

ADDITIONAL INFORMATION TO THE PRODUCT DISCLOSURE STATEMENT



Epoch Global Equity Shareholder Yield (Hedged) Fund

Class A Units | ARSN 130 358 440 | ASX mFund Code GSF01

Epoch Global Equity Shareholder Yield (Unhedged) Fund

Class A Units | ARSN 130 358 691 | ASX mFund Code GSF02

Class B Units | ARSN 130 358 691

30 September 2022



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Read this

! The information in this document forms part of the Product Disclosure Statements for the Epoch Global Equity Shareholder Yield (Hedged) Fund (**Hedged Fund**) ARSN 130 358 440; ABN 11 799 759 871; APIR Code GSF0001AU and the Epoch Global Equity Shareholder Yield (Unhedged) Fund (**Unhedged Fund**) ARSN 130 358 691; ABN 68 164 059 884; APIR Codes GSF0002AU and GSF3876AU (collectively, the **Funds**) dated 30 September 2022 (each a **PDS**) offered by GSFM Responsible Entity Services Limited (**GRES**). **You should read this information together with the PDS before making a decision to invest into the Funds.** Terms in this document have the same meaning as in the relevant PDS, except where implied otherwise.

This document is issued by GSFM Responsible Entity Services Limited ABN 48 129 256 104, AFSL 321517, the responsible entity for the Funds.

This additional information is general information only and does not take into account your personal objectives, financial situation or needs. You should obtain a copy of the PDS and consider the appropriateness of the information in this document and the PDS having regard to your personal objectives, financial situation and needs before acting on the information contained in this document and the PDS.

You can obtain a copy of the PDS on our website or request a copy free of charge by calling 1300 133 451.

Contact details

Responsible Entity

GSFM Responsible Entity
Services Limited
Level 19
Governor Macquarie Tower
1 Farrer Place
Sydney NSW 2000
www.gsfm.com.au

Mailing Address

Mainstream Fund Services –
Unit Registry
GPO Box 4968
Sydney NSW 2001

Client Service

registry@mainstreamgroup.com
Phone 1300 133 451

Issuer and Responsible Entity: GSFM Responsible Entity Services Limited ABN 48 129 256 104 AFSL 321517

1. ABOUT GSFM RESPONSIBLE ENTITY SERVICES LIMITED

There is no additional information for this section. Refer to the relevant PDS.

2. HOW THE EPOCH GLOBAL EQUITY SHAREHOLDER YIELD FUNDS WORK

Details of how to make your initial investment are outlined in Section 8 'How to apply' of the PDS. Once you have made your initial investment in a Fund you can make one off additional investments and/or regular monthly investments using the regular monthly investment plan.

Making an additional application

You can add to your investment at any time by mailing, emailing or faxing us an Additional Application Form, which can be downloaded from our website, or by sending us your written instructions with your cheque marked not negotiable and made payable if you are investing in the Hedged Fund to:

Epoch Global Equity Shareholder Yield (Hedged) Fund - Name of Applicant.

Or if you are investing in the Unhedged Fund to:

Epoch Global Equity Shareholder Yield (Unhedged) Fund - Name of Applicant.

Or you may pay by direct debit or electronic funds transfer (EFT).

If you are paying by direct debit, we require you to complete and sign the Direct Debit section of the Additional Application Form. This provides us with the authority to debit your account. Please ensure you have read the terms of the Direct Debit Service Agreement which follows in Section 9 of this booklet. It may take up to three business days for your application monies to clear from the date we issue a direct debit request to your bank. We will not issue units until your application monies have cleared. Direct debit requests can only be made from an Australian bank account.

If paying by EFT please indicate your name (or part of your name) in the EFT description and deposit the application money to

Hedged Fund

Bank: National Australia Bank
BSB: 082-057
Account name: Epoch Global Equity Shareholder Yield (Hedged) Fund Application Account
Account number: 92-937-4247

Unhedged Fund

Bank: National Australia Bank
BSB: 082-057
Account name: Epoch Global Equity Shareholder Yield (Unhedged) Fund Application Account
Account number: 92-938-4170

The minimum additional investment is \$5,000.

Please ensure that applications are sent to:

Mail: Mainstream Fund Services - Unit Registry
GPO Box 4968
Sydney NSW 2001
Fax: (02) 9251 3525
Or email: registry@mainstreamgroup.com.

We accept no responsibility for applications that have been sent to an incorrect address. You are responsible for ensuring that you use the correct contact details.

The cut-off time each business day for receiving an application request is 2pm Sydney time. If we receive your application request by 2pm Sydney time we will process the transaction using that day's unit price. Requests received on or after the cut-off time or on a non-business day will generally be effective the next business day.

If you invest in the Funds through mFund, you can add to your investment by placing an order for additional units through your broker or a financial adviser who uses a stock broking service on your behalf.

Please contact your broker or financial adviser for more information as requests through the mFund settlement service are subject to earlier cut-off times as specified in the ASX Settlement Operating Rules.

About your application money

Application money will be held in a bank account until invested in the Fund or returned to you. Monies will generally be held for a maximum period of one month commencing on the date we receive the monies. Any interest paid on that account will be paid to the Fund and not to you regardless of whether your application is successful. Once we receive your completed application form, the monies held will be divided by the next determined unit price to calculate the number of units allocated to you.

If you invest in the Funds through mFund, application money will be sent to us via the ASX electronic settlement system CHESS.

Incomplete or rejected application forms

We are not bound to accept an application and we accept no responsibility for applications that have been sent to an incorrect address or for funds that are paid to an incorrect account. You are responsible for ensuring that the application form is completed correctly and that you use the correct contact details. Your application may be delayed or not processed if you: do not provide the information requested; or provide us with incomplete or inaccurate information; or send your application to an incorrect address.

We will not be liable to any prospective investor for any losses incurred, including from market movements, if an application is rejected or the processing of an application is delayed.

Regular monthly investment plan

The regular monthly investment plan enables you to open an account to invest in the Fund with a lower initial investment amount and then to invest regular additional investment amounts each month via direct debit from a nominated account. The minimum initial investment if you participate in a regular monthly investment plan is \$5,000 with a minimum ongoing monthly contribution of \$200. To start a regular monthly investment plan, complete the relevant sections of the Application Form which includes an authority to directly debit the contributions from your nominated bank account. Direct debits will be processed on the first business day following the 19th calendar day of each month.

The regular monthly investment plan is not available for investors investing through the mFund Settlement Service.

You can amend, suspend or cancel your regular monthly investment plan at any time. You should ensure that we receive your instructions to amend, suspend or cancel your regular monthly investment plan by the fifth calendar day of the month in which you wish your instructions to take effect.

Amending your investor details

To amend any details in regard to your investment please send us your written instructions (or Change of Details Form) signed by the appropriate authorised signatory(ies). If we cannot satisfactorily identify you as the investor, we may either reject and refuse to process, or delay making the requested change(s) until we can confirm that the amendment instruction we have received is valid. You may either mail, email or fax changes relating to your account with the exception of changes relating to your nominated bank account which we require to be sent by mail. To enable us to verify that the bank account is in the name of the investor please include either a copy of the bank statement or a deposit slip for the new account.

If you invest in the Funds through mFund, you should notify your broker or financial adviser who uses a stock broking service on your behalf of any changes to your personal details.

Privacy and your personal information

GRES, its service providers or the Fund may collect, hold and use your personal information in order to assess your application, service your needs as an investor and provide facilities and services to you, and for other purposes permitted under the Privacy Act 1998 (Cth) and the Australian Privacy Principles (APPs). Other legislation may also require information to be collected in connection with your application.

If you do not provide the information requested or provide us with incomplete or inaccurate information, your application may not be able to be processed efficiently, or at all. Your information may be disclosed to your financial adviser (if any) and to GRES's agents (including the Investment Manager) and service providers on the basis that they deal with such information in accordance with the privacy policy of GRES.

We do not currently directly disclose your personal information overseas, though our service providers may disclose this to their overseas affiliates. For more information, please review our privacy policy, available at www.gsfm.com.au, free of charge. Our privacy policy contains information about how you may complain about a breach of the APPs and how we will deal with this complaint.

A copy of the registry provider Mainstream Fund Services' Privacy Notice can be accessed at <https://www.mainstreamgroup.com/mbpo/Privacy-Notice>.

To access your personal information collected by us or if you have any concerns about the completeness or accuracy of the information we have about you or would like to amend your personal information held by us please contact Mainstream Fund Services (refer to contact details on the front page of this document).

Anti-Money Laundering & Counter Terrorism Financing Act 2006

We are required to comply with the Anti-Money Laundering and Counter Terrorism Financing Act 2006 (Cth) and relevant rules and regulations (AML/CTF Law). This means that we will require you to provide personal information and documentation in relation to your identity when you invest in the relevant Fund. We may need to obtain additional information and documentation from you to process your application or subsequent transactions or at other times during your investment.

We may need to identify:

- an investor (including all investor types noted on the application form) prior to purchasing units in the relevant Fund. We will not issue units until all relevant information has been received and your identity has been satisfactorily verified;
- your estate - if you die while you are the owner of units in the relevant Fund, we may need to identify your legal personal representative prior to redeeming units or transferring ownership; and
- anyone acting on your behalf, including your power of attorney.

In some circumstances, we may need to re-verify this information and may be obliged under AML/CTF Law to disclose such information and documentation to Australian regulatory and/or law enforcement agencies.

By applying to invest in a Fund, you also acknowledge that we may decide to delay or refuse any request or transaction, including by suspending the issue or withdrawal of units in the Fund, if we are concerned that the request or transaction may breach any obligation of, or cause us, the Responsible Entity, to commit or participate in an offence under, any AML/CTF Law, and we will incur no liability to you if it does so.

If you have any questions about our requirements please contact Mainstream Fund Services on 1300 133 451 or by email to registry@mainstreamgroup.com.

If you invest in the Fund through mFund, your broker will conduct the anti-money laundering and counter terrorism financing checks.

Making a withdrawal

You may redeem some or all of your units by either mailing, emailing or faxing a completed and signed Withdrawal Form, which can be downloaded from our website, or by sending us your written instructions. The minimum withdrawal amount is \$5,000 or your investment balance if it is less than \$5,000.

Requests to withdraw must be signed by the appropriate authorised signatory(ies). If we cannot satisfactorily identify you as the redeeming investor, we may either reject and refuse to process, or delay your withdrawal until we can confirm that the withdrawal instruction we have received is valid. Your instruction will be treated as not being received until we have been able to confirm that it is valid.

Please ensure that withdrawal requests are either sent to Mainstream Fund Services - Unit Registry, GPO Box 4968, Sydney NSW 2001 or faxed to (02) 9251 3525 or emailed to registry@mainstreamgroup.com.

We accept no responsibility for withdrawal requests that have been sent to an incorrect address or fax number. You are responsible for ensuring that you use the correct contact details and accept that if you use incorrect address details your withdrawal request may be delayed or not processed.

The cut-off time each business day for receiving a withdrawal request is 2pm Sydney time. If we receive your withdrawal request by 2pm Sydney time we will process the transaction using that day's unit price. Requests received on or after the cut-off time or on a non-business day will generally be effective the next business day.

If you are an indirect investor please follow the instructions of the master trust or wrap account (IDPS) operator on how to make a withdrawal from the Funds.

If you invest in the Funds through mFund, you redeem some or all of your units by placing an order to sell through your broker or a financial adviser who uses a stock broking service on your behalf. Please contact your broker or financial adviser for more information, as requests through the mFund settlement service are subject to earlier cut-off times as specified in the ASX Settlement Operating Rules. Withdrawals will be paid to your relevant broking account.

Instructions received via email and facsimile

By instructing us by email or fax you acknowledge that GRES and Mainstream Fund Services are entitled to rely on, and you will be liable for, any instruction received by email or fax which appears to be duly authorised by you. It is expected that these services will allow you to manage your investment more efficiently, though by transacting in this way you acknowledge that there is an increased risk of fraud and you release us from, and agree to reimburse us for, any losses and liabilities arising from the payment or action taken by GRES or Mainstream Fund Services (acting reasonably) provided that we have acted without fraud or negligence.

If you invest in the Funds through mFund please contact your broker or financial adviser who uses a stock broking service on your behalf for information on how to transact.

Switching between the Funds

You may switch between the Hedged Fund and Unhedged Fund using the Switch Form which is available on our website or by sending us your written instructions. We will accept switch requests via mail, email or fax. Instructions to switch must be signed by the appropriate authorised signatory(ies). We may need to contact you to request further documentation to confirm the validity of your instruction. Your instruction will be treated as not being received until we have been able to confirm that it is valid. We are unable to process switches out of the relevant Fund while restrictions on withdrawals apply.

Switching between the Hedged Fund and Unhedged Fund is not available if you are investing in the Funds through mFund.

Transferring units

You can transfer your units to a third party by completing a Standard Transfer Form which can be obtained from your financial adviser or by calling Mainstream Fund Services on 1300 133 451 and sending it to us together with an Application Form and AML/CTF identification form and documents completed and signed by the party to whom you are transferring units. We require original copies of Standard Transfer Forms to be mailed to us. We reserve the right to refuse a request to transfer units.

As a transfer of units involves a disposal of units it may have tax implications. There may also be stamp duty payable. You should obtain tax and stamp duty advice before requesting a transfer.

If you invest in the Funds through mFund please contact your broker or financial adviser who uses a stock broking service on your behalf for information on how to transfer your units.

Restrictions on withdrawing your investment

There may be circumstances when your ability to withdraw from a Fund is restricted. Please read the following further information on restrictions on withdrawals in conjunction with reading the PDS.

No withdrawals or switches, or payment of withdrawal proceeds shall be permitted where the calculation of the Net Asset Value of a Fund or withdrawals are suspended. Withdrawals may be suspended for up to 120 days including where:

- it is impracticable for us, or we are unable, to calculate the Net Asset Value of that Fund for example, because of financial market disruptions or closures;
- the payment of withdrawal proceeds involves realising a significant portion of that Fund's assets which would, in our opinion, result in remaining unit holders bearing a disproportionate amount of capital gains tax or expenses, or suffering any other disadvantage or decrease in the value of their units;
- we reasonably consider it to be in the interests of unit holders;
- we reasonably estimate that we must sell 5% or more (by value) of all assets of each Fund to meet current unmet withdrawal requests; or
- it is otherwise legally permitted.

If a Fund becomes illiquid

If a Fund becomes illiquid (as defined in the Corporations Act), units may only be withdrawn if we make a withdrawal offer to all unit holders in the Fund in accordance with the Fund's Constitution and the Corporations Act.

Under the Corporations Act, a Fund is regarded as liquid if liquid assets account for at least 80% of the value of the assets of the Fund. Liquid assets typically include money in an account or on deposit with a bank, bank accepted bills, marketable securities and property of the kind prescribed under the Corporations Act. At the date of this PDS, the Responsible Entity expects that each Fund will be liquid under the Corporations Act.

Valuations

Units will typically be priced each business day by the Responsible Entity except where the calculation of the Net Asset Value of the relevant Fund is suspended for reasons such as where the Fund's investments cannot in the opinion of the Responsible Entity be appropriately valued or disposed of including where:

- there have been disruptions, suspensions or closures to financial markets; or
- for any other reason the value of that Fund's assets or liabilities cannot in the opinion of the Responsible Entity reasonably or fairly be ascertained such as when withdrawal requests or other transactions are suspended.

Unit prices will be available daily at www.gsfc.com.au or by telephoning 1300 133 451. If you invest in the Fund through mFund you will also be able to view the unit prices for the Fund at www.mfund.com.au. You can obtain a copy of our Unit Pricing Discretions Policy, free of charge, by calling 1300 133 451.

Indirect investors

If you invest in the Funds through a master trust or wrap account (**Indirect Investor**) you do not become a unit holder in the Funds and do not have the rights of a unit holder or acquire any direct interest in the Funds. The operator or manager of the IDPS becomes a unit holder and acquires these rights and may exercise these rights as they see fit.

Application Form

If you are investing in the Funds through an IDPS do not complete the Application Form accompanying this PDS. Indirect Investors should complete the application form supplied by the operator of the IDPS.

Reporting

You will not receive statements, tax information or other information directly from us. You should receive equivalent information from the operator of the IDPS.

Withdrawals

Provisions which relate to withdrawals from the Funds will apply to the operator of the IDPS and not to you, the Indirect Investor.

Fees and costs

Fees and costs applicable to the IDPS (and set out in the IDPS offer document or client agreement) are payable in addition to the fees and costs stated in this PDS.

Tax

The description of taxation consequences of investing in the Funds, in Section 7, 'How managed investment schemes are taxed', of the relevant PDS and Section 7 'How managed investment schemes are taxed' of this Additional Information to the Product Disclosure Statement', does not consider the treatment of Indirect Investors. You should consult your tax adviser in relation to investing through an IDPS.

Cooling off

Indirect Investors should consult their IDPS operator about what cooling off rights (if any) may apply.

Complaints handling

As an Indirect Investor, your first point of contact for any complaints in relation to an investment in the Funds will be your IDPS operator. You may also access the procedures we have in place to handle any enquiries or complaints. Please refer to 'Complaints resolution' in Section 8 of the PDS.

mFund investors

If you invest in the Fund through mFund, the processes of the ASX and the broker you use may impact the time your application and withdrawal requests are received by us. Please contact your broker or financial adviser for their cut off times as they may be different from those outlined in this PDS.

Applications

You may apply for Units in the Fund through mFund by placing an order to buy units through your broker or a financial adviser who uses a stock broking service on your behalf. Please contact your broker or financial adviser for more information.

Reporting

You will receive statements, tax information or other information directly from us. GRES provides investors in the Fund with regular reporting on key Fund Information which can be accessed at www.gsfc.com.au.

In addition, periodically you will receive a CHESS holding statement from the ASX summarising any transactions you have made in units of the Fund through mFund.

Withdrawals

If you invest in the Fund through mFund, you can redeem some or all of your units by placing an order to sell through your broker or a financial adviser who uses a stock broking service on your behalf. Please contact your broker or financial adviser for more information.

Withdrawals will be paid, generally within 5 business days, to your relevant broking account.

Fees and expenses

If you are investing through mFund, you may incur additional costs, such as brokerage costs, for using mFund to acquire and/or dispose of an interest in the Fund. You should consider the Financial Services Guide provided by your broker or financial adviser.

Cooling off

If you invest in the Fund through mFund, you should notify your broker or financial adviser who uses a stock broking service on your behalf if you wish to exercise the cooling off rights.

Complaints handling

You may access the procedures we have in place to handle any enquiries or complaints. Please refer to 'Complaints resolution' in Section 8 of the PDS.

3. BENEFITS OF INVESTING IN THE FUNDS

Constitution

The operation of each of the Funds is governed under the law and its Constitution which addresses matters such as: unit pricing and withdrawals and applications; the issue and transfer of units or classes of units; unit holder meetings; unit holders' rights including unit holders' rights to income of the Fund; the Responsible Entity's powers to invest, borrow and generally manage the Fund and fee entitlement and right to be indemnified from the Fund's assets. The Constitution states that your liability is limited to the amount you paid for your units, but the courts are yet to determine the effectiveness of provisions of this kind.

We may alter the Constitution if we, as the Responsible Entity, reasonably consider the amendments will not adversely affect investors' rights. Otherwise we must obtain investors' approval at a meeting of investors. We may retire or (if investors vote for our removal) be required to retire as Responsible Entity. No units may be issued after the 80th anniversary of the date of the Constitution. We may exercise our right to terminate the Fund earlier by written notice to unit holders. Your rights to requisition, attend and vote at meetings are mainly contained in the Corporations Act.

The Constitution may be viewed between 9am and 5pm, Sydney time, on business days by calling 1300 133 451. We will provide you with a copy free of charge.

The Constitution gives us a number of rights, including a number of discretions relating to unit pricing. You can obtain a copy of our Unit Pricing Discretions Policy, free of charge, by calling 1300 133 451.

Compliance Plan

In accordance with the requirements of the Corporations Act and Australian Securities and Investments Commission (ASIC) policy the Funds have a compliance plan which sets out the measures we will take to ensure we comply with the Corporations Act and the Constitution of the Funds. To oversee compliance with the Compliance Plan we have appointed a Compliance Committee with a majority being external members. A copy of the Funds' Compliance Plan is available free of charge by contacting us.

Investment management agreement

GSFM Responsible Entity Services Limited has entered into an Investment Management Agreement with Epoch Investment Partners, Inc. (**Epoch**). Under the Investment Management Agreement, Epoch agrees to provide investment management services with respect to the Funds. The Investment Management Agreement may be terminated by either party in certain circumstances such as if the other party is insolvent, materially breaches the agreement, ceases to hold or be exempt from holding an Australian Financial Services Licence, ceases to hold all other licences necessary to conduct its business, ceases to carry on its business or engages in fraudulent, dishonest, misleading or deceptive conduct in connection with the services provided pursuant to the agreement. Each party agrees to indemnify the other party from any losses and expenses arising from the first party's fraud, negligence or wilful default.

Custodian, administrator and registrar

We have appointed JP Morgan Chase Bank, N.A (Sydney Branch) (ABN 43 074 112 011) to provide custody and fund administration services for the Epoch Global Equity Shareholder Yield Funds. JP Morgan has provided its consent to be named and has not withdrawn its consent before the issue date of the PDS.

JP Morgan has not been involved in the preparation of this PDS or caused or otherwise authorised the issue of the PDS. JP Morgan has not independently verified the information contained in this PDS and accordingly accepts no liability for the accuracy or completeness of the information. JP Morgan does not guarantee the success or the performance of the Fund nor the repayment of capital or any particular rate of capital or income return.

Mainstream Fund Services Pty Ltd (**Mainstream Fund Services**) provides unit registry services for the Funds.

There are Service Level Agreements (**SLA**) in place with JP Morgan and Mainstream Fund Services which clearly delineate the responsibilities of all parties.

GSFM Responsible Entity Services Limited can terminate JP Morgan's appointment as Custodian and/or Administrator in the circumstances specified under the respective agreements governing these relationships. GSFM Responsible Entity Services Limited can terminate Mainstream Fund Services's appointment as Unit Registry in the circumstances specified under the agreement governing this relationship.

GRES remains liable to unit holders for acts and omissions of the custodian and administrator and unit registry. In addition, neither the custodian and administrator nor the unit registry have any supervisory obligation to ensure that GRES complies with its obligations as responsible entity of the Funds and are not responsible for protecting the rights of unit holders.

4. RISKS OF MANAGED INVESTMENT SCHEMES

There is no additional information in this section. Refer to the relevant PDS.

5. HOW WE INVEST YOUR MONEY

This should be read in conjunction with Section 5 'How we invest your money' of the PDS.

Permitted investments

The investments of the Funds will generally be in companies with a market capitalisation of US\$500 million or greater at the time of purchase. Market capitalisation is the total market value of a company's ordinary or common shares.

Generally, at least 80% of the equity securities in the portfolio are companies located throughout the developed world, including Australia. The Funds may also hold up to 20% of their assets in securities issued by companies located in the emerging markets when the Investment Manager believes they represent attractive investment opportunities, and meet the Investment Manager's shareholder yield requirements.

The foreign securities the Funds purchase may not always be purchased on the principal market. For example, the Investment Manager may purchase depositary receipts. Depositary receipts include securities such as American Depositary Receipts (**ADRs**), European Depositary Receipts (**EDRs**), Global Depositary Receipts (**GDRs**) and Registered Depositary Certificates (**RDCs**). ADRs are securities, typically issued by a U.S. financial institution (a **depository**), that evidence ownership interests in a security or a pool of securities issued by a foreign issuer and deposited with the depository. GDRs and EDRs are securities that represent ownership interests in a security or pool of securities issued by a foreign or U.S. corporation.

Borrowings

The Investment Manager may borrow against all or any part of the investment portfolios, and pledge securities in the investment portfolios, provided that at the time any new borrowing is entered into, the aggregate of those new borrowings and any pre-existing borrowings must not exceed 20% of each investment portfolio's value. The Investment Manager does not intend to borrow for speculative purposes.

Currency management

The investment objectives, portfolio construction and investment mandates of the Hedged Fund and the Unhedged Fund are the same except that in the Hedged Fund the foreign currency exposure is substantially hedged back into Australian dollars using foreign exchange contracts.

Derivatives

The foreign currency exposure of the Hedged Fund is substantially hedged back into Australian dollars using foreign exchange contracts.

Underlying Fund

The Hedged Fund will gain exposure to global equity markets by investing its assets in the Unhedged Fund. It will also invest in foreign exchange contracts, to the extent necessary to substantially hedge the Hedged Fund's foreign currency exposure.

Labour, environmental, social and ethical considerations

The Responsible Entity does not itself take into account labour standards and environmental, social and ethical considerations for the purposes of selecting, retaining or realising investments.

The Responsible Entity has delegated investment decisions for the Funds to the Investment Manager.

The Investment Manager has a formal Environmental, Social and Governance (**ESG**) Policy in place. The Investment Manager's investment process may take ESG issues into account for the purpose of selecting, retaining or realising an investment when, in its view, these issues could have a material impact on either investment risk or return. The investment process does not take into account labour standards nor ethical considerations except to the extent that such issues might adversely impact the investment fundamentals of a security under consideration.

The Fund has no exposure to 'tobacco' securities.

6. FEES AND COSTS

This should be read in conjunction with Section 6 'Fees and costs' in the relevant PDS.

ADDITIONAL EXPLANATION OF FEES AND COSTS

Management fees and costs

The management fees and costs for the Fund comprise of the Management Fee, indirect costs, and abnormal costs (if payable) as set out in the fees and costs summary table in section 6 'Fees and costs' of the PDS. The management fees and costs do not include transaction costs. Management fees and costs are payable from the Fund's assets and are not paid directly from your account.

Management Fee

The Management Fee for the Unhedged Fund is 1.25% per annum of the Net Asset Value of Class A units of the Fund and 0.95% per annum of the Net Asset Value of Class B units of the Fund. The Management Fee for the Hedged Fund is 1.30% per annum of the Net Asset Value of Class A units of the Fund. As the Hedged Fund invests its assets in the Unhedged Fund, GRES has agreed to rebate to the Hedged Fund the Management Fee for the Unhedged Fund so that investors in the Hedged Fund will only incur the Management Fee at the level of the Hedged Fund. The Management Fee is calculated and accrued daily in the unit price of each class of units in the relevant Fund and is paid monthly in arrears.

From the Management Fee we pay all investment management fees (including the fees of the Investment Manager), all normal operating expenses of the Fund including custody fees, audit fees, accounting fees, legal and regulatory fees and all other normal costs except abnormal costs as described later in this section and transactional and operational costs. We will provide prior notice to investors if we seek to recover normal operating expenses from the Funds in the future. The management fee includes Goods and Services Tax (GST) after taking into account any expected input tax credits and reduced input tax credits. The amount of this fee can be negotiated.

Indirect costs

Indirect costs are any amounts paid from the relevant Fund's assets that we know or where required, reasonably estimate will reduce the return of the Fund or the amount or value of the income of, or assets attributable to the Fund other than the Management Fee and abnormal costs. The indirect costs include (a) the indirect costs that we know or ought to know for the previous financial year and (b) where we do not know or ought to know the indirect costs, a reasonable estimate of those indirect costs based on the information available to us as at the date of this PDS. As such, the actual indirect costs may differ from year to year.

As at the date of this PDS, the Funds have not incurred indirect costs.

Abnormal costs

We may recover other costs or expenses incurred (or that will be incurred) in connection with management of the Funds including but not limited to those resulting from abnormal circumstances (such as a change of the responsible entity or investment manager, termination of the Fund or unit holder meetings) out of the assets of the units of the relevant Fund for which such a cost or expense is incurred. In the previous financial year these costs for both the Hedged Fund and Unhedged Fund were zero. We do not believe we can reliably estimate abnormal costs or expenses but expect that the circumstances which cause such costs to be incurred will not occur regularly. However, if any abnormal costs or expenses are to be deducted we will give you 30 days written notice.

Performance fees

The Responsible Entity does not currently charge a performance fee for the Fund and has no ability to charge a performance fee for the Fund.

Transaction costs

Transaction costs are costs associated with the buying and selling of the Funds' assets and are charged directly to the relevant Fund. These costs include brokerage, settlement costs, clearing costs, stamp duty, GST and other taxes.

Transaction costs are an additional cost to investors, where it has not already been recovered by the buy/sell spread and are not included in the 'management fees and costs'. Instead, they are recovered as incurred and reflected in the unit price of the Funds and are borne indirectly by investors as they reduce the returns generated by the Funds, and consequently, your investment.

The estimated transaction costs disclosed in the fees and costs summary in this PDS are shown net of any amount recovered by the buy/sell spread charged by the Responsible Entity.

The net transaction costs for the Hedged Fund (representing the total gross transaction costs minus the total amount recovered through the buy/sell spread of +0.20%/-0.20%), set out in the fees and cost summary in the PDS is 0.01% of the Net Asset Value of the Hedged Fund which reflects the Responsible Entity's reasonable estimate at the date of the PDS and this document of those transaction costs that will apply for the current financial year.

At the date of the PDS and this document, the Responsible Entity's reasonable estimate of the total gross estimated transaction costs that will apply for the Hedged Fund for the current financial year will be 0.11% p.a. of the Net Asset Value of the Hedged Fund. The transaction costs will be borne by the Hedged Fund as and when incurred.

The net transaction costs for the Unhedged Fund (representing the total gross transaction costs minus the total amount recovered through the buy/sell spread of +0.20%/-0.20%), set out in the fees and cost summary in the PDS is 0.00% of the Net Asset Value of the Unhedged Fund which reflects the Responsible Entity's reasonable estimate at the date of the PDS and this document of those transaction costs that will apply for the current financial year.

At the date of the PDS and this document, the Responsible Entity's reasonable estimate of the total gross estimated transaction costs that will apply for the Unhedged Fund for the current financial year will be 0.04% p.a. of the Net Asset Value of the Unhedged Fund. The transaction costs will be borne by the Unhedged Fund as and when incurred.

All estimates of fees and costs in this section are based on information available as at the date of this PDS. These figures reflect the Responsible Entity's reasonable estimate at the date of this PDS of those fees and costs that will apply for the current financial year and will vary from year to year to reflect the actual expenses incurred by the Funds. This means that estimated and/or historical costs may not be an accurate indicator of the fees and costs an investor may pay in the future. This is because the turnover in the underlying assets may change substantially as investment and markets conditions change, which may affect the level of transaction costs incurred.

As the Hedged Fund gains exposure to global equity markets by investing its assets in the Class A Units in the Fund it incurs the buy/sell spread when it invests or withdraws from the Class A Units in the Fund.

Around the end of each financial year, where new transaction costs information is not materially adverse, the updated information will be posted on our website at www.gsfc.com.au and we will advise you in the next regular communication after the change. If there is a material change to these costs we will issue a replacement PDS.

Buy/sell spread

The buy/sell spread is an additional cost incurred by you when you invest in or withdraw from a Fund. The buy/sell spread is an adjustment to the unit price to cover those transactional and operational costs associated with buying and selling the Funds' assets. The buy/sell spread is not a fee paid to us but is paid to the relevant Fund to offset the transactional and operational costs incurred.

The buy/sell spread may vary from time to time to reflect changes in the transactional and operational costs incurred, or likely to be incurred. The buy/sell spread for each Fund is currently 0.20% of the Net Asset Value per Class A Unit or Class B Unit when you make an application for, or a withdrawal of units in the Funds. If we do vary the buy/sell spread, we will not provide prior notice unless the change is material. The updated information will be posted on our website www.gsfm.com.au and we will advise you in the next regular communication after the change.

The buy/sell spread will not apply to units you receive from distributions that are reinvested or to certain other transactions (including transfers).

Worked dollar example

The current buy spread on an investment in a Fund is 0.20%. Therefore, the cost of an investment of \$50,000 into the Fund would be \$100.

The current sell spread on a withdrawal from a Fund is 0.20%. Therefore, the cost of a withdrawal of \$50,000 from the Fund would be \$100.

Please note that this is just an example. In practice, actual transactional and operational costs will depend on the amount you invest or withdraw.

Fee maximum and changes to fees

We are entitled under the Constitution of each Fund to charge a Contribution Fee and Withdrawal Fee each of 5% (inclusive of GST and any applicable stamp duty, less any applicable input tax credits and reduced input tax credits), a Management Fee of 3% per annum (inclusive of GST and any applicable stamp duty, less any applicable input tax credits and reduced input tax credits) of the assets of the Class A units or Class B units of the Fund (determined on the basis of the 'last sale' price, net of estimated disposal costs) and a Performance Fee of 20% (inclusive of GST and any applicable stamp duty, less any applicable input tax credits and reduced input tax credits) of the performance of that Fund. We have elected to limit our management fee to the levels shown in the PDS and in the case of the Contribution Fee, Withdrawal Fee and Performance Fees, waive these fees altogether.

We may elect to change the fees and costs outlined in this section (e.g. due to changes in economic conditions and size of the Fund) without investor consent. We will provide you at least 30 days written notice of any changes; except for changes to the buy/sell spread (refer to the buy/sell spread section above).

Indirect investors

If you invest in the Funds through a master trust or wrap account (IDPS), the fees and expenses applicable to the IDPS (and set out in the IDPS offer document or client agreement) are payable in addition to the fees and expenses stated in the PDS.

mFund investors

If you are investing through mFund, additional fees may also be payable directly to your broker, or your financial adviser who uses a stockbroking service on your behalf. You should consider the Financial Services Guide provided by your broker or financial adviser.

Fund manager and platform access payments

There are circumstances when we may, subject to the law, pay a platform to make the Funds available on their investment menu.

We may make product access payments where a flat dollar amount per annum is paid to the platform provider for administrative and investment related services.

If you invest in the Funds via a platform these payments may be rebated to you or may be retained (in full or in part) by the platform operator.

If we do pay fees, we will pay them from our own resources so that they are not an additional cost to the Funds or to you.

Adviser remuneration

We may, subject to the law, pay commissions and indirect remuneration to licensed financial advisers and other financial service providers. These amounts are paid from our own resources so that they are not an additional cost to the Funds or to you. We will only make these payments to the extent they are permitted by law.

We keep a register of indirect remuneration (e.g. non-monetary benefits valued between \$100 and \$300) paid to other financial services licensees. The register is publicly available and you may inspect this register by calling 1300 133 451.

Differential fees

We may charge fees on a different basis to a wholesale client (as defined under the Corporations Act) based on individual negotiation between us and that wholesale client.

We may, in certain circumstances determined by us, as permitted under law, negotiate special arrangements concerning fees (including fee reductions and rebates) with other investors.

We may, where permitted under the law, charge fees on a different basis to certain employees of GRES and employees of its associated entities.

Through the operation of rebates which are paid from the fees that we receive, we may effectively charge net fees on a different basis to:

- a) a wholesale client (as defined under the Corporations Act) based on individual negotiation between us and that wholesale client and/or
- b) where permitted under the law, charge net fees on a different basis to certain employees of GRES and employees of its associated entities. These employees may be entitled to a rebate of up to 0.35% to be reinvested in the Funds and/or
- c) where in special circumstances determined by us and permitted under the law charge net fees on a different basis to other investors. These investors may be entitled to a rebate of up to 0.35% to be reinvested in the Fund.

All of the above arrangements will involve a rebate of the fees that we earn and hence:

- the fees that are charged to all Class A investors in the relevant Fund are identical;
- the fees that are charged to all Class B investors in the Unhedged Fund are identical; and
- any rebates that we pay to wholesale investors, other investors or to staff are not an additional cost to the Funds or to you.

Relevant investors should contact the Responsible Entity in relation to negotiating fees. See the cover of the PDS for our contact details.

Related party payments

GSFM Pty Limited (**GSFM**) is a related party of GRES. GSFM provides distribution, administrative and support services to GRES. GRES pays fees to GSFM in this regard on arms-length commercial terms.

7. HOW MANAGED INVESTMENT SCHEMES ARE TAXED

This should be read in conjunction with Section 7 of the PDS 'How managed investment schemes are taxed'.

The information contained in the following summary is intended to be of a general nature only and should serve only as a guide to the tax considerations that may arise. The summary applies only to Australian resident investors. Different tax considerations arise for non-resident investors.

You should seek independent professional tax advice that takes account of your particular circumstances before investing in the Funds.

Attribution Managed Investment Trust (AMIT) Regime

The Responsible Entity made an election for the Funds to opt into the Attribution Managed Investment Trust (**AMIT**) regime commencing from 1 July 2017. Some of the key features of the AMIT regime include:

- allocation of taxable income to unitholders based on 'attribution' rather than present entitlement to the 'income' of the trust;
- clarification of the treatment of under and over distributions; and
- CGT cost base reductions and uplifts in unitholdings where taxable income attributed is either less than or greater than the cash distribution for an income year (respectively).

The Funds have also made the MIT capital account election and therefore, all gains and losses of the Fund from 'eligible assets' (primarily shares, units and options over those assets) are assessed under the CGT provisions.

Taxation of the Funds

The Funds should not be subject to Australian income tax, with tax instead being borne by the investors. That is, from a tax perspective, the Fund should be treated as a 'flow-through' entity.

However, where a Fund is in a tax loss position in a particular year, the loss is retained in that Fund and is not distributable to the unitholders. The loss can be carried forward by the Fund and used to offset taxable income in a future year (subject to satisfaction of certain loss integrity tests).

Distributions

Australian resident investors are generally subject to tax on the taxable income from the Fund that is attributed to them by the Responsible Entity. Such attribution must be worked out by the Responsible Entity on a fair and reasonable basis in accordance with the Constitution of the Fund. Taxable income of the fund may include franked dividends, franking credits, foreign income and foreign income tax offsets in respect of foreign taxes paid (**FITOs**) and capital gains. Generally a tax offset should be available to investors for the associated franking credits and FITOs.

The taxable income attributed to an investor will also include amounts of trust income that are reinvested in the relevant Fund. The distributions received may be more or less than the amount of income that is subject to tax. Any reinvested distributions will be received as further units in the Fund.

The way in which investors are taxed will depend on the components of income attributed*. The amounts attributed to an investor could include non-cash items such as tax credits.

* We will send you an annual tax statement indicating the components of your distributions (and the amounts to which you are attributed for tax purposes) after the end of each Financial Year which may assist you in completing your tax return and/or updating the cost base of your investment for capital gains tax purpose.

Under the AMIT regime, distributions can result in either a reduction or increase in the CGT cost base of an investor's units. Broadly, where the taxable income attributed to an investor is less than the cash distribution, this should result in a reduction to the cost base of the investor's units. Conversely, where the taxable income attributed to an investor is greater than the cash distribution, this should result in an increase to the cost base of the investor's units.

Foreign income

Distributions may include foreign income. If foreign tax is paid on the foreign income derived by the relevant Fund, then you will need to include in your assessable income your share of any foreign income and any related foreign taxes withheld from such income. You may be entitled to claim an offset (**FITO**) against your Australian income tax liability in respect of foreign tax paid (up to the amount of Australian tax otherwise payable by you on the net foreign source income included in your taxable income).

Franked dividends

The Fund may invest in Australian securities. Where these securities pay franked dividends, the franked dividends together with the franking credits may be attributed to you (subject to the Fund meeting the requisite 'holding period' rule in respect of the securities).

You will be required to include the franked dividend and any franking credits attributed to you in your assessable income. Generally, a tax offset should be available to you for the franking credits attributed. This will be reflected in your annual tax statement.

Gains on transfer and redemption of units

It should be noted that, when you calculate the net taxable capital gains in any income year that you must take into account the capital gains and losses from all sources, including those arising on transfer or redemption of units. Individuals and complying superannuation funds may be entitled to the CGT discount concession (50% and 33.33% respectively) where the investment in units is held on capital account and for more than 12 months. You should discuss this calculation with your taxation adviser.

Tax File Number (TFN) or Australian Business Number (ABN)

We recommend you provide your TFN/ABN on the Application Form. It is not compulsory for an Australian unitholder to quote their TFN or ABN. However, if a TFN/ABN is not quoted, or an appropriate exemption is not claimed, the Responsible Entity will be required to deduct tax at the highest marginal tax rate (currently 45%) plus the Medicare Levy (currently 2%) totaling 47% from distributions.

By quoting your TFN or ABN you authorise us to apply it to your investment and disclose it to the Australian Tax Office. Collection of TFN or ABN information is authorised, and its use and disclosure is strictly regulated, by the tax laws and under privacy legislation.

Goods and Services Tax (GST)

The issue and redemption of units in the Funds is not subject to GST, however, the Funds may pay GST on the services they acquire. In most circumstances our fees and other services, together with the reimbursement of expenses are subject to GST. Generally, a Fund cannot claim full input tax credits for GST incurred on these services to the extent that the services relate to input taxed supplies but, in certain circumstances a Fund may be entitled to a reduced input tax credit (**RITC**) of the GST payable on these services. If the GST rate increases, the RITC rate decreases, or RITCs are not available, the Constitution for a Fund allows us to amend the amount recouped out of that Fund accordingly.

Foreign Account Tax Compliance Act (FATCA) and Common Reporting Standard (CRS)

FATCA was enacted in 2010 by the United States Congress to target non-compliance by US taxpayers using foreign accounts. CRS is a broader OECD led framework for the collection, reporting and exchange of financial account information between revenue authorities across jurisdictions. FATCA and CRS have important implications for financial institutions globally, including an obligation to identify foreign accounts and report information relating to foreign accounts to the foreign tax authorities or, under FATCA, to withhold 30% tax on US connected payments to non-participating foreign financial institutions.

To comply with the FATCA and CRS requirements, the Fund will collect additional information from you and will disclose such information to the Australian Taxation Office. This information may ultimately be shared with revenue authorities in other jurisdictions under the various exchange of information agreements that Australia has entered into with other jurisdictions.

Provided all necessary registrations and information to comply with FATCA is obtained, US withholding tax on US connected payments should not apply to the Fund.

Tax Reform

The comments above are based on the Australian taxation law as at the issue date of the PDS.

It is recommended that unitholders seek their own professional advice, specific to their own circumstances, of the taxation implications of investing in the Fund.

8. HOW TO APPLY

There is no additional information in this section. Refer to Section 8 'How to apply' of the relevant PDS.

9. OTHER INFORMATION

Consents

The following parties have given written consent (which has not been withdrawn at the date of this PDS) to being named, in the form and context in which they are named, in this PDS:

- Epoch Investment Partners, Inc. as investment manager of the Fund;
- J.P. Morgan Chase Bank as custodian and administrator to the Fund; and
- Mainstream Fund Services Pty Ltd as unit registry for the Fund.

Each of these persons named above:

- has not authorised or caused the issue of this PDS; and
- does not make or purport to make any statement in this PDS (or any statement on which a statement in this PDS is based) other than as specified; and
- to the maximum extent permitted by law, expressly disclaims and takes no responsibility for any part of this PDS other than the reference to their name in a statement or report included in this PDS with their consent as specified.

Direct Debit Request Service Agreement

This information applies if you intend that your initial or additional investments into the Funds are to be paid by direct debit. Please make sure that you provide your bank account details and complete the direct debit request in the relevant sections of the Application Form.

The following is your Direct Debit Service Agreement with **Mainstream Fund Services Pty Ltd ABN 81 118 902 891**. The agreement is designed to explain what your obligations are when undertaking a Direct Debit arrangement with Mainstream Fund Services. It also details what Mainstream Fund Services's 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 DDR form.

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 between *us* and *you*.

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

- 1.1 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.
- 1.2 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.
- 1.3 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*.
- 1.4 The Direct Debit will be made on receipt of your application. It takes three days for the request to be cleared. Upon confirmation that the funds are cleared we will apply for units in the relevant Fund on your behalf.

We will only arrange for funds to be debited from your account as authorised in the *Direct Debit Request*.

2. Amendments by us

- 2.1 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

- 3.1 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:

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

or

by telephoning us on **1300 133 451** during business hours;

or

arranging it through your own financial institution.

4. Your obligations

- 4.1 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*.
- 4.2 If there are insufficient clear funds in your account to meet a *debit payment*:
 - a) you may be charged a fee and/or interest by your *financial institution*;
 - b) you may also incur fees or charges imposed or incurred by us; and
 - c) 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*.
- 4.3 You should check your account statement to verify that the amounts debited from your account are correct.
- 4.4 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

- 5.1 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.
- 5.2 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.
- 5.3 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:

- a) 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.
- b) your account details which you have provided to us are correct by checking them against a recent *account statement*; and
- c) 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

- 7.1 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.
- 7.2 We will only disclose information that we have about you:
 - a) to the extent specifically required by law; or
 - b) for the purposes of this *agreement* (including disclosing information in connection with any query or claim).

8. Notice

- 8.1 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

- 8.2 We will notify you by sending a notice in the ordinary post to the address you have given us in the *Direct Debit Request*.
- 8.3 Any notice will be deemed to have been received on the third *banking day* after posting.



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