▶ apply for additional investment Units;
- ▶ request that distribution instructions be altered;
- ▶ change bank account details,
- ▶ withdraw all or part of your investment; and
- ▶ enquire as to the status of your investment and obtain copies of statements.

Redemption payments will not be made to third parties.

If a company is appointed as an authorised representative, the powers will extend to any director and authorised officer of the company. If a partnership, the powers will extend to all partners.

REPORTING

Regular reports are provided to Unit Holders in the Fund. These reports comprise of:

- ▶ Distribution Statements – issued in line with distribution frequency, notifying you of the value of your investment, income from investments and confirming the reinvestment or payment to your nominated account.
- ▶ Tax Statements issued annually, providing Unit Holders with taxation information including a detailed summary of the components of any Distributions.

Updated information about performance, Unit prices and other general information about the Fund will be published at www.Hamilton12.com

COMPLAINTS RESOLUTION

The Trustee seeks to resolve complaints over the management of the Fund to the satisfaction of Unit Holders. The Trustee has an established complaint handling process and is committed to properly considering and resolving all complaints.

If you have a complaint about your investment, please contact K2 Asset Management:

Phone: +613 9691 6111
Post: K2 Asset Management
 Level 44, 101 Collins Street
 Melbourne VIC 3000
Email: compliance@k2am.com.au

We will acknowledge receipt of the complaint as soon as possible and in any case within 24 hours (or one business day) of receiving the complaint. We will seek to resolve your complaint as soon as practicable but not more than 30 days after receiving the complaint.

If you are not satisfied with our response, you may be able to lodge a complaint with the Australian Financial Complaints Authority ('AFCA'):

Online: www.afca.org.au;
Phone: 1800 931 678;
Email: info@afca.org.au; or
Post: GPO Box 3, Melbourne VIC 3001.
Please quote our AFCA membership number: 12481

FEES AND COSTS

Fee	Amount	Description
Entry / Exit fee	Nil	
Management Costs	0.60% (exclusive of GST)	Management costs are the fees and costs of managing the assets and overseeing the operations of the Fund. These costs are calculated and accrued daily.
Performance fees	15.00% (exclusive of GST) of the amount by which the after-tax returns of the Fund exceed the after tax returns of the Benchmark on a quarterly basis	The performance fee is calculated daily and will only be paid at the end of the Performance Period. There are fees accrued only if the Fund's performance exceeds the Benchmark in instances of both negative and positive after-tax returns.

MANAGEMENT COSTS

Management costs are the fees and costs of managing the Fund and include (but not limited to) management fees, administration costs (e.g. unit registry, administration, audit, and custody), and other expenses and reimbursements.

The management costs are calculated and accrued daily. Management costs are based on the value of the Fund after all expenses but before any performance fee accrual for the current Performance Period and is reflected in the Issue and Redemption Prices.

The management costs applicable to Units in the Fund is currently 0.60% p.a. exclusive of GST. Management costs are paid monthly in arrears.

Management costs excludes transaction costs, buy/sell spreads, and brokerage fees.

PERFORMANCE FEES

The Fund is charged a performance fee of 15.00% exclusive of GST of the amount by which the after-tax returns of the Fund exceed the after-tax returns of the Benchmark on a quarterly basis. The Performance Fee is calculated daily and will only be paid at the end of the Performance Period. The Performance Period is each three-month period (or part period where relevant) ending on June, September, December, and March.

For the avoidance of doubt, performance fees may be accrued if the Fund's performance exceeds the Benchmark in instances of both negative and positive after-tax returns.

Computations of Fund returns will be on an after-tax basis assuming a corporate tax rate of 30%, an investor tax rate of 15%, and that investors are Australian resident investors so are eligible to receive the full benefit of divided imputation tax credits. Taxes on capital gains and losses are ignored in the computation of after-tax returns, consistent with the computation of after-tax returns performed by S&P for the Benchmark.

Any underperformance from prior performance periods (deficit) must be recouped prior to a performance fee being paid.

If a Unit Holder redeems Units before the end of a Performance Period, the accrued performance fee referable to that Performance Period will be paid to Hamilton12. If a Unit Holder redeems Units before the end of a Performance Period, and there is a deficit, no performance fee is paid and the deficit carried forward will be reduced proportionately.

Example calculation of Performance Fee:

Below you will find a dollar fee example based on an Investor with a \$250,000 investment in the Fund. The example assumes no subscriptions, redemptions or distributions have been made and no previous periods of underperformance need to be caught up. NAV at the beginning of the period is \$250,000. Please note that this is just an example and should not be taken as an indication or guarantee of future performance, nor an indication of the performance fee that may be charged in the future.

Example 1:

For the period 1 July to 30 September, we assume that:

- ▶ After management fees and expenses, the investment increased from \$250,000 to \$262,500 including net franking benefits (namely 5%).
- ▶ The S&P/ASX 200 Franking Credit Adjusted Daily Total Return Index (Superannuation) Index increased during this period by 4%.

Therefore,

- ▶ Fund Performance return = $\$250,000 \times 5\% = \$12,500$
- ▶ S&P/ASX 200 Franking Credit Adjusted Daily Total Return Index (Superannuation) Index return = $\$250,000 \times 4\% = \$10,000$

Outperformance = $\$12,500 - \$10,000 = \$2,500$

Performance fee = $\$2,500 \times 15\% = \375

In this case, the investor pays \$375 in performance fees.

Example 2:

For the period 1 July to 30 September, we assume:

- ▶ After management fees and expenses, the investment increased from \$250,000 to \$262,500 including net franking benefits (namely 5%);
- ▶ The S&P/ASX 200 Franking Credit Adjusted Daily Total Return Index (Superannuation) Index increased during this period by 6%

Therefore,

- ▶ Fund Performance return = $\$250,000 \times 5\% = \$12,500$
- ▶ S&P/ASX 200 Franking Credit Adjusted Daily Total Return Index (Superannuation) Index return = $\$250,000 \times 6\% = \$15,000$

As the fund's performance is below the benchmark return, no performance fee is payable; and underperformance will be carried forward to ensuing period(s).

Underperformance from prior performance periods (deficit) must be recouped prior to a performance fee being paid.

FUND EXPENSES

We have the right to recover all proper expenses incurred in managing the Fund, including custody fees, administration fees, audit fees and other ordinary expenses related to the establishment and operation of the Fund, and as such these expenses may increase or decrease accordingly.

We may also recover abnormal expenses (such as the costs of Unit Holders' meetings, legal advice/proceedings and other irregular expenses). The Constitution does not place any limit on the amount of the abnormal expenses that can be paid from the Fund.

GST AND TAXES

All government taxes such as stamp duty and GST will be deducted from the Fund as appropriate. Relevant tax information is provided in the 'Taxation' section. RITCs will also be claimed by the Fund where appropriate to reduce the cost of GST to the Fund.

BUY/SELL SPREAD

The Fund may incur transaction costs. These transaction costs include brokerage, settlement costs (including custody costs), clearing costs and stamp duty. Transaction costs are deducted from the assets of the Fund and are recovered as they are incurred and reflected in the Unit Price. They are disclosed net of amounts recovered by the Buy/Sell Spread.

The Buy/Sell Spread reflects the estimated transaction costs associated with buying or selling the assets of the Fund when investors apply to or redeem from the Fund. The Buy/Sell Spread is an additional cost to the investor and is incurred when an investor applies to or redeems from the Fund. The Buy/Sell Spread is paid into the Fund and is not retained by the Trustee or Investment Manager.

At the date of this IM, the Buy Spread for the Fund is 0.20% and the Sell Spread for the Fund is 0.20%.

CAN THE FEES CHANGE?

All fees can change without Unit Holder consent, subject to the maximum fee amounts specified in the Constitution of the Fund. Reasons might include changing economic conditions and changes in regulation. We will generally provide Unit Holders with at least 30 days' notice of any proposed increase to the Trustee fee.

Expense recoveries and Buy/Sell Spreads may change without notice, for example, when it is necessary to protect the interests of existing Unit Holders.

DIFFERENTIAL FEES

The Trustee or Investment Manager may from time to time negotiate a different fee arrangement with certain Australian Wholesale Clients.

TAXATION

The taxation information in this IM 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.

TAXATION OF THE FUND

Investing in a managed investment scheme is likely to have tax consequences. Registered managed investment schemes that attribute all of the Fund's taxable income (described in the AMIT regime as trust components) to investors each year do not pay tax on behalf of investors and you will be personally assessed for tax on any trust components attributed to you.

The Fund intends to make an irrevocable election to treat gains and losses on the sale of eligible assets as capital gains and losses (the MIT CGT election). This election will continue to apply for all years where the Fund qualifies as a Managed Investment Trust (MIT). By making the election, the gains and losses from certain eligible assets will be taxed under the capital gains tax (CGT) regime. Eligible assets include shares and non-share equity interests, units in unit trusts, and land or interests in land, and options over these assets.

In normal circumstances you should expect that some income and/or capital gains will be generated each year. The taxation of managed investment schemes is complicated, and you are strongly advised to seek professional tax advice relevant to your own circumstances before investing in the Fund.

The material relating to taxation may change between the time when you read this IM and the day when you acquire the product.

ATTRIBUTION MANAGED INVESTMENT TRUST ('AMIT')

The Fund intends to elect to be treated as an Attribution Managed Investment Trust ('AMIT').

The AMIT provisions apply an attribution model whereby the Trustee attributes amounts of trust components of a particular character to investors on a fair and reasonable basis consistent with the operation of the Fund's Constitution, which includes provisions in relation to AMIT. Under the AMIT rules, the following will apply:

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

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

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

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

Penalties: In certain circumstances such as a failure to comply with certain AMIT rules, specific penalties may be imposed on the Trustee of the Fund.

The AMIT regime is intended to reduce complexity, increase certainty and reduce compliance costs for managed investment trusts and their investors. Where the Fund does not elect into the AMIT regime, or has made the election but the election is not effective for the income year (e.g. the Fund does not satisfy the requirements to be a managed investment trust for the income year), the Tax Law applicable to non-AMITs should be relevant. In particular, the Fund should not generally pay tax on behalf of its investors and instead, investors should be assessed for tax on any income and capital gains generated by the Fund to which they become presently entitled.

DISTRIBUTIONS WHERE THE FUND IS NOT AN AMIT

Where the Fund is not an AMIT, and 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. 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 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.

FRANKING CREDITS

Where the Fund receives franked dividends, the taxable income of the Fund includes franked dividends and a gross-up for the related franking credits. A credit for these franking credits 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.

DISPOSAL OR REDEMPTION OF UNITS

Unit Holders must include any realised capital gain or loss on disposal or redemption of their Units (together with any capital gain attributed 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 represents a distribution of income for tax purposes for the financial year.

Where the Redemption Price includes a distribution of income, the capital proceeds from the redemption 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 (subject to certain conditions) or one-third for superannuation entities may be allowed where the Units have been held for 12 months or more.

TAX FILE NUMBER ('TFN') AND AUSTRALIAN BUSINESS NUMBER ('ABN')

It is not compulsory for an investor to quote their TFN or ABN. If an investor is making this investment in the course of a business or enterprise, the investor may quote an ABN instead of a TFN. Failure by an investor to quote an ABN or TFN or claim an exemption may cause the Trustee to withhold tax at the top marginal rate, plus the Medicare Levy, on gross payments including distributions or attribution of income to the investor. The investor may be able to claim a credit in their tax return for any TFN or ABN tax withheld. Collection of TFNs is permitted under taxation and privacy legislation.

By quoting their TFN or ABN, the investor authorises the Trustee to apply it in respect of all the investor's investments with us. If the investor does not want to quote their TFN or ABN for some investments, the Trustee should be advised.

GOODS AND SERVICES TAX ('GST')

The Fund is registered for GST. The issue or withdrawal of Units in the Fund and receipt of distributions are not subject to GST.

The Fund may be required to pay GST included in management and other fees, charges, costs and expenses incurred by the Fund. However, to the extent permissible, the Trustee will claim on behalf of

the Fund a proportion of this GST as a RITC. Unless otherwise stated, fees and charges quoted in this IM are exclusive of GST and net of any RITC entitlements.

The impact of GST payments and credits will be reflected in the Unit price of the Fund. Investors should seek professional advice with respect to the GST consequences arising from their investment in the Fund.

AUSTRALIAN TAXATION OF AUSTRALIAN RESIDENT INVESTORS

DISTRIBUTIONS

Investors will receive an AMMA Statement (or a trust distribution statement where the Fund is not treated as an AMIT), detailing all relevant taxation information concerning attributed amounts and cash distributions. This will include any Foreign Income Tax Offset ('FITO') and franking credit entitlements, returns of capital, assessable income, and any upwards or downwards cost base adjustment in the CGT cost base of their Units in the Fund.

An investor may receive their share of attributed tax components of the Fund or net income in respect of distributions made during the year or where they have made a large withdrawal from the Fund. In this case their withdrawal proceeds may include their share of net income or attributed tax components of assessable income, exempt income, non-assessable non-exempt income and tax offsets (i.e. credits). In addition, because Australian investors can move into and out of the Fund at different points in time, there is the risk that taxation liabilities in respect of gains that have benefited past investors may have to be met by subsequent investors.

DISPOSAL OF UNITS BY AUSTRALIAN RESIDENT INVESTORS

If an Australian resident investor transfers or redeems their units in the Fund, this may constitute a disposal for tax purposes depending on their specific circumstances.

Where an investor holds their Units in the Fund on capital account, a capital gain or loss may arise on disposal and each investor should calculate their capital gain or loss according to their own particular circumstances. As noted

above, proceeds on disposal may include a component of distributable income. In calculating the taxable amount of a capital gain, a discount may be allowed where the disposed Units in the Fund have been held for 12 months or more.

AUSTRALIAN TAXATION OF NON-RESIDENT INVESTORS

TAX ON INCOME

The Fund expects to derive income which may be subject to Australian withholding tax when attributed by the Trustee of the Fund to non-resident investors.

Australian withholding tax may be withheld from certain distributions of Australian source income and gains attributed to a non-resident investor. The various components of the net income of the Fund which may be regarded as having an Australian source include Australian sourced interest, Australian sourced other gains, Australian sourced dividends and capital gains on taxable Australian property, including indirect interests in taxable Australian real property.

We recommend that non-resident investors seek independent tax advice before investing, taking into account their particular circumstances and the provisions of any relevant Double Taxation Agreement/Exchange of Information Agreement ('EOI') between Australia and their country of residence.

DISPOSAL OF UNITS BY NON-RESIDENT INVESTORS

Based on the Fund's investment profile, generally non-resident investors holding their Units on capital account should not be subject to Australian CGT on the disposal of Units in the Fund unless the Units were assets held by the investor in carrying on a business through a permanent establishment in Australia. Australian tax may apply in certain circumstances if the non-resident investor holds their Units on revenue account. CGT may also apply in some cases where the Fund has a direct or indirect interest in Australian real property.

OTHER IMPORTANT INFORMATION

COOLING OFF PERIOD

No cooling off period applies to Units offered under this IM as you must be an Australian Wholesale Client to invest in the Fund.

UNIT HOLDER LIABILITY

In general, the liability of a Unit Holder is limited to the amount (if any) which remains unpaid in relation to their subscription for Units in the Fund and certain amounts in respect of tax. As a result, it is expected that Unit Holders will not be under any obligation if a deficiency in the assets of the Fund was to occur. However, this view has not been fully tested in court and so it is not possible to give an absolute assurance that a Unit Holder's liability will be limited in all circumstances. The Trustee is permitted to deduct certain amounts owed to the Trustee from amounts payable to Unit Holders.

TERMINATION OF THE FUND

The Trustee may resolve at any time to terminate, liquidate and wind up the Fund in accordance with the Fund's Constitution. The Fund may otherwise terminate if required by law. Notice will be provided to Unit Holders advising of the Fund's termination. Upon termination and after conversion of Fund assets into cash and payment of, or provision for, all costs and liabilities (actual and anticipated), the net proceeds will be distributed pro-rata amongst all Unit Holders according to the number of Units they hold in the Fund.

OUR LEGAL RELATIONSHIP WITH YOU

You will receive Units in the Fund when you invest. Subject to the rights, obligations and liabilities of any Unit class, each Unit represents an equal proportionate beneficial interest in the assets of the Fund as a whole subject to liabilities but does not give you an interest in any particular asset or property of the Fund.

The Trustee's responsibilities and obligations, as the Trustee of the Fund, are governed by the Constitution of the Fund as well as indirectly by general trust law. The Constitution contains a number of provisions relating to the rights, terms, conditions and obligations imposed on both the Trustee and Unit Holders.

Some of the provisions of the Constitution are discussed elsewhere in this IM. Other provisions relate to a Unit Holder's rights under the Constitution, and include:

- ▶ a Unit Holder'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;
- ▶ a Unit Holder's right to redeem from the Fund - subject to the times when we can cease processing redemptions - such as if the Fund becomes 'illiquid';
- ▶ the nature of the Units - identical rights attach to all Units within a class; and
- ▶ a Unit holder's rights to attend and vote at meetings.

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 Unit Holders' rights (otherwise the Constitution can only be amended if approved at a meeting of Unit Holders);
- ▶ when we can retire as the Trustee of the Fund;
- ▶ when we can be removed as the Trustee of the Fund; and
- ▶ our broad powers to invest, borrow money and generally manage the Fund - we do not currently intend to borrow funds to acquire assets for the Fund, although this is permitted under the Constitution of 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:

- ▶ we are not liable for acting in reliance and good faith on professional advice;
- ▶ 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.

Our responsibilities and obligations as the Trustee of the Fund are governed by the Constitution as well as under general trust law, which generally require that we:

- ▶ act in the best interests of Unit Holders and, if there is a conflict between Unit Holders' interests and our own, give priority to Unit Holders;
- ▶ ensure the property of the Fund is clearly identified, held separately from other funds and our assets, and is valued regularly; and
- ▶ ensure payments from the Fund's property are made in accordance with the Constitution.

Copies of the Constitution are available, free of charge, on request from the Trustee.

CLASSES OF UNITS

Under the Constitution we may issue additional classes of units.

INDEMNITY

The Trustee of the Fund is indemnified out of the Fund against all liabilities incurred by it in properly performing or exercising any of its powers or duties in relation to the Fund. To the extent permitted by the law, this indemnity includes any liability incurred as a result of any act or omission of a delegate or agent appointed by the Trustee. The Trustee may retain and pay out any monies necessary to affect this indemnity.

RELATED PARTY TRANSACTIONS

The Trustee and its associates are entitled to enter into or be interested on their own account in any transactions entered into on behalf of the Fund or with any company or body in which the Fund is invested or who provides services to the Fund. Any such transactions will be on arms-length commercial terms. The Trustee and its associates are also permitted to hold Units in the Fund in any capacity.

PRIVACY STATEMENT

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. We 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 AML/CTF Act and tax related legislation).

You must ensure that all personal information which you provide to us is true and correct in every detail, and should those personal details change it is your responsibility to ensure that you promptly advise us 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.

We 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:

- ▶ 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 custodian, 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.

Details of the Privacy Policies applying to the collection of data by us is available by emailing us at: compliance@k2am.com.au.

GLOSSARY

Application Date	Any Business Day in which the Fund is open for applications.
Application Form	The application form used by investors who wish to subscribe for Units in the Fund and accompanying this IM.
ASIC	Australian Securities and Investments Commission.
Benchmark	S&P/ASX 200 Franking Credit Adjusted Daily Total Return Index (Superannuation).
Business Day	A day other than a Saturday or Sunday on which the Australian Securities Exchange is open for trading.
Buy/Sell Spread	The buy spread is the difference between NAV price and the Issue Price. The sell spread is the difference between the NAV price and the Redemption Price. Collectively this is known as the Buy/Sell Spread. The Buy Spread for the Fund is 0.20% per application. The Sell Spread for the Fund is 0.20% per redemption.
Constitution	Means the constitution under which was created dated 15 August 2022.
Corporations Act	The Corporations Act 2001 (Cth) and Corporations Regulations 2001 (Cth), as amended from time to time.
Custodian	Apex Fund Services Pty Ltd (ABN 81 118 902 891).
Distribution	The amount that is paid to Unit Holders after the end of a distribution period. This generally includes any income and realised capital gains. The distribution period for the Fund is quarterly.
Fund	The Hamilton12 Australian Shares Income Fund.
GST	Goods and Services Tax.
Investment Manager	Hamilton12 Pty Ltd (ABN 72 626 045 412).
Issue Price	The NAV of the Fund as calculated, and divided by the number of Units on issue, on the Valuation Date plus any Buy Spread.
K2	K2 Asset Management Limited (ABN 95 085 445 094) (AFSL No 244 393).
Net Asset Value or NAV	The value of assets of the Fund less the value of the liabilities of the Fund.
Performance Period	Is each three-month period (or part period where relevant) ending on June, September, December, and March.
Portfolio	All assets held by the Fund, including Securities and cash.
Redemption Form	A form issued by the Trustee to be completed by investors wishing to redeem some or all of their Units.
Redemption Price	The NAV of the Fund as calculated, and divided by the number of Units on issue, on the Valuation Date less the Sell Spread.
Securities	Securities listed or to be listed on a securities exchange.
Unit	A Unit of the Fund.
Unit Holder or investor	A holder of Units in the Fund.
Valuation Date	Each Business Day on which the Trustee calculates the Net Asset Value.
Wholesale Client	Means a wholesale client as defined in section 761G of the Corporations Act.