Privity Diversified Credit Fund

Class A

Product Disclosure Statement

ARSN 690 770 631
APIR ETL2638AU
Issue Date 29 October 2025

Contents

1. Fund at a glance 3
2. ASIC Benchmarks 5
3. ASIC disclosure principles 6
4. Who is Managing the Fund? 8
5. How the Fund invests 10
6. Managing risk 15
7. Investing and withdrawing 22
8. Keeping track of your investment 25
9. Fees and other costs 26
10. Taxation 30
11. Other important information 33
12. Glossary of important terms 36

Investment Manager
Privity Credit Pty Limited
ACN 622 234 315 CAR No 1269259
authorised representative of
Sandford Capital Pty Limited
ABN 82 600 590 887 AFSL 461981
119 Ferrars St, Southbank VIC 3006
enquiries@privitycredit.com
Web: www.privitycredit.com.au

Administrator
Apex Fund Services Pty Ltd
ABN 81 118 902 891, AFSL 303253
Level 10, 12 Shelley St
Sydney NSW 2000
Phone: 1300 133 451
Web: www.apexgroup.com

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

This Product Disclosure Statement ("PDS") was issued on 29 October 2025. This PDS is for the offer of Class A units in the Privity Diversified Credit Fund ARSN 690 770 631, APIR ETL2638AU (referred throughout this PDS as the "Fund").

The PDS has been prepared and issued by Equity Trustees Limited (ABN 46 004 031 298, Australian Financial Services Licence ("AFSL") No. 240975) in its capacity as the responsible entity of the Fund (referred throughout this PDS as the "Responsible Entity", "Equity Trustees", "us" or "we"). The investment manager is Privity Credit Pty Limited (ACN 622 234 315 CAR No 1269259 as
authorised representative of Sandford Capital Pty Limited ABN 82 600 590 887 AFSL 461981) (referred to throughout this PDS as the "Investment Manager" or "Privity Credit").

About this PDS

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

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

Investor responsibility

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

The offer to which this PDS relates is only available to wholesale clients (as defined in sections 761G of the Corporations Act 2001 (Cth)).

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

If you received this PDS electronically, you will need to print and read this document in its entirety. We will provide a paper copy free upon request during the life of this PDS. Please request this from enquiries@privitycredit.com.

Certain information in this PDS is subject to change. We may update this information. You can obtain any updated information:

- by contacting Responsible Entity on +613 8623 5000 ; or
- by visiting the Privity Credit website at www.privitycredit.com/funds/privity-diversified-credit-fund

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

You may also contact Equity Trustees:

- by writing to GPO Box 2307 Melbourne VIC 3001; or
- by calling +613 8623 5000

Unless otherwise stated, all fees quoted in the PDS are inclusive of GST, net of any Reduced Input Tax Credits ("RITC") that may be available to the Fund. All amounts are in Australian dollars unless otherwise specified. All references to legislation are to Australian law unless otherwise specified.

1. Fund at a glance

Feature	**Summary**	**For further information**
Name of the Fund	Privity Diversified Credit Fund	Section 5
Class	Class A	Section 5
APIR Code	ETL2638AU	Section 5
ARSN	690 770 631	Section 5
Investment objective	Regardless of the economic cycle, the Fund aims to provide regular monthly income returns, via investment in a diversified portfolio of credit investments in the Australian and New Zealand market. The Investment Manager will strive to implement strategies to balance the delivery of targeted returns of RBA Cash Rate +4% p.a. (net of management fees and costs, performance fees and before taxes).[1]	Section 5
Fund Benchmark	RBA Cash Rate +3%	Section 5
Investment strategy	The Fund will invest in the Privity Private Credit Fund ("Sub-Trust") and in Liquid Credit (directly or through a fund). The Sub-Trust invests into various funds that will hold Asset Backed Loans and Direct Corporate Loans ("Wholesale Funds") but may invest directly in investment assets to best achieve the Fund's investment objective. Privity Credit is also the investment manager of the Sub-Trust and Wholesale Funds. The Fund aims to achieve its investment objective through investing (directly or indirectly) in private credit strategies, including: • Direct Corporate Loans; • Asset-Backed Loans; and • Liquid Credit.	Section 5
The type(s) of investor(s) for whom the Fund would be suitable	The Fund is intended to be suitable for an investor who is seeking income and has a high risk and return profile. It is likely to be consistent with the financial situation and needs of an investor with at least a 2-3 year investment timeframe and who has a limited need for short term liquidity.	Section 5
Recommended investment timeframe	2-3+ years	Section 5
Minimum initial investment	AUD $50,000 (a different amount may be agreed with the Responsible Entity)	Section 7
Minimum additional investment	Not applicable.	Section 7
Minimum withdrawal amount	AUD $50,000 (subject to change at the discretion of the Responsible Entity)	Section 7
Minimum balance	AUD $50,000 (subject to change at the discretion of the Responsible Entity)	Section 7
Cut off time for applications and withdrawals	2:00pm AET on a Business Day.	Section 7
Valuation frequency	Monthly	Section 7
Applications	Monthly	Section 7
Withdrawals	Monthly, capped at 5% of NAV of the Fund per month. If withdrawal requests in a given month exceed this limit, withdrawal requests will be paid in part and pro-rata across all withdrawing investors up to the value of the relevant cap. Any part of the withdrawal request that is unpaid will be cancelled and investors will need to submit a new withdrawal request for the following month.	Section 7
Income distribution	Monthly	Section 7
Management fees and costs	1.64% p.a. of the Net Asset Value ("NAV") (including GST less RITCs) of Class A.	Section 9
Entry fee/exit fee	Nil	Section 9
Buy/Sell spread	+/- 0.10% on applications into the Fund, and withdrawals out of the Fund.	Section 9

Feature	**Summary**	**For further information**
Performance fee	The Investment Manager is entitled to a performance fee of 15% of the amount that Class A performs over the hurdle rate of RBA Cash Rate +3.00%. The performance fee is calculated and accrued monthly and payable at the end of each month.	Section 9

1 The investment objective is not intended to be a forecast; it is only an indication of what the investment strategy aims to achieve over the medium to long term, assuming financial markets remain relatively stable during that time. The Fund may not achieve its investment objective and returns, capital and income are not guaranteed

2. ASIC Benchmarks

The Fund is a 'hedge fund' for the purposes of Australian Securities and Investments Commission ("ASIC") Regulatory Guide 240 ("RG 240"). The following table and the tables in Sections 1 and 3 set out a summary of the disclosure ASIC requires for hedge funds, the key features of the Fund and a guide to where more detailed information can be found in this PDS. A copy of RG 240 dated October 2022 (as may be amended, supplemented or replaced from time to time) is available from www.asic.gov.au.

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

ASIC Benchmark	Is the benchmark satisfied?	Summary	For further information
Benchmark 1: Valuation of assets			
This benchmark addresses whether valuations of the Fund's non-exchange traded assets are provided by an independent administrator or an independent valuation service provider.	Yes	Equity Trustees has appointed an independent administrator, Apex Fund Services Pty Ltd ("Apex"), to provide administration services for the Fund and Sub-Trust, including valuation services. The Fund and Sub-Trust satisfy Benchmark 1 by having their non-exchange traded assets independently priced by the Administrator in accordance with its pricing policy, based on underlying valuations provided by independent third-party sources. Over-the-counter ("OTC") derivatives are generally valued by reference to the counterparty settlement price which is based upon broad financial market indices.	Section 5
Benchmark 2: Periodic reporting			
This benchmark addresses whether the Responsible Entity of the Fund will provide periodic disclosure of certain key information specified by ASIC on an annual and monthly basis.	Yes	The Responsible Entity will provide periodic disclosure of certain key information on an annual and monthly basis.	Section 8

3. ASIC disclosure principles

	Summary	Section (for further information)
Investment strategy	The Fund will invest in the Sub-Trust and in turn, the Wholesale Funds as well as in Liquid Credit (directly or through a fund). The Sub-Trust invests in the Wholesale Funds but may invest directly in investment assets where the Investment Manager considers it best to achieve the investment objective. The Fund aims to achieve its investment objective through investing (directly or indirectly) in private credit strategies, including: • Direct Corporate Loans; • Asset-Backed Loans; and • Liquid Credit.	Section 5.2
Investment manager	Equity Trustees, as responsible entity of the Fund, has appointed Privity Credit as the investment manager of the Fund. See Section 4 in relation to the expertise of the Investment Manager and the Investment Management Agreement under which the Investment Manager has been appointed. Under the Investment Management Agreement between the Investment Manager and Equity Trustees, Equity Trustees can terminate the Investment Manager's appointment where the Investment Manager becomes insolvent, materially breaches the agreement, ceases to carry on its business or in certain other circumstances. In the event that Equity Trustees terminates the Investment Manager following one of these events, the Investment Manager's appointment would cease upon any termination date specified in the notice, and the Investment Manager would be entitled to receive fees in accordance with the agreement until the effective date of termination. As at the date of this PDS, no significant adverse regulatory findings have been attributed to the Investment Manager.	Section 4
Fund structure	The Fund is an Australian unit trust registered under the Corporations Act as a managed investment scheme. The Fund is structured to allow for the issuance of various classes under separate offer documents. The Fund will invest in the Sub-Trust and in turn, the Wholesale Funds as well as Liquid Credit investments (directly or through a fund). The responsible entity of the Fund is Equity Trustees. Equity Trustees may appoint service providers to assist in the ongoing operation, management and administration of the Fund. The key service providers to the Fund are: • Privity Credit, the investment manager of the Fund; • Apex, the administrator of the assets of the Fund; • EQT Australia Pty Ltd (ABN 88 111 042 132, CAR No. 1262369, a corporate authorised representative of Equity Trustees), the custodian of the assets of the Fund ("Custodian"). See Section 5.3 for further information on other key service providers, Equity Trustees' role in monitoring the performance of service providers and a diagram of the flow of funds through the Fund.	Section 5.3
Valuation, location and custody of assets	Apex is the administrator of the Fund and Sub-Trust and provides administrative, accounting, registry and transfer agency services. The Administrator is responsible for calculating the Fund and Sub-Trust's NAV. ICE Data Services and RSM Australia provide independent valuation services to the Fund. The Custodian holds the assets of the Fund and provides custodial services. See section 5.10 for further information on the custodial arrangements and the geographical location of the Fund's assets.	Section 5.10

	Summary	Section (for further information)
Liquidity	The Fund provides exposure to credit investments which are generally expected to be illiquid and investors should take this into consideration when investing. The Responsible Entity will seek to process withdrawal requests on a monthly basis, with a cap of 5% of NAV of the Fund per month. If withdrawal requests in a given month exceed this limit, withdrawal requests will be paid in part and pro-rata across all withdrawing investors up to the value of the relevant cap. Any part of the withdrawal request that is unpaid will be cancelled and investors will need to submit a new withdrawal request for the following month.	Section 5.5
Leverage	The Fund does not intend to borrow directly, however the Sub-Trust or Wholesale Funds may utilise leverage, incur indebtedness and provide other credit support predominantly for liquidity management purposes and may borrow for investment purposes, including to fund all or a portion of the capital necessary for an investment or to enhance returns. The maximum Loan to Value Ratio for the Fund's portfolio is 40% on a portfolio look through basis See section 5.6 for further information on leverage and borrowing.	Section 5.6
Derivatives	The Fund does not directly hold derivatives, however the Sub-Trust and Wholesale Funds are permitted to utilize derivatives. For key risks to the Fund associated with derivatives and the collateral requirements of the derivative counterparties, please see Section 6.3.	Section 5.7
Short selling	The Fund will not have any exposure to short positions in investments.	N/A
Withdrawals	Monthly. See Section 7 for more information on making a withdrawal.	Section 7

4. Who is Managing the Fund?

The Responsible Entity

Equity Trustees Limited

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

Equity Trustees' responsibilities and obligations as the Fund's responsible entity are governed by the Fund's constitution ("Constitution"), the Corporations Act and general trust law. Equity Trustees has appointed Privity Credit as the investment manager of the Fund. Equity Trustees has appointed a custodian to hold the assets of the Fund. The custodian has no supervisory role in relation to the operation of the Fund and is not responsible for protecting your interests.

The Investment Manager

Privity Credit Pty Ltd

The Responsible Entity has appointed Privity Credit to be the investment manager of the Fund. Privity Credit is also the investment manager of the Sub-Trust and each Wholesale Fund. Privity Credit's role as investment manager includes managing the Fund's, the Sub-Trust and Wholesale Funds' investments and administrative affairs.

Privity Credit is a corporate authorised representative (CAR 1269259) of Sandford Capital Pty Limited (ABN 82 600 590 887, AFSL 461981).

Privity Credit is an Australian based private credit manager focusing on asset-backed and cash flow loans in the Australian and New Zealand corporate debt market. Privity Credit is an active participant in the Australian and New Zealand private credit market and is the investment manager of multiple funds. Privity Credit was established specifically to take advantage of the credit shortfall which exists for corporate borrowers in Australia and New Zealand.

The Privity Credit team are seasoned banking and structured finance professionals with local and global experience through economic cycles – a key factor in achieving successful investment outcomes.

Privity Credit has invested over AU$800M to investors to date.

Privity Credit launched its first initiative in 2013, Privity Credit Private I by managing the origination and structuring of credit exposures. Privity Credit Private I provided stretched senior facilities to SME and mid-market corporate borrowers, utilising credit enhancement provided via a -AA S&P rated insurance product. Privity Credit Private I was institutionally backed by a major global bank.

Following the Global Financial Crisis (GFC), as valuations had been revised downwards and lending ratios had been materially paired back, Australian borrowers found themselves with a considerable credit gap in their capital structure. Privity Credit implemented this lending structure, via institutional investors, that reinstated lending levels to support borrowers while underwriting the risk position of investors.

Privity Credit launched its second initiative, Privity Credit Private II, in November 2015, which was institutionally backed by a major global fund manager, targeted at short-term event-driven finance solutions for SME and mid-market corporate borrowers.

Privity Credit is wholly owned by the management team and employees of Privity Credit and Scarcity Group Services No3 Pty Ltd ACN 687 091 881 as trustee for the Scarcity GP Strategic Fund 1 (a fund managed by Scarcity Partners Pty Limited ACN 666 536 705) ("Scarcity Partners"). In September 2024, Privity Credit entered into a strategic partnership with Scarcity Partners, who took a minority stake in Privity Credit. This strategic partnership will lay the foundation for the next phase of Privity Credit's growth journey.

The key individuals responsible for managing the Fund are set out below. As at the date of this PDS, there are no significant adverse regulatory findings attributed to any of these individuals. Each person devotes a majority of their time to executing the Fund's investment strategy.

Atiya Habib

Atiya heads the credit function and overseas portfolio management, maintaining independence from the transaction process. She is a voting member of the Investment Committee. Atiya has over 20 years of experience in debt markets, structured finance and private equity across Europe, Asia, Middle East and Africa. She has advised both large-cap corporates and mid-cap companies on capital structuring and led their debt deals for acquisition, project and property financing, hybrid capital, leverage and structured finance. Previously she was a Managing Director at Barclays (UK), responsible for US$4 billion international debt business with 15 senior staff across 20 markets, originating, structuring and closing debt deals for more than 250 clients. She was a voting member of the Underwriting Committee and Capital Allocation/Commercial Return Committee at Barclays. Prior to Barclays, Atiya headed Structured Finance within Capital Markets (Syndication) at Standard Chartered Bank covering Europe, Middle East, South Asia and Africa.

Atiya holds a MSc – International Accounting & Finance, from the London School of Economics and Political Science (LSE) and an MBA – Major in Finance – IBA, from the University of Karachi, Pakistan.

Ryan Donnar

Ryan heads the transaction origination function and execution process. He is a voting member of the Investment Committee. Ryan has over 20 years of experience in corporate, institutional and investment banking, particularly in credit risk, syndications and deal origination. He has worked across Australia and the EMEA region as a Senior Director within the infrastructure and utilities business at Westpac Institutional Bank and at Barclays Capital in the mid-market leverage finance loans and syndications team.

Ryan holds a Bachelor of Business – Economics and Finance from RMIT University – Honours 1st Class, and a Master of Business Administration from Melbourne Business School.

Adam Howell

Adam heads the risk function and oversees the transaction structuring and documentation process. He is a voting member of the Investment Committee. Adam has over 20 years of experience in structured and corporate finance as well as funds management, with expertise in domestic and cross-border transactions. He has been a Partner of both a global and a major Australian law firm. Adam has held

numerous advisory board positions for debt funds and alternate lenders and has extensive experience in corporate governance and structuring, establishing and operation of managed investment schemes and other debt funds.

Adam holds a Bachelor of Commerce (BCom) from Wollongong University, a Bachelor of Laws (LLB) from Wollongong University and a Postgraduate Applied Finance degree from FINSIA.

The Administrator

Apex Fund Services Pty Ltd

The Responsible Entity has appointed Apex to act as administrator for the Fund. In this capacity, the Administrator performs all general administrative tasks for the Fund, including keeping financial books and records and calculating the NAV of the Fund.

The Responsible Entity has entered into an administration agreement with the Administrator, which governs the services that will be provided by the Administrator.

The Investment Manager may at any time, in consultation with the Responsible Entity, select any other administrator to serve as administrator to the Fund.

The Custodian

EQT Australia Pty Ltd

The Responsible Entity has appointed EQT Australia Pty Ltd to act as Custodian for the Fund. The custodian holds the assets on behalf of the Fund and is responsible to the Responsible Entity under a contractual relationship pursuant to a custody agreement.

The Custodian is a related party to the Responsible Entity. The Custody Agreement is on arm's length terms.

The Investment Manager may at any time, in consultation with the Responsible Entity, select any other custodian to serve as custodian to the Fund.

Service provider appointments

The Responsible Entity has entered into service agreements with the service providers and will, with the assistance of the Investment Manager, regularly monitor the performance of the service providers against the service standards set out in the relevant agreement.

5. How the Fund invests

5.1 Investment Objective

Regardless of the economic cycle, the Fund aims, through its investment in the Sub Trust and Wholesale Funds, to provide regular monthly income returns , via investment in a diversified portfolio of credit exposures. The Fund has a target return of RBA Cash Rate plus 4% p.a (net of management fees and costs, performance fees and before taxes)[1]. The Investment Manager will strive to implement strategies to balance the delivery of targeted returns.

The Fund's investment objectives aim to:

1.deliver maximum principal protection through:

- rigorous upfront risk assessment and structural covenants and business KPIs built into loan documentation;
- secured loans, typically backed by the assets of the borrowers;
- documents reviewed by external legal counsel;
- proactive management of risk/loans in the portfolio; and
- optimal diversification across sectors and borrowers.

2.deliver monthly income returns:

- at a target of RBA Cash Rate+4% p.a;
- uncorrelated to the equity markets;
- by keeping a balance between cash and non-cash return charged to the borrower on the underlying loans;
- through upfront fees on the loans;

3.embed sustainability and ESG in our decision-making process and focus on long-term performance.

5.2. Investment Strategy

Market Opportunity

Private credit, currently sized at US$1.7 trillion globally[2], is now one of the fastest growing asset classes within alternatives, with a private capital market currently estimated at US$17.6 trillion worldwide[3]. Australian private credit is at the early stage of its growth cycle compared to other OECD markets. Secured direct loans to corporates originated, structured and managed by an experienced private credit manager offer an attractive opportunity to investors.

The Australian credit market for corporates has historically been largely serviced by the major Australian banks. Since the GFC, the international regulatory and prudential regime has continued to increase the capital adequacy requirements for Australian Deposit Institutions and as such many banks have taken measures to reduce their exposure across all asset classes, creating a sustained credit shortfall.

The structural changes to the Australian credit market have had an impact on lending practices, reducing the availability of credit to a broad range of borrowers that would typically be serviced by traditional banking markets. In particular, many traditional banks have reduced or withdrawn from providing cash flow and event-driven lending to mid-market corporates. Such lending typically requires additional technical due diligence and expertise and as such traditional banks are focusing on offering this service to larger borrowers only.

The Fund's investment strategy is to take advantage of this credit shortfall or funding gap, which offers an oversupply of creditworthy funding requirements that sit outside bank credit parameters in the Australian &New Zealand market which are relatively price insensitive.

Investment strategy

The Fund will invest in the Sub-Trust (which in turn invest in the Wholesale Funds) and in Liquid Credit (directly or through a fund). The Sub-Trust invests in the Wholesale Funds but may invest directly in investment assets to best achieve the investment objective.

The Fund's investment strategy is to create a diversified exposure to the Australian and New Zealand private credit market and with resultant diversity by borrower, industry and credit quality. Through active portfolio management, the Investment Manager will seek to mitigate the possibility of capital loss.

At the date of this PDS, the Investment Manager aims to achieve this investment objective through investing in private credit strategies, including:

- Direct Corporate Loans;
- Asset-Backed Loans; and
- Liquid Credit.

Diversity by borrowers

Providing credit to a variety of public and private companies, up to a maximum of:

- In respect of Direct Corporate Loans, 5%* of the NAV of the Fund in a single borrower; and
- In respect of Asset-Backed Loans, 15%* of the NAV of the Fund in a single borrower.

During the Fund's ramp up phase (until the Fund reaches $400m), there may be occasions where these maximum exposures may be exceeded.

Diversity by industry

Providing credit across multiple industry sectors.

[1] The investment objective is not intended to be a forecast; it is only an indication of what the investment strategy aims to achieve over the medium to long term, assuming financial markets remain relatively stable throughout the investment term. The Fund may not achieve its investment objective and returns, capital and income are not guaranteed.

[2] Source: Preqin as at 31 Dec 2023.

[3] Ibid.

	Target Allocation	Allocation Minimum	Allocation Maximum	Single Asset Exposure Limit
Liquid Credit and Cash	10%	5%	35%	n/a
Asset-Backed Loans	45%	20%	72.50%	15%*
Direct Corporate Loans	45%	20%	72.50%	5%*
	100%			

* During the Fund's ramp up phase (until the Fund reaches a NAV of $400m): the single asset exposure limit may be exceeded. These limits may also be exceeded in some situations like revaluations, restructures or workouts or redemptions.

5.3. Fund Structure

The Fund is a registered Australian managed investment scheme under the Corporations Act, governed by its Constitution.

The Fund comprises assets which are acquired in accordance with the Fund's investment strategy.

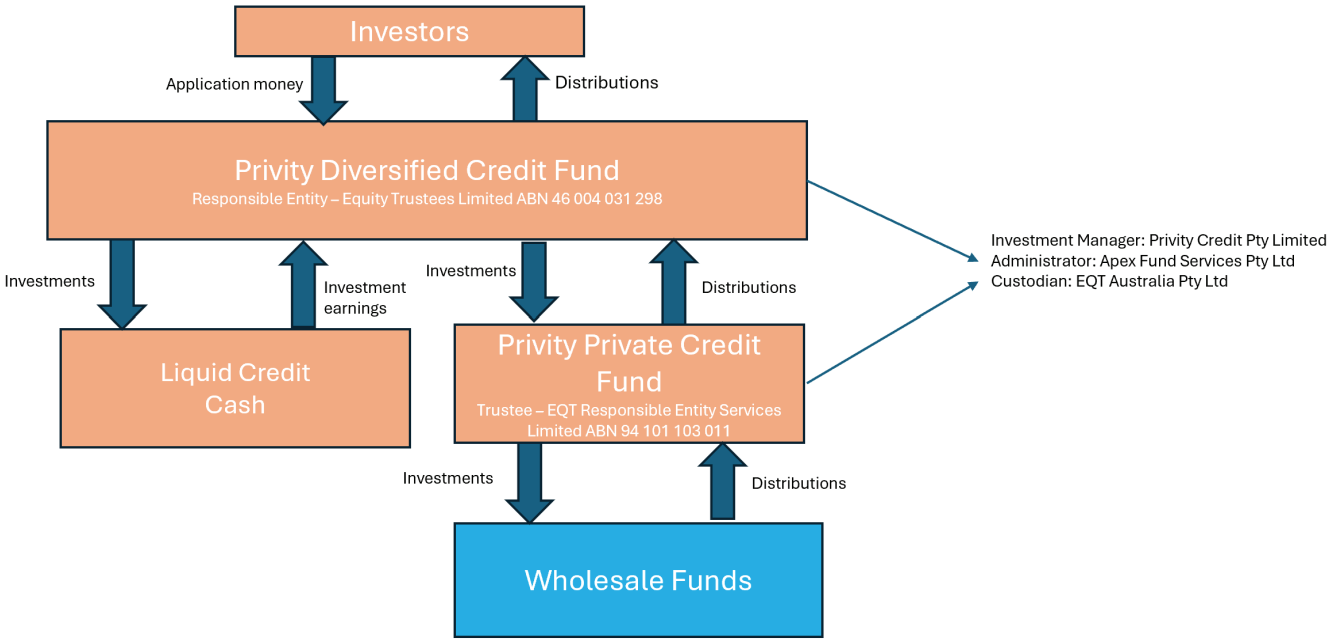
The Fund will primarily invest into the Sub-Trust and, in turn, the Wholesale Funds, which will provide exposure to the underlying investments, including Direct Corporate Loans, Asset Backed Loans. The Fund will invest into the Liquid Credit (directly or via another fund).

About the Sub-Trust

The Sub-Trust is an open-ended (which means it can continue to issue and redeem units), unlisted unit trust which accepts applications from wholesale investors only.

The Sub-Trust may make direct investments or invest in Wholesale Funds which are managed by the Investment Manager. The Wholesale Funds invest into Direct Corporate Loans – via direct lending to Australian and New Zealand companies or acquiring exposures from other wholesale funds.

The Sub-Trust may invest in the Wholesale Funds from time to time and this may be through a variety of different financial instruments in order to obtain an investment exposure. This may include investing in the Wholesale Funds by way of subscribing for units, sub-participation, debt facilities and other financial instruments from time to time.



Wholesale Funds

Generally, the Wholesale Funds invest directly in a diversified portfolio of lending products via direct lending to Australian and New Zealand companies. The Wholesale Funds may also have investment mandates that enable them to make investments in other funds managed by Privity Credit. The Wholesale Funds may also invest in equity or other financial instruments and may enter into restructuring and recapitalisation agreements with certain borrowers in the event that a corporate restructuring or recapitalisation of a corporate borrower is required.

Direct Corporate Loans

The Direct Corporate Loan portfolio will include senior and mezzanine loans as well as bilateral, club and syndicated loans, each with appropriate lending and financial covenants. The Investment Manager will have industry diversification parameters in place for the Direct Corporate Loan portfolio.

Asset-Backed Loans

The Wholesale Funds will invest in loans which are secured against assets such as warehouses as well as other securitisation vehicles with exposure to large underlying pools of receivables.

Liquid Credit

Liquid Credit may be held by the Fund either as a direct investment or via other pooled investment vehicles. The Investment Manager will only invest in other pooled investment vehicles for its Liquid Credit exposure where, at the time of investment:

- the fund is independently rated, with a minimum rating of "Recommended" by Lonsec (or equivalent);
- the fund offers daily liquidity and daily unit pricing; and
- the fund has a target return of RBA Cash Rate + 1% to 3% p.a.

The Liquid Credit allocation will enhance the liquidity and diversification of the Fund.

The Fund will have a policy of maintaining the minimum asset allocation to Liquid Credit by prioritising capital inflows until the minimum asset allocation is satisfied.

Changes to Investment Strategy

The Investment Manager intends to implement the Fund's strategy as detailed in this PDS. However, whilst it is not expected that the Investment Manager will change the investment objectives or strategy, changes may be made to address issues such as changing market conditions. Any such changes would require approval from the Responsible Entity before they could be implemented. Investors will be advised of any material change via the website and, if necessary, an update PDS.

5.4. Valuation, location and custody of assets

Apex is the administrator of the Fund and provides administrative, accounting, registry and transfer agency services. The Administrator is responsible for calculating the Fund's NAV.

ICE Data Services and RSM Australia provide independent valuation services in relation to the Sub-Trust and Wholesale Funds underlying assets. Details of the Fund's Valuation Policy are set out in section 7.

The Custodian is appointed to provide custodial services. The assets of the Fund are units in the Sub-Trust, being an Australian unit trust and liquid credit investments are generally located in Australia. The loans and credit investments made by the Sub-Trust or Wholesale Fund are for businesses located in Australia and New Zealand.

5.5. Liquidity

The investments of the Wholesale Funds and accordingly the Fund and Sub-Trusts are generally less liquid investments than other investments (such as exchange-traded investments) as the investments that the Fund is exposed to via the Sub-Trust and Wholesale Funds are relatively long dated (up to 5 year terms) and have minimal secondary markets.

The ability of the Fund, the Sub-Trust and Wholesale Funds to dispose of an investment may depend on market liquidity, the terms agreed with the relevant borrower, and the maturity date of the loans. The liquidity of the investments to which the Fund (via the Sub-Trust and Wholesale Funds) is exposed will also be dependent upon the liquidity of investments in the Wholesale Funds.

Where the Sub-Trust is unable to redeem or withdraw its holding in the Wholesale Funds, due to the illiquidity of the Wholesale Funds, the ability of Unitholders to withdraw from the Fund may be impeded. Where it is necessary for the Wholesale Funds to sell assets in order to meet redemption requests of the Sub-Trust and, accordingly, the Fund, the Investment Manager may not be able to sell investments at an attractive valuation. This may impact the redemption price of Units.

In certain instances, the Responsible Entity may be required to dispose of the assets of the Fund to satisfy withdrawal requests. In these instances, transaction costs may be indirectly incurred by Unitholders and the Fund may bear similar costs due to redeeming units in the Sub-Trust. This may reduce the amounts payable to Unitholders on redemption of their Units. Subject to its duties under the Corporations Act, the Responsible Entity may determine that, where assets of the Fund need to be sold to satisfy withdrawal request, the redemption price of the relevant Units will be equal to the proceeds of those assets being sold. This may cause a loss for redeeming investors in certain circumstances.

The Fund intends to hold Liquid Credit and cash in order to fulfil monthly withdrawals. Withdrawal requests, if accepted, are intended to be settled out of available cash and the Liquid Credit portion of the Fund, where practicable. Withdrawals are subject to a cap of 5% of the Fund's NAV each month. The Responsible Entity may determine that the aggregate amount of withdrawals requested for a given month is significant and would result in adverse impact to the Fund and that it is in the best interests of Unitholders for the Responsible Entity to not fulfil the entire amount of withdrawals requested in a particular class. Investors should note that withdrawals are always subject to the Responsible Entity accepting such requests. If a withdrawal request is accepted, the Responsible Entity has up to 545 days under the Fund's constitution to fulfil the withdrawal request. The Responsible Entity can delay, scale back, defer beyond the above timeframe or refuse a withdrawal request at its sole discretion, within its rights under the Fund's constitution. If the Fund ceases to be liquid, withdrawals will only be possible under a withdrawal offer made by the Responsible Entity in accordance with the Corporations Act.

5.6. Leverage

As at the date of this PDS, the Fund has not incurred, nor it is it anticipated that the Fund will directly incur any debt. However, the Sub-Trust and each Wholesale Fund may use leverage for purposes including:

- To enable the Sub-Trust or relevant Wholesale Fund to undertake its investment activities; and
- Working capital requirements of the Sub-Trust or relevant Wholesale Fund.

Additionally, the Wholesale Funds may utilize core leverage, depending on the underlying strategy and investment objectives of the individual Wholesale Fund.

Leverage involves a degree of financial risk and may increase the exposure of the Fund to factors such as rising interest rates, downturns in the economy or deterioration in the conditions of the assets underlying its investments.

The assets of the Fund may be, in whole or in part, offered as security for such leverage. The Fund will be limited to a maximum Loan to Value Ratio of 40% on a portfolio look through basis.

Below is a worked example of how leverage can impact investment returns and losses.

As at the date of this PDS, the Wholesale Funds have a $58 million loan facility in place with an Australian non-bank lender, under which the Wholesale Funds may draw down funds in order undertake investment activities or meet working capital requirements.

	Without Leverage	With Leverage
Assumptions		
Example Amount ($)	1,000,000	1,000,000
Leverage (%)	0%	40%
Loss Rate (%)	1%	1%
Results		
Net Return without loss	11.50%	13.83%
Net Return with loss	10.61%	7.37%

5.7. Derivatives

Derivatives may be used to manage risk or for hedging purposes by the Sub-Trust or Wholesale Fund (including for hedging interest rate and foreign exchange risk of the underlying borrowers). Use of derivatives in the Sub-Trust or Wholesale Fund is not a key part of the investment strategy.

Derivatives used may be exchange traded or OTC derivatives. Counterparties will be selected as required, provided the credit rating of each counterparty be investment grade. The Investment Manager will select counterparties that can provide attractive trade terms.

5.8. Suggested investment timeframe

Investors are advised to regard any investment in the Fund as a long-term proposition and understand that fluctuations in the value of their investment may occur. The investment horizon of the Fund is 2-3+ years.

5.9 Fund Performance

A monthly report with key Fund performance information will be provided. Up-to-date information on the performance of the Fund can be obtained from www.privitycredit.com/funds/privity-diversified-credit-fund. A free of charge paper copy of the information will also be available on request.

Past performance is not a reliable guide to future performance.

Any of the above details could change at any time and without notice. Where we consider the changes are significant, we will notify you of the changes (and, where required, give you 30 days' prior notice).

5.10. Labour Standards, Environmental, Social and Ethical Factors ("ESG considerations")

Equity Trustees has delegated investment decisions including ESG considerations to the Investment Manager.

The Investment Manager integrates certain ESG considerations in the selection, retention and realisation of fund assets, to the extent that the Investment Manager considers those factors may have a material impact on the investment performance. However, the Fund is not designed for investors who are looking for funds that meet specific ESG goals. The Fund is marketed or authorised as an ESG product in Australia.

Privity Credit voluntarily follows the six principles of responsible investment as defined by the UN-supported Principles for Responsible Investment (PRI). The PRI is a global network of asset managers, owners and service providers working collaboratively to implement responsible investment into practice. PRI's principles include:

- incorporating ESG issues into investment analysis and decision-making processes;
- being active owners and incorporate ESG issues into our ownership policies and practices;
- seeking appropriate disclosure on ESG issues by the entities in which we invest;
- promoting acceptance and implementation of the principles within the investment industry;
- working together to enhance our effectiveness in implementing the principles; and
- reporting on our activities and progress towards implementing the principles.

Rather than simply defining industries or companies of inclusion and exclusion, Privity Credit integrates ESG considerations into its investments due diligence and decision making process. The ESG considerations that Privity Credit take into account include:

- labour standards such as employee health and safety, labour practices and employee engagement, diversity and inclusion;
- environmental factors such as factors related to the quality and function of the natural environment and systems such as pollution (air, water and noise), biodiversity/habitat protection and waste management, greenhouse gas emissions, and climate change resilience;
- social factors such as the rights, wellbeing and interests of people and communities such as workplace safety, discrimination prevention, cybersecurity and data privacy and human rights; and
- governance factors, with a focus on weak corporate governance practices (for example ineffective internal controls, conflicts of interest that are not appropriately managed and poor risk management).

Privity Credit does not have a set methodology for taking ESG considerations into account, and has no set approach to monitoring or reviewing these standards. Privity Credit does not use a weighting system to apply a weight to the standards and considerations. Additionally, Privity Credit does not have a set time for monitoring or reviewing investments. ESG aspects are ordinarily considered through the investment process as part of the due diligence process. There is a risk that investments in the Fund may not necessarily meet all of the ESG requirements at all times. Where Privity Credit determines that an investment is no longer suitable due to ESG considerations, Privity Credit may elect to divest such investment in a timeframe which it considers reasonable in the circumstances.

Privity Credit relies on various sources of data for the purposes of assessing ESG factors. This includes information from third party data providers, due diligence information, questionnaires and other regular reporting provided on any of the investments and other publicly available information. Reliance on third party data providers and voluntary reporting may not be verified and there is a risk that some information may not be accurate.

A copy of the Investment Manager's ESG policy is available at www.privitycredit.com/funds/privity-diversified-credit-fund.

5.11. Significant benefits of investing in the Fund

Key benefits of investing in the Fund include:

Market opportunity – clear market opportunity due to a changing banking landscape with regulations reducing banks' lending to the corporate sector and an oversupply of credible funding opportunities outside mainstream banking, resulting in borrowers paying a premium for access to capital.

Investment philosophy – the team looks for value opportunities across the corporate credit markets in Australian and New Zealand and focuses on opportunities that provide a premium return versus risk to investors.

An experienced and active management team with a proven track record – the Investment Manager is a credit specialist, and has extensive direct lending experience. This experience encompasses all aspects of originating, structuring, negotiating, executing and distributing Australian and New Zealand corporate credit products as well as managing portfolio risks.

Robust credit processes – Privity Credit has developed an extensive and robust credit process which thoroughly assesses the relevant aspects of the underlying business and the transaction, within required time frames. Extensive legal and financial due diligence is undertaken to validate borrower- provided information and establish accurate risk assessment

Attractive risk-adjusted returns from a diversified portfolio – Australia and New Zealand's corporate credit market offers attractive risk-adjusted returns. A risk-return premium is currently available in this market and can provide investors exposure to lower volatility senior secured asset class with significant downside protection. However, the corporate credit market is not easily accessible to non-bank investors in a risk acceptable manner. There are limited alternatives for investors to access the attractive risk-adjusted returns offered by direct lending to Australia and New Zealand companies. The Fund offers diversified exposure to this market.

Portfolio diversification from an investment in Australian and New Zealand corporate debt – Corporate debt is an important component of any balanced investment portfolio and generally has a lower risk of capital loss than certain equity investments and subordinated property investments. Australian investors currently have limited domestic credit-based investment alternatives, and negligible alternatives to access the attractive risk-adjusted returns offered by direct lending to Australian and New Zealand companies.

Attractive fee structure – An investment in the Fund comprises management fees and costs of 1.64% p.a. of the Fund attributable to Class A.

6. Managing risk

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

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

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

Key Risks

Investors should be aware that there is no guarantee that the implementation of the investment strategy or process will not result in losses to Investors.

The return of capital and the performance of the Fund are not guaranteed by any person or organisation, including the Investment Manager, the Trustee, or any of the professional service providers that are engaged in relation to the Fund or provide services to the Fund. Therefore, each investor should carefully consider the risks of investing and, where necessary, seek professional advice as to the suitability of investing in the Fund. Some risks of investing in the Fund (and in turn the Sub-Trust and Wholesale Funds) include, but are not limited to the following. References to the Fund in this section also include references to any underlying fund, where relevant.

Lack of operating history

The Fund has minimal operating history and is being established in order to make investments in the private credit market as described in this PDS

Nature of investment

An investment in the Fund is speculative and requires a long-term commitment of 2-3 years, with no certainty of return.

The Fund's investment portfolio will consist primarily of loans. Such investments involve a high degree of business and financial risk which can result in substantial losses, including the loss of an investor's entire investment.

The value of a Unit in the Fund (and the distributions received in respect of such Unit) can fluctuate and may go down as well as up, and an investor may get back less than it contributes to the Fund. There can be no assurance that the Fund's investment objective or target return will be achieved or that an investor will receive a return of its capital. There is no guarantee that the Fund's performance will meet its target return.

Additionally, certain investments may be subject to legal or contractual restrictions or requirements that limit the Fund's ability to transfer them or sell them for cash. As a result, the Fund's investments may be illiquid, and there can be no assurance that the Fund will be able to realise investments at attractive prices or otherwise be able to effect a successful refinance or exit strategy. It may also not be possible to establish the current value of an investment at any particular time. The lack of liquidity in the Fund's asset portfolio may significantly impede the Fund's ability to respond to adverse changes in the performance of its assets and may adversely affect the value of an investment in the Fund.

Reliance on the Investment Manager

Investors will have no opportunity to control the day-to-day operations, including investment and disposition decisions, of the Fund. They must rely on the ability of the Investment Manager in identifying, structuring, developing and executing potential investments consistent with the investment objective and the Fund's policies. Investors will not have the opportunity to evaluate the relevant economic, financial and other information which will be considered by the Investment Manager in selecting, structuring, monitoring and disposing of investments.

While it is the intention for the Investment Manager to create and maintain a stable investment team, certain members could leave or become incapacitated which may result in a loss of capital for investors.

Reliance on borrower's management

Although the Investment Manager will monitor the performance of each investment, it will be the responsibility of each borrower's management team to operate the borrower on a day-to-day basis. Although the Investment Manager generally intends to lend to borrower's with strong management, there can be no assurance that the management of such companies will operate a company successfully. Investors will not have the opportunity to appoint, remove, or evaluate the performance of, the management team of any borrower. More generally, investors will not have the ability to evaluate the relevant economic, financial and other information which will be utilised by the Investment Manager in selecting, structuring, monitoring and disposing of investments.

Liquidity

Investing in the Fund requires a long-term commitment from investors, with no certainty of return. Some of the Fund's investments will be highly illiquid. Consequently, the maturity of those investments may require a lengthy time period. There is a risk that market conditions might change before the maturity of those investments can take place.

Although the Fund offers limited liquidity mechanisms, investors should be aware of the potential limitations on their ability to withdraw from the Fund. The Trustee does not give any guarantee concerning the liquidity of the Fund or the ability of an investor to withdraw their investment.

The Units are not and will not be listed on any investment exchange, there is no public market for the Units, and none is expected to develop. There are also restrictions on the transfer of Units, and the redemptions are subject to certain limitations, which may make an investment in the Fund illiquid. There is a risk that Unitholders will not be able to exit the Fund at the time of their choosing.

Furthermore, there are additional restrictions on the resale of Units by investors who are located in the US or who are US persons and on the resale of Units by any investor to any person who is located in the US or is a US person.

Inability to source investment opportunities

The success of the Fund will depend on the identification and availability of suitable investment opportunities. There is a risk that there may be a lack of suitable investment opportunities given the Fund's investment philosophy and strategy. This risk is affected by a number of factors including the size of the Fund and the availability of opportunities for investment, within the Fund's intended investment markets.

A number of competitors will compete with the Fund to make investments of the type that the Fund intends to make, and the Investment Manager believes that competition for investments targeted by the Fund will increase over time. The Fund will compete with public and private funds, commercial and investment banks and commercial financing companies. Additionally, competition for investment opportunities generally has increased.

Many of the Fund's existing and potential competitors are substantially larger and have considerably greater financial, technical and marketing resources than those available to the Investment Manager and the Fund. Some competitors, such as commercial banks, may have a lower cost of funds and access to funding sources that are not available to the Fund. In addition, some of the Fund's competitors may have higher risk tolerances or different risk assessments, which could allow them to consider a wider variety of investments and establish more relationships than the Fund. Accordingly, the Investment Manager may be unable to find a sufficient number of attractive opportunities to meet the Fund's investment objectives.

If a limited number of investments is made, the poor performance of a small number of investments could significantly affect returns to Investors. Other factors that may affect the Investment Manager's ability to source suitable investments include, among other things, developments in the market for leveraged loans or other general market events, which may include changes in interest rates or credit spreads or other events which may adversely affect the price of securities, whether individually or collectively; the inability of the Investment Manager to acquire investments at favourable yields; and the inability to reinvest the proceeds from the sale or repayment of any of its assets in suitable target investments on a timely basis, whether at prices that the Investment Manager believes are appropriate or at all.

Portfolio Concentration

The Fund has the ability to concentrate investments by investing all of its assets in only a limited number of countries, issuers and industries. As a result, the Fund's assets may be concentrated in certain commercial or industrial sectors or geographic areas or if certain of the Fund's investments have outstanding principal balances that are substantially larger than others. A limited degree of diversification increases risk because the aggregate return of the Fund may be substantially adversely affected by the unfavourable performance of a small number of investments.

Due diligence

Some investments may be made based on limited due diligence and on publicly available information. This may increase the risks to the Fund associated with those investments.

The Investment Manager may seek to purchase entire portfolios or substantial portions of portfolios from market participants in need of liquidity or suffering from adverse valuations. The Investment Manager may be required to bid on such portfolios in a very short time frame and may not be able to perform normal due diligence on the portfolio. Such a portfolio may contain instruments or complex arrangements of multiple instruments that are difficult to understand or evaluate. Such a portfolio may suffer further deterioration after purchase before it is possible to ameliorate such risk. As a consequence, there is a substantial risk that the Investment Manager will not be able to adequately evaluate particular risks or that market movements or other adverse developments will cause the Fund to incur substantial losses on such transactions.

Adjustments to terms of investments

In respect of multi-lender investments, the terms and conditions of loan agreements and related assignments may be amended, modified or waived only by the agreement of the lenders.

Generally, any such agreement must include a majority or a supermajority (measured by outstanding loans or commitments) or, in certain circumstances, a unanimous vote of the lenders. Consequently, the terms and conditions of the payment obligation arising from loan agreements could be modified, amended or waived in a manner contrary to the preferences of the Fund if a sufficient number of the other lenders concurred with such modification, amendment or waiver. There can be no assurance that any obligations arising from a loan agreement will maintain the terms and conditions to which the Investment Manager originally agreed.

The exercise of remedies may also be subject to the vote of a specified percentage of the lenders thereunder. The Investment Manager will have the authority to consent to certain amendments, waivers or modifications to the portfolio investments requested by borrowers or the lead agents for loan syndication agreements. The Investment Manager may, in accordance with its investment management standards, to extend or defer the maturity, adjust the outstanding balance of any investment, reduce or forgive interest or fees, release material collateral or guarantees, or otherwise amend, modify or waive the terms of any related loan agreement, including the payment terms thereunder. The Investment Manager will make such determinations in accordance with its investment management standards. Any amendment, waiver or modification of an investment could adversely impact the Fund's investment returns.

Investments in subordinated debt

Certain investments of the Fund may consist of loans which are subordinated or may be subordinated in right of payment and ranked junior to other loans made to obligors. If an obligor experiences financial difficulty, some of the Fund's asset-backed investments may also have structural features that divert payments of interest and/or principal to more senior classes of loans when loss rates or delinquency exceeds certain levels. This may interrupt the income the Fund receives from its investments, which may lead to the Fund having less income to distribute to Investors.

In addition, it is anticipated that many of the borrowers will be highly leveraged. Such investments are subject to additional risks, including an increased risk of default during periods of economic downturn, the possibility that the borrower may not be able to meet its debt payments and limited secondary market support, among other risks.

Non-performing nature of loans

It is anticipated that certain loans will be non-performing and possibly in default. Furthermore, the borrower and/or relevant guarantor may also be involved in bankruptcy or in liquidation proceedings. There can be no assurance as to the amount and timing of payments with respect to the loans. Although the

Investment Manager will attempt to manage these risks, there can be no assurance that the Fund's investments will increase in value or that the Fund will not incur significant losses.

Unrated investments

The Fund's investments typically will not be rated by any agency.

Variable distributions

Distributions will vary from time to time depending payments received from the obligors as well as other income in investments. If these payments are not received, no distributions may be made, and capital may be lost.

General market risk

The Fund's investments are subject to varying degrees of risk. The yields available from such investments generally depend on the structure of the investment. Income from, and the value of, the Fund's investments may be adversely affected by many factors that are beyond the Fund's control, including: adverse changes in national and local economic and market conditions; changes in interest rates and in the availability, costs and terms of financing; changes in governmental laws and regulations, fiscal policies and costs of compliance with laws and regulations; changes in operating expenses; and civil unrest, acts of war or terrorism and natural disasters, including earthquakes and floods, which may result in uninsured and underinsured losses.

Economic and political risk

In the course of investing, the Fund will be exposed to the direct and indirect consequences of political, economic or social changes in the investment region that could adversely affect its investments. The investments could be affected adversely by changes in the general economic climate or the economic factors affecting a particular industry, changes in tax law or interest rate movements. While the Investment Manager intends to manage or delegate management of the Fund's assets in a manner that will limit its exposure to such risks, there can be no assurance that adverse political or economic changes will not cause the Fund to suffer losses.

Delinquencies, borrower insolvency events and losses generally increase during economic slowdowns or recessions. Any sustained period of increased delinquencies, borrower or issuer defaults or losses is likely to adversely affect the ability to finance loans in the future.

Furthermore, various international events have caused significant uncertainty in the global financial markets. While the long-term effects of such events and their potential consequences are unknown, they could have an adverse effect on general economic conditions, consumer confidence and market liquidity.

Economic impact of natural disaster, pandemic or other events.

Social, political, economic and other conditions and events (such as natural disasters, epidemics and pandemics, terrorism, conflicts and social unrest) will occur that create uncertainty and have significant impacts on issuers, industries, governments and other systems, including the financial markets, to which companies and their investments are exposed. As global systems, economies and financial markets are increasingly interconnected, events that once had only local impact are now more likely to have regional or even global effects. Events that occur in one country, region or financial market will, more frequently, adversely impact issuers in other countries, regions or markets, including in established markets. These impacts can be exacerbated by failures of governments and societies to adequately respond to an emerging event or threat.

The Fund could be adversely affected by the effects of a widespread outbreak of a contagious disease, such as the 2019-20 outbreak of coronavirus disease 2019 (COVID-19), which began in December 2019.

Negative changes in the global financial markets, or the national or regional economies in which any of the borrowers do business, may in turn have a material adverse effect on the business of the Fund.

Resultant economic slowdown and/or negative business sentiment across markets due to future outbreaks may have a material adverse and long-lasting impact on the business operations and financial condition of the Fund and its investments, as well as the Trustee and Investment Manager. Similar consequences could arise with respect to other comparable infectious diseases.

Changes in interest rates

Interest rates are highly sensitive to many factors beyond the Fund's control, including governmental monetary and tax policies, domestic and international economic and political considerations and other factors. Interest rate fluctuations present a variety of risks, including the risk of a mismatch between asset yields and borrowing rates, variances in the yield curve and fluctuating prepayment rates, and such fluctuations may adversely affect the Fund's income.

Prepayments

The value of the Fund's assets may be affected by prepayment rates on loans. Prepayment rates are influenced by changes in interest rates and a variety of economic, geographic and other factors beyond the Fund's control. Therefore, the frequency at which prepayments (including voluntary prepayments by borrowers and liquidations due to defaults and insolvency) occur on the Fund's investments can adversely impact the Fund, and prepayment rates cannot be predicted with certainty making it impossible to completely insulate the Fund from prepayment or other such risks. Early prepayments give rise to increased re-investment risk, as the excess cash may be realised earlier than expected. If prepayment rates increase, including, for example, when the prevailing level of interest rates falls, the Investment Manager may be unable to re-invest cash in a new investment with an expected rate of return at least equal to that of the investment repaid.

Loans to private companies

The Fund's portfolio will be committed to the origination or purchasing of loans to corporate borrowers, which will include small and medium-sized, privately owned businesses. Compared to larger, publicly owned businesses, such companies generally have limited financial resources and access to capital and higher funding costs. They may be in a weaker financial position and may need more capital to expand or compete. These companies frequently have shorter operating histories, narrower product lines and smaller market shares than larger businesses, which render them more vulnerable to competitors' actions and market conditions, as well as general economic downturns. There may not be as much information publicly available about these companies as would be available for public companies and such information may not be of the same quality. These companies are also more likely to depend on the management talents, and efforts of a small group of persons and, as a result, the death, disability, resignation or termination of one or more of these persons could have a material adverse impact on these companies' ability to meet their obligations. The above challenges increase the risk of these companies defaulting on their obligations.

Underlying exposure to the consumer market

A portion of the Fund's portfolio may be directly or indirectly exposed to the consumer market. The financial condition of consumers is difficult to assess and predict as many consumer borrowers have no or very limited credit history. There is a greater risk of default in relation to the consumer market which may indirectly have an impact on returns to the Fund.

Borrower fraud

Fraud by potential borrowers could cause the Fund to suffer losses. A potential borrower could defraud the Fund by, among other things, directing the proceeds of collections of its accounts receivable to bank accounts other than the Fund's established lockboxes; failing to accurately record accounts receivable aging; overstating or falsifying records showing accounts receivable; or providing inaccurate reporting of other financial information. The failure of a potential borrower to accurately report its financial position, compliance with loan covenants or eligibility for additional borrowings could result in the loss of some or the entire principal of a particular loan or loans.

Borrower bankruptcy

The borrowers on loans or other securities in the Fund's portfolio may seek the protection afforded by bankruptcy, insolvency and other debtor relief laws. One of the protections offered in certain jurisdictions in such proceedings is a stay on required payments on such loans. A stay on payments to be made on the Fund's portfolio could adversely affect the value of those assets and the Fund itself. Other protections in such proceedings include forgiveness of debt, the ability to create super-priority liens in favour of certain creditors of the debtor and certain well-defined claims procedures. Additionally, the numerous risks inherent in the bankruptcy process create a potential risk of loss by the Fund of its entire investment in any particular investment.

Enforceability of security

Investments may be secured by mortgages, charges, pledges, liens or other security interests. Depending on the jurisdiction in which such security interests are created, enforcement of such security interests may be a complicated and difficult process. For example, enforcement of security interests in certain jurisdictions may require a court order and a sale of the secured property through public bidding or auction. In addition, some jurisdictions grant courts the power to declare security interest arrangements to be void if they deem the security interest to be excessive.

The Fund's investments and the collateral underlying those investments will be subject to various laws for the protection of creditors in the jurisdictions of incorporation of the borrowers concerned and, if different, the jurisdictions in which they conduct business and/or hold assets. Such differences in law may also adversely affect the rights as a subordinated lender with respect to other creditors. Additionally, the Sub-Trust or Wholesale Funds, as a creditor, may experience less favourable treatment under different insolvency regimes, including in cases where the company seeks to enforce any security it may hold as a creditor.

Lender liability considerations

In certain jurisdictions, borrowers may assert claims against lending institutions on the basis of various evolving legal theories, including equitable subordination (collectively termed lender liability). Generally, lender liability is founded upon the premise that the institutional lender has violated a duty (whether implied or contractual) of good faith and fair dealing owed to the borrower or has assumed a degree of control over the borrower resulting in the creation of a fiduciary duty owed to the borrower. The Sub-Trust or Wholesale Funds, as a creditor, may be subject to allegations of lender liability.

Furthermore, the Investment Manager may be unable to control the conduct of the lenders under a loan syndication agreement requiring less than a unanimous vote, yet the Sub-Trust or Wholesale Funds may be subject to lender liability for such conduct.

Counterparties

Some institutions (including brokerage firms and banks) with which the Fund will do business, may encounter financial difficulties, fail or otherwise become unable to meet their obligations. Such financial institutions' financial condition (as well as that of the Fund) may be adversely affected, and they may become subject to legal, regulatory, reputational and other unforeseen risks that could have a material adverse effect on the activities and operations of the Fund. In the event of a bankruptcy or insolvency of such a counterparty, the Fund could experience delays in liquidating an investment and may incur significant losses, including the loss of that portion of the Fund's portfolio held by such a counterparty, which may arise as a result of a decline in the value of an investment during the period in which the Fund seeks to enforce its rights, the inability to realise any gains on an investment during such period and significant fees and expenses incurred in enforcing its rights. The Fund is subject to the risk that such counterparties may or may not have access to finance and/or assets at the relevant time and may fail to comply with their obligations under the relevant arrangements.

Participation interests

The Fund may have exposure to participation interests in debt instruments which do not entitle the holder thereof to direct rights against the obligor. In such situations, the Fund (or an underlying fund) will typically have a contractual relationship only with the relevant seller or counterparty (as the case may be) and not with the underlying obligor. As such, in respect of a participation, the Fund (or underlying fund) will only have the right to receive payments of principal, interest and any fees to which it is entitled only from the seller and only upon receipt by such seller of such payments from the obligor, and in respect of participations, the Fund (or underlying fund) generally will have no right directly to enforce compliance by the underlying obligor with the terms of the related loan agreement or underlying obligation (as the case may be) nor any rights of set-off against the underlying obligor, nor have any voting or other consensual rights of ownership with respect to the related loan agreement or underlying obligation (as the case may be). In such circumstances, the Fund (or underlying fund) may not directly benefit from the collateral supporting the debt instrument in which it has purchased the participation or underlying obligation. As a result, the Fund (or underlying fund) will assume the credit risk of both the obligor and the seller or counterparty. In the event of the insolvency of such seller or counterparty, the Fund (or underlying fund) may be treated as a general creditor of such seller or counterparty, and may not benefit from any set-off between such seller and the obligor, or have any claim of title with respect to the underlying obligation. As a result, when the Fund (or underlying fund) holds a participation in a debt instrument, it may not have the right to vote to waive enforcement of any restrictive covenant breached by an obligor or, if the Fund (or underlying fund) does not vote as requested by the seller, it may be subject to the repurchase of the participation at par. Sellers voting in connection with a potential waiver of a restrictive covenant may have interests

different from those of the Fund (or underlying fund), and such selling institutions may not consider the interests of the Fund (or underlying fund) in connection with their votes.

Liability following the disposal of investments

While loan investments will generally be held to maturity, they may be disposed of in some circumstances prior to termination and, in connection therewith, may be required to pay damages to the extent that any representations or warranties given in connection with such investments turn out to be inaccurate. The Fund (or underlying funds) may become involved in disputes or litigation concerning such representations and warranties and may be required to make payments to third parties as a result of such disputes or litigation. In the event the Fund (or underlying fund) does not have cash

available to conduct such litigation or make such payments, it may be required to borrow funds. Any such payments and borrowings could adversely impact the Fund's ability to make distributions. In addition, if the Fund (or underlying fund) is unable to borrow funds to make such payments, it may be forced to sell investments to obtain funds. Such sales may be affected on unsatisfactory terms.

Valuation

The market value of the Fund's investments will generally fluctuate with, among other things, general economic conditions, world political events, developments or trends in any particular industry, the conditions of financial markets and the financial condition of the borrowers in which investments are made. In addition, certain investments may have interest rates that remain constant until their maturity. Accordingly, their market value will generally fluctuate with changes in market rates of interest. Certain investments will be investments for which there is no, or a limited, liquid market. As a result, the fair value of such investments may not be readily determinable.

Because such valuations, and particularly valuations with respect to loans of private companies, are inherently uncertain, they may fluctuate over short periods of time and may be based on estimates. As a result, the independent valuations and the Investment Manager's determinations of fair value may differ materially from the actual values obtainable in an arm's-length sale of such investments to a third party. The Fund's financial condition and results of operations could be adversely affected if the Fund's fair value determinations were materially higher than the values that the Fund ultimately realises upon the realisation of such investments.

Legal, tax and regulatory risks

Legal, tax and regulatory changes in the Australian and New Zealand investment environment or otherwise, may occur during the term of the Fund which could have an adverse effect on the Fund. The Fund may not be in a position to take legal or management control of its investments. The Fund may have limited legal recourse in the event of a dispute, and remedies may have to be pursued in the courts.

Currency Hedging

The Investment Manager may hedge foreign investments and cash holdings back to AUD. At any point in time, there may be unhedged currency exposure. Hence there is still a risk that changes in currency exchange rates will adversely affect the value of the Fund.

Liability

The Constitution contains provisions that are designed expressly to limit the liability of Unitholders, in their capacity as members in the Fund, to the amount of their respective investment. There can be no absolute assurance that the liability of Unitholders will be limited as intended by those provisions as the ultimate liability of Unitholders rests with the courts. Each investor must satisfy itself as to the risks of the limitation and to its liability as an investor in the Fund.

Leverage

The Fund does not intend to borrow directly. The Sub-Trust or Wholesale Funds may use leverage. Leverage involves a degree of financial risk and may increase the exposure of the Fund to factors such as rising interest rates, downturns in the economy or deterioration in the conditions of the assets underlying its investments.

The assets of the Sub-Trust or Wholesale Funds may be, in whole or in part, offered as security for such leverage.

FATCA

Under recent legislation, all entities in a broadly defined class of foreign financial institutions (FFIs) must comply with a complicated and expansive reporting regime. FFIs who do not comply with this regime are subject to a 30% US withholding tax on certain US source payments and will be subject to a 30% withholding tax on gross proceeds from the sale or other disposition of US stocks and securities from 2019. Non-US entities who are not FFIs must either certify that they have no substantial US beneficial ownership or report certain information with respect to their substantial US beneficial ownership; otherwise such non-US entities are also subject to a 30% withholding tax on certain US source payments, and will be subject to a 30% withholding tax on gross proceeds from the sale of US stocks and securities from 2019. The legislation also contains complex provisions requiring participating FFIs to withhold on certain "foreign passthru payments" made to any investors in such FFIs that fail to provide the required information. The definition of a "foreign passthru payment" is still reserved under the current regulations. However, the term generally refers to payments from non-US sources that are "attributable to" certain US payments and gross proceeds as described above. Withholding on these payments is not set to apply until 2019. In general, non-US investment funds such as the Fund are expected to constitute FFIs. The reporting obligations imposed under the legislation require FFIs to enter into agreements with the Secretary of the Treasury which require the FFIs to obtain information about certain investors and disclose it

to the Secretary of the Treasury. The Fund intends to comply, to the extent reasonably practicable, with the reporting requirements to avoid the imposition of the withholding tax. However, in the event that the Fund is unable to do so (because, for example, investors fail to provide the Fund with the required information), certain payments made to the Fund or by the Fund may be subject to a withholding tax, which could reduce the cash available to Investors. Furthermore, these reporting requirements may apply to underlying entities in which the Fund invests, and the Fund may not have control over whether such entities comply with the reporting regime. Such withheld amounts that are allocable to an investor may, in accordance with the Constituent Documents, be deemed to have been distributed to such investor to the extent that the taxes reduce the amount otherwise distributable to such investor. The Constituent Documents also contain provisions which enable the Investment Manager in certain circumstances to treat an investor as a defaulting investor in the event that the investor fails to provide any information requested by the Investment Manager. Potential investors should consult their own tax advisors regarding all aspects of this legislation in light of their particular circumstances.

Common Reporting Standard

The OECD Common Reporting Standard for Automatic Exchange of Financial Account Information (CRS) require certain financial institutions such as banks and other deposit-taking institutions, custodial institutions, investment entities, and specified insurance companies resident in a CRS country to report, according to a due diligence standard, financial information with respect to reportable accounts, which includes interest, dividends, account balance or value, income from certain insurance products, sales proceeds from financial assets and other income generated with respect to assets held in such accounts or payments made with respect to such accounts.

Reportable accounts include accounts held by individuals and entities (which includes trusts and foundations) with fiscal residence in another CRS country. The standard includes a requirement to look through passive entities to report on the relevant controlling persons.

Investors may be requested to provide certain information and certifications to ensure compliance with the CRS. A jurisdiction that has signed the "CRS Competent Authority Agreement" may provide this information to other jurisdictions that have signed the CRS Competent Authority Agreement. The Australian Government has enacted legislation to give effect to the CRS.

Investors who are in any doubt as to their position should consult their professional advisers.

General tax risks

An investment in the Fund involves a number of complex tax considerations which may differ for each investor. Changes in tax legislation and their interpretation in relation to the Fund or in any of the countries in which the Fund will have investments or changes in tax treaties negotiated by those countries could adversely impact the returns achieved by the Fund. No assurance can be given regarding the actual level of taxation that may be imposed upon the Fund, its investments or investors with respect to their investments in the Fund.

While the Investment Manager will endeavour to structure the Fund's investments in a manner that is intended to achieve the Fund's investment objectives, there can be no guarantee that the structure of any investment will be tax efficient for a particular investor or that any particular tax result will be achieved.

Any investor may be required to provide such information as may reasonably be required by the Trustee or Investment Manager to enable the Fund to properly and promptly make such filings or elections as the Trustee or Investment Manager may consider desirable or as required by law. Prospective investors should consult their own tax advisers regarding the tax implications of acquiring, holding and disposing of Units.

Co-investment opportunities

The Investment Manager may offer co-investment opportunities with respect to certain investments and may allocate any such opportunities among interested parties in its sole discretion. The allocation of co- investment opportunities may involve a benefit to the Investment Manager including, without limitation, fees from the co-investment opportunity.

Follow-on investments

Following its initial investment to a borrower, the Fund (or underlying fund) may make an additional investment to such borrower. There is no assurance that the Fund (or underlying fund) will make such follow-on investments or that the Fund (or underlying fund) will have sufficient funds to make all or any of such investments. Any decision by the Investment Manager not to make follow-on investments or its inability to make such investments may have a substantial negative effect on a borrower in need of such an investment may result in a lost opportunity for the Fund (or underlying fund).

Public Disclosure

Interests in the Fund may be held by investors that are subject to public disclosure requirements. The amount of information about their investments that are required to be disclosed has increased in recent years, and that trend may continue. Disclosure of information relating to a particular investment of the Fund may adversely affect the Fund, including the Fund's ability to realise such investment and the price that the Fund is able to obtain on the realisation of such investment.

To the extent that the Investment Manager determines that information that an investor would otherwise be entitled to receive could be disclosed by such investor as a result of such investor being subject to laws in the nature of freedom of information acts, or as a result of it being a public authority or owned by a public authority or subject to public disclosure laws, statutes, statutory instruments, regulations or policies and the disclosure of such information would not be in the best interests of the Fund, the Investment Manager or other members of the Investment Manager group or any borrower, the Investment Manager shall have the right not to provide such investor with any information that such investor would otherwise be entitled to receive or have access to.

Cyber security breaches and identity theft

The Trustee's Investment Manager's, the Fund's and its service providers' information and technology systems may be vulnerable to damage or interruption from computer viruses, network failures, computer and telecommunication failures, infiltration by unauthorised persons and security breaches, usage errors by their respective professionals, power outages and catastrophic events such as fires, tornadoes, floods, hurricanes and earthquakes. While the Trustee and Investment Manager have implemented various measures to manage risks relating to these types of events if these systems are compromised, become inoperable for extended periods of time or cease to function properly, the Trustee, Investment Manager, the Fund and / or a service provider may have to make a significant investment to fix or replace them. The failure of these systems and / or of disaster recovery plans for any reason could cause significant interruptions in the Trustee's, Investment Manager's, the Fund's and / or a service provider's operations and result in a failure to maintain the security, confidentiality or privacy of sensitive data, including sensitive information relating to borrowers and personal information relating to investors (and the beneficial owners of investors). Such a failure could result in financial or other harm being suffered by investors (and the beneficial owners of investors) and could harm the Trustee's Investment Manager's, the Fund's and / or a service provider's reputation and/or operations, subject the Trustee, Investment Manager, the Fund, its service providers, borrowers and/or investors and their respective affiliates to legal claims and otherwise adversely affect their business and financial performance.

Derivatives risk

The value of a derivative is derived from the value of an underlying asset and can be highly volatile. Changes in the value of derivatives may occur due to a range of factors that include rises or falls in the value of the derivative in line with movements in the value of the underlying asset, potential liquidity of the derivative and counterparty credit risk.

ESG and Governance risk

The Investment Manager may take into account environmental, social and governance issues in the management of the Fund, Sub-Trust and/or Wholesale Funds with the intention of helping to reduce certain potential credit risks and enhance relative performance of certain asset classes. Be aware that the Investment Manager's policy may not take into account all labour standards, environmental, social and ethical considerations, and that any assessment of what is or is not such a factor and should or need not be taken into consideration is subjective. Remember that the Investment Manager's policy can change, and that investing having regard to such factors may not result in environmental, social or governance outcomes improving or desired investment outcomes being achieved. Investments may form part of the portfolio even though they do not meet such standards.

ESG Informational Risk

In evaluating an investment for the Fund, the Investment Manager will depend upon information and data provided by the obligor and/or obtained through voluntary or third-party reporting which could be incomplete, inaccurate or unavailable, and which could cause the Investment Manager to incorrectly assess a company's ESG practices and/or related risks and opportunities. The Investment Manager does not intend to independently verify certain ESG information reported by obligors or third parties. In addition, there are significant differences in interpretations of what it means for a company to have positive ESG characteristics. While the Investment Manager believes its definitions are reasonable, the portfolio decisions it makes may differ from other investors' views. Applying ESG criteria to investment decisions is qualitative and subjective by nature, and there is no guarantee that the criteria used will reflect the beliefs or values of any particular investor.

Fund risk

Risks particular to the Fund include that it could terminate, the fees and expenses could change, the Investment Manager or Trustee could be replaced, and the investment professionals could change. There is also a risk that investing in the Fund may give different results than investing directly in the underlying assets of the Fund themselves because of income or capital gains accrued in the Fund and the consequences of investment and withdrawal by other investors.

Conflicts of interest risk

The Trustee, the Investment Manager, their related bodies corporate and various service providers may from time to time act as issuer, investment manager, custodian, unit registry, administrator, to other parties or funds that have similar objectives to the Fund. It is therefore possible that any of them may have potential conflicts of interest with the Fund.

The Trustee and its related bodies corporate may invest in, directly or indirectly, or manage or advise other funds which invest in assets which might also be purchased by the Fund. Neither the Trustee or its related bodies corporate nor any person connected with it is under any obligation to offer investment opportunities to the Fund. The Trustee maintains a conflict-of-interest policy to ensure that it manages its obligations to the Fund such that all conflicts (if any) are resolved fairly.

Withdrawal risk

There may be circumstances where your ability to withdraw from the Fund is restricted. This includes (but is not limited to) where market events affect the liquidity of the assets, the Fund is no longer liquid, or investor activity has affected the Fund's ability to realise assets at an acceptable price.

7. Investing and withdrawing

Applying for units

You can acquire Units by completing the online application form (details of which can be requested from enquiries@privitycredit.com or www.privitycredit.com/funds/privity-diversified-credit-fund) or the Application Form that accompanies this PDS. The minimum initial investment amount for the fund is AUD $50,000 (or such other amount agreed with the Responsible Entity).

Completed Application Forms should be sent along with your identification documents (if applicable) to:

Attn: Apex Fund Services Pty Limited

Apex Fund Services – Unit Registry

GPO Box 4968, Sydney NSW 2001

Email: registry@apexgroup.com,

Please note that cash and cheques cannot be accepted and all applications must be made in Australian dollars.

Applying to the Fund

We reserve the right to accept or reject applications in whole or in part at our discretion. We have the discretion to delay processing applications where we believe this to be in the best interest of the Fund's investors.

The price at which units are acquired is determined in accordance with the Constitution ("Application Price"). The Application Price on a Business Day is, in general terms, equal to the NAV of the Fund attributable to Class A, divided by the number of Class A units on issue and adjusted for transaction costs ("Buy Spread"). At the date of this PDS, the Buy Spread is 0.10%. The Responsible Entity will round the Application Price to two decimal places.

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

Application cut-off times

If we receive a correctly completed Application Form, identification documents (if applicable) and cleared application money:

- before or at 2pm AET on the last Business Day of the month and your application for units is accepted, you will receive the Application Price calculated for that Business Day; or
- after 2pm AET on the Business Day of the month and your application for units is accepted, you will receive the Application Price calculated for last Business Day of the next month.

We will only start processing an application if:

- we consider that you have correctly completed the Application Form;
- you have provided us with the relevant identification documents if required; and
- we have received the application money (in cleared funds) stated in your application form.

Additional applications

You can make additional investments into the Fund at any time by sending us your additional investment amount together with a completed Additional Investment Form.

A different amount may be agreed with the Responsible Entity.

Terms and conditions for applications

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

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

Equity Trustees reserves the right to refuse any application without giving a reason. If for any reason Equity Trustees refuses or is unable to process your application to invest in the Fund, Equity Trustees will return your application money to you, subject to regulatory considerations, less any taxes or bank fees in connection with the application. You will not be entitled to any interest on your application money in this circumstance.

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

Cooling off period

No cooling off period applies to the offer made under this PDS, as the units offered under this PDS are only available to wholesale clients.

Making a withdrawal

Unitholders in the Fund can generally withdraw their investment by completing a written request to withdraw from the Fund and mailing it to:

Attn: Apex Fund Services Pty Limited

Apex Fund Services – Unit Registry

GPO Box 4968, Sydney NSW 2001

Email: registry@apexgroup.com,

The minimum withdrawal amount is AUD $50,000. Once we receive your withdrawal request, we may act on your instruction without further enquiry if the instruction bears your account number or investor details and your (apparent) signature(s), or your authorised signatory's (apparent) signature(s).

The total value of withdrawal requests received for a given month will be subject to a cap of 5% of the Fund's NAV, measured on the Fund's NAV on the last Business Day of each calendar month. Withdrawals are at the discretion of the Responsible Entity. If withdrawal requests in a given month exceed this limit, withdrawal requests will be paid in part and pro-rata across all withdrawing investors up to the value of the relevant cap. Any part of the withdrawal request that is unpaid will be cancelled.

Equity Trustees will generally allow an investor to access their investment within 21 days of the end of the calendar month by transferring the withdrawal proceeds to such investors' nominated bank account. However, the Constitution allows Equity Trustees to reject withdrawal requests and also to make payment up to 545 days after acceptance of a request (which may be extended in certain circumstances).

The price at which units are withdrawn is determined in accordance with the Constitution ("Withdrawal Price"). The Withdrawal Price on a Business Day is, in general terms, equal to the NAV of the Fund attributable to Class A, divided by the number of Class A units on issue and adjusted for transaction costs ("Sell Spread"). At the date of this PDS, the Sell Spread is

0.10%. The Withdrawal Price will vary as the market value of assets in the Fund rises or falls. The Responsible Entity will round the Withdrawal Price to two decimal places.

Equity Trustees reserves the right to fully redeem your investment if your investment balance in the Fund falls below the minimum balance as a result of processing your withdrawal request. Equity Trustees can deny a withdrawal request or suspend consideration of a withdrawal request in certain circumstances, including where accepting the request is not in the best interests of investors in the Fund or where the Fund is not liquid (as defined in the Corporations Act). When the Fund is not liquid, an investor can only withdraw when Equity Trustees makes a withdrawal offer to investors in accordance with the Corporations Act. Equity Trustees is not obliged to make such offers.

Withdrawal cut-off times

If we receive a withdrawal request:

- before 2pm AET on the last Business Day of the month and your withdrawal request is accepted, you will receive the Withdrawal Price calculated for that Business Day; or
- on or after 2pm AET on the last Business Day of the month and your withdrawal request is accepted, you will receive the Withdrawal Price calculated for the next month.

We reserve the right to accept or reject withdrawal requests in whole or in part at our discretion. We have the discretion to delay processing withdrawal requests where we believe this to be in the best interest of the Fund's investors.

Access to funds

Except where the Fund is not liquid (see below), the Responsible Entity will generally allow investors to access their funds within 21 days after the end of the calendar month.

However, the Constitution of the Fund allows the Responsible Entity to make payment up to 545 days after acceptance of a request, and this period can be extended at the discretion of Equity Trustees in accordance with the Constitution.

The Responsible Entity reserves the right to postpone the processing and payment of withdrawals for the Fund subject to the above extensions of time.

Where the Fund is not liquid (as defined in the Corporations Act) an investor does not have a right to withdraw from the Fund and can only withdraw where the Responsible Entity makes a withdrawal offer to investors in accordance with the Corporations Act. The Responsible Entity is not obliged to make such offers. The Fund will cease to be liquid if less than 80% of its assets are liquid assets. Broadly, liquid assets are money in an account or on deposit with a financial institution, bank accepted bills, marketable securities, other prescribed property and other assets that the Responsible Entity reasonably expects can be realised for their market value within the period specified in the Constitution for satisfying withdrawal requests while the Fund is liquid.

Terms and conditions for withdrawals

The minimum withdrawal amount in the Fund is AUD $50,000. Where a withdrawal request takes the balance below the minimum level $50,000, the Responsible Entity may require you to redeem the remaining balance of your investment. Equity Trustees has the right to change the minimum holding amount.

The Responsible Entity can deny a withdrawal request in whole or in part. Equity Trustees will refuse to comply with any withdrawal request if the requesting party does not satisfactorily identify themselves as the investor. Withdrawal payments will not be made to third parties (including authorised nominees), and will only be paid directly to the investor's bank account held in the name of the investor at a branch of an Australian domiciled bank. By lodging an email withdrawal request the investor releases, discharges and agrees to indemnify Equity Trustees from and against any and all losses, liabilities, actions, proceedings, account claims and demands arising from any facsimile or email withdrawal request.

You also agree that any payment made in accordance with the fax or email instructions shall be in complete satisfaction of the obligations of Equity Trustees, notwithstanding any fact or circumstance including that the payment was made without your knowledge or authority.

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

- We are not responsible or liable if you do not receive, or are late in receiving, any withdrawal money that is paid according to your instructions.
- We may contact you to check your details before processing your withdrawal request. This may cause a delay in finalising payment of your withdrawal money. No interest is payable for any delay in finalising payment of your withdrawal money.
- If we cannot satisfactorily identify you as the withdrawing investor, we may refuse or reject your withdrawal request or payment of your withdrawal proceeds will be delayed. We are not responsible for any loss you consequently suffer.

You agree that if the payment is made according to all the terms and conditions for withdrawals set out in this PDS, you and any person claiming through or under you, shall have no claim against Equity Trustees or the Investment Manager in relation to the payment. Investors will be notified of any material change to their withdrawal rights (such as any suspension of their withdrawal rights) in writing.

Distributions

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

The Fund usually distributes income monthly. Distributions are calculated effective the last day of each distribution period and are normally paid to investors as soon as practicable after the distribution calculation date.

Investors in the Fund will have their distribution directly credited to their Australian domiciled bank account.

In some circumstances, the Constitution may allow for an investor's withdrawal proceeds to be taken to include a component of distributable income.

Valuation of the Fund

The value of the investments of the Fund is generally determined on a monthly basis. The value of a unit is determined by the NAV. This is calculated by deducting from the gross value of the Fund assets the value of the liabilities of the Fund (not including any unitholder liability). Generally, investments will be valued on each Business Day at their market value but other valuation methods and policies may be applied by Equity Trustees if appropriate or if otherwise required by law or applicable accounting standards. The Application Price of a Class A unit in the Fund is based on the NAV of the Fund attributable to Class A divided by the number

of Class A units on issue. The Responsible Entity can also make an allowance for transaction costs required for buying investments when an investor acquires units; this is known as the Buy Spread.

The Buy/Sell Spread can be altered by the Responsible Entity at any time and www.privitycredit.com/funds/privity-diversified-credit-fund will be updated as soon as practicable to reflect any change.

Refer to Section 9 for additional information.

Joint account operation

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

Authorised signatories

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

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

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

If you do appoint an authorised signatory:

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

Electronic instructions

If an investor instructs Equity Trustees by electronic means, such as email, the investor releases Equity Trustees from and indemnifies Equity Trustees against, all losses and liabilities arising from any payment or action Equity Trustees makes based on any instruction (even if not genuine) that Equity Trustees receives by an electronic communication bearing the investor's investor code and which appears to indicate to Equity Trustees that the communication has been provided by the investor e.g. a signature which is apparently the investor's and that of an authorised signatory for the investment or an email address which is apparently the investor's. The investor also agrees that neither they nor anyone claiming through them has any claim against Equity Trustees or the Fund in relation to such payments or actions. There is a risk that a fraudulent withdrawal request can be made by someone who has access to an investor's investor code and a copy of their signature or email address. Please take care.

8. Keeping track of your investment

Complaints resolution

Equity Trustees has an established complaints handling process and is committed to properly considering and resolving all complaints. If you have a complaint about your investment, please contact us on:

Phone: 1300 133 472
Post: Equity Trustees Limited
GPO Box 2307, Melbourne VIC 3001
Email: compliance@eqt.com.au

We will acknowledge receipt of the complaint within 1 Business Day or as soon as possible after receiving the complaint. We will seek to resolve your complaint as soon as practicable but not more than 30 calendar days after receiving the complaint.

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

Contact details are:
Online: www.afca.org.au
Phone: 1800 931 678
Email: info@afca.org.au
Post: GPO Box 3, Melbourne VIC 3001.

The external dispute resolution body is established to assist you in resolving your complaint where you have been unable to do so with us. However, it's important that you contact us first.

Reports

We will make the following statements available to all investors;

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

The latest annual report will be available online from www.privitycredit.com/funds/privity-diversified-credit-fund.

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

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

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

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

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

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

Copies of these documents lodged with ASIC in relation to the Fund may be obtained through ASIC's website at www.asic.gov.au.

9. Fees and other costs

DID YOU KNOW?

Small differences in both investment performance and fees and costs can have a substantial impact on your long-term returns.

For example, total annual fees and costs of 2% of your investment balance rather than 1% could reduce your final return by up to 20% over a 30-year period (for example, reduce it from $100,000 to $80,000).

You should consider whether features such as superior investment performance or the provision of better member services justify higher fees and costs.

You may be able to negotiate to pay lower fees. Ask the Fund or your financial adviser.

TO FIND OUT MORE

If you would like to find out more, or see the impact of the fees based on your own circumstances, the **Australian Securities and Investments Commission (ASIC)** Moneysmart website (www.moneysmart.gov.au) has a managed funds fee calculator to help you check out different fee options.

Fees and other costs

This section shows fees and other costs that you may be charged. These fees and costs may be deducted from your money, from the returns on your investment or from the assets of the managed investment scheme as a whole.

Taxes are set out in another part of this document. You should read all the information about fees and costs because it is important to understand their impact on your investment.

Fees and Costs Summary

Privity Diversified Credit Fund Class A		
Type of fee or cost	Amount	How and when paid
Ongoing annual fees and costs[1]		
Management fees and costs The fees and costs for managing your investment	1.64% of the NAV of Class A, comprising: • Management fee component: 1.40% p.a. of the NAV of the Class; and • Indirect costs and other expenses component: 0.24% p.a. of the NAV of the Class. [2]	The management fees component of management fees and costs are accrued monthly and paid from the Class monthly in arrears and reflected in the unit price. Otherwise, the fees and costs are variable and deducted and reflected in the unit price of the Class as they are incurred. The management fees component of management fees and costs can be negotiated. Please see "Differential fees" in the "Additional Explanation of Fees and Costs" for further information.
Performance fees Amounts deducted from your investment in relation to the performance of the product	0.22% of the NAV of the Class[3]	Performance fees are calculated monthly and paid monthly in arrears from the Fund and reflected in the unit price.
Transaction costs The costs incurred by the scheme when buying or selling assets	0.00% of the NAV of the Class[2]	Transaction costs are variable and deducted from the Class as they are incurred and reflected in the unit price. They are disclosed net of amounts recovered by the Buy-Sell Spread. Any transaction costs at the interposed vehicle level are reflected in the value of the Fund's investment in the relevant interposed vehicle, and therefore reflected in the unit price.
Member activity related fees and costs (fees for services or when your money moves in or out of the scheme)		
Establishment fee The fee to open your investment	Not applicable	Not applicable
Contribution fee The fee on each amount contributed to your investment	Not applicable	Not applicable

Privity Diversified Credit Fund Class A		
Buy-sell spread An amount deducted from your investment representing costs incurred in transactions by the scheme	0.10% upon entry and 0.10% upon exit	These costs are an additional cost to the investor but are incorporated into the unit price and arise when investing application monies and funding withdrawals from the Class and are not separately charged to the investor. The Buy Spread is paid into the Class as part of an application and the Sell Spread is left in the Class as part of a redemption.
Withdrawal fee The fee on each amount you take out of your investment	Not applicable	Not applicable
Exit fee The fee to close your investment	Not applicable	Not applicable
Switching fee The fee for changing investment options	Not applicable	Not applicable

[1] All fees quoted above are inclusive of Goods and Services Tax (GST) and net of any Reduced Input Tax Credits (RITC) that may be available to the Fund. See below for more details as to how the relevant fees and costs are calculated.

[2] The indirect costs component of management fees and costs and transaction costs is based on a reasonable estimate of the costs for the current financial year to date, adjusted to reflect a 12 month period. Please see "Additional Explanation of Fees and Costs" below.

[3] This represents the performance fee of the Fund which is payable as an expense of the Fund to the Investment Manager. The performance fee is calculated by reference to a reasonable estimate of the performance fee for the current financial year, adjusted to reflect a 12-month period. See "Performance fees" below for more information.

Additional Explanation of Fees and Costs

Management fees and costs

The management fees and costs include amounts payable for administering and operating the Fund, investing the assets of the Fund, expenses and reimbursements in relation to the Fund and indirect costs if applicable.

Management fees and costs do not include performance fees or transaction costs, which are disclosed separately.

The management fees component of management fees and costs of 1.40% p.a. of the NAV of the Class is payable to the Responsible Entity of the Fund for managing the assets and overseeing the operations of the Fund. The management fees component is accrued monthly and paid from the Class monthly in arrears and reflected in the unit price. As at the date of this PDS, the management fees component covers certain ordinary expenses such as Responsible Entity fees, investment management fees, custodian fees, and administration and audit fees.

The indirect costs and other expenses component of 0.24% p.a. of the NAV of the Fund may include other ordinary expenses of operating the Fund, as well as management fees and costs (if any) arising from interposed vehicles in or through which the Fund invests and the costs of investing in over-the-counter derivatives to gain investment exposure to assets or implement the Fund's investment strategy. The indirect costs and other expenses component is variable and reflected in the unit price of the Class as the relevant fees and costs are incurred. They are borne by investors, but they are not paid to the Responsible Entity or Investment Manager. The indirect costs and other expenses component is based on a reasonable estimate of the costs for the current financial year to date, adjusted to reflect a 12 month period.

In relation to the costs that have been estimated, they have been estimated on the basis of information that has been provided by an interposed vehicle and adjusted for our calculations.

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

Performance fees

Performance fees include amounts that are calculated by reference to the performance of the Class. The performance fees for the Class are 15% of the increase in NAV of the Fund over hurdle rate of RBA Cash Rate + 3.00%.

In respect of the Class being first offered in the current financial year, the performance fee figure that is disclosed in the Fees and Costs Summary is calculated by reference to a reasonable estimate of the performance fee for the current financial year, adjusted to reflect a 12 month period.

In relation to the performance fees that have been estimated, they have been estimated on the basis of relevant information for a similar investment offering in the market.

In terms of the performance fees payable to the Investment Manager, a performance fee is payable where the investment performance of the Class exceeds RBA Cash Rate + 3%.

Please note that the performance fees disclosed in the Fees and Costs Summary is not a forecast as the actual performance fee for the current and future financial years may differ. The Responsible Entity cannot guarantee that performance fees will remain at their previous level or that the performance of the Class will outperform the Benchmark.

It is not possible to estimate the actual performance fee payable in any given period, as we cannot forecast what the performance of the Class will be. Information on current performance fees will be updated from time to time and available at **www.eqt.com.au/insto**.

Performance fee example

The below is an example of the Performance fee expense using annualised percentage calculations over the Performance fee period. The actual Performance fee will be payable monthly.

Assumptions:

- The Fund's performance hurdle for the performance fee period is RBA Cash Rate (assumed 4.00%) + 3.00% p.a.
- the Fund's 'investment return' for the performance fee period is 8.46%;
- the Fund's 'investment return' for the performance fee period is assumed to accrue evenly over the course of the performance fee period; and
- the Fund's performance fee rate is 15.00% of outperformance above the hurdle.

On the basis of the above assumptions and if you had an investment in the Fund of $50,000 at the beginning of the performance fee period and no withdrawals were effected during the performance fee period, your investment would bear a performance fee expense of approximately $110 (Based on outperformance of 0.0146 above 'performance hurdle' x performance fee 15% x $50,000 investment = $110) for the performance fee period.

Please note that the 'investment return' specified in this example:

- is only an example to assist investors to understand the effect of the performance fee expense on the investment return of the Fund; and
- is not a forecast of the expected investment return for the Fund.

Transaction costs

In managing the assets of the Fund, the Fund may incur transaction costs such as brokerage, buy-sell spreads in respect of the underlying investments of the Fund, settlement costs, clearing costs and applicable stamp duty when assets are bought and sold, and the costs of over-the-counter derivatives that reflect transaction costs that would arise if the Fund held the ultimate reference assets, as well as the costs of over-the-counter derivatives used for hedging purposes. Transaction costs also include costs incurred by interposed vehicles in which the Fund invests (if any), that would have been transaction costs if they had been incurred by the Fund itself. Transaction costs are an additional cost to the investor where they are not recovered by the Buy/Sell Spread, and are generally incurred when the assets of the Fund are changed in connection with day-to-day trading or when there are applications or withdrawals which cause net cash flows into or out of the Fund.

The Buy/Sell Spread that is disclosed in the Fees and Costs Summary is a reasonable estimate of transaction costs that the Class will incur when buying or selling assets of the Class. These costs are an additional cost to the investor but are incorporated into the unit price and arise when investing application monies and funding withdrawals from the Class and are not separately charged to the investor. The Buy Spread is paid into the Class as part of an application and the Sell Spread is left in the Class as part of a redemption and not paid to Equity Trustees or the Investment Manager. The estimated Buy/Sell Spread is 0.10% upon entry and 0.10% upon exit. The dollar value of these costs based on an application or a withdrawal of $50,000 is $50 for each individual transaction. The Buy/Sell Spread can be altered by the Responsible Entity at any time and www.eqt.com.au/insto will be updated as soon as practicable to reflect any change. The Responsible Entity may also waive the Buy/Sell Spread in part or in full at its discretion. The transaction costs figure in the Fees and Costs Summary is shown net of any amount recovered by the Buy/Sell Spread charged by the Responsible Entity.

Transaction costs generally arise through the day-to-day trading of the Class's assets and are reflected in the Class's unit price as an additional cost to the investor, as and when they are incurred.

The gross transaction costs for the Class are 0.06% p.a. of the NAV of the Class, which is based on a reasonable estimate of the costs for the current financial year to date, adjusted to reflect a 12 month period.

In relation to the costs that have been estimated, they have been estimated on the basis of relevant information for a similar investment offering in the market. However, actual transaction costs for future years may differ.

However, actual transaction costs for future years may differ.

Can the fees change?

Yes, all fees can change without investor consent, subject to the maximum fee amounts specified in the Constitution. The current maximum management fee to which Equity Trustees is entitled is 2.00% of the GAV of the Class. However, Equity Trustees does not intend to charge that amount and will generally provide investors with at least 30 days' notice of any proposed increase to the management fees component of management fees and costs. In most circumstances, the Constitution defines the maximum level that can be charged for fees described in this PDS. Equity Trustees also has the right to recover all reasonable expenses incurred in relation to the proper performance of its duties in managing the Fund and as such these expenses may increase or decrease accordingly, without notice.

Differential fees

The Investment Manager may from time to time negotiate a different fee arrangement (by way of a rebate or waiver of fees) with certain investors who are Wholesale Clients. Please contact the Investment Manager on enquiries@privitycredit.com for further information.

Taxation

Please refer to Section 10 of the Product Disclosure Statement for further information on taxation.

Example of annual fees and costs for an investment option

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

EXAMPLE – Privity Diversified Credit Fund Class A		
BALANCE OF $50,000 WITH A CONTRIBUTION OF $5,000 DURING THE YEAR		
Contribution Fees	Nil	For every additional $5,000 you put in, you will be charged $0

EXAMPLE – Privity Diversified Credit Fund Class A		
Plus Management fees and costs	1.64% p.a.	**And**, for every $50,000 you have in the Privity Diversified Credit Fund Class A you will be charged or have deducted from your investment $820 each year
Plus Performance fees	0.22% p.a.	**And**, you will be charged or have deducted from your investment $110 in performance fees each year
Plus Transaction costs	0.00% p.a.	**And**, you will be charged or have deducted from your investment $0.00 in transaction costs
Equals Cost of Privity Diversified Credit Fund Class A		If you had an investment of $50,000 at the beginning of the year and you put in an additional $5,000 during that year, you would be charged fees and costs of: $930* **What it costs you will depend on the investment option you choose and the fees you negotiate.**

* Additional fees may apply. Please note that this example does not capture all the fees and costs that may apply to you such as the Buy/Sell Spread.

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

Warning: If you have consulted a financial adviser, you may pay additional fees. You should refer to the Statement of Advice or Financial Services Guide provided by your financial adviser in which details of the fees are set out.

ASIC provides a fee calculator on www.moneysmart.gov.au, which you may use to calculate the effects of fees and costs on account balances. The performance fees stated in this table are based on the average performance fee for the Fund over the previous five financial years. The performance of the Fund for this financial year, and the performance fees, may be higher or lower or not payable in the future. It is not a forecast of the performance of the Fund or the amount of the performance fees in the future.

The indirect costs and other expenses component of management fees and costs and transaction costs may also be based on estimates. As a result, the total fees and costs that you are charged may differ from the figures shown in the table.

10. Taxation

Taxation

The following information summarises some of the Australian taxation issues you may wish to consider before making an investment in the Fund and assumes that you hold your investment in the Fund on capital account and are not considered to be carrying on a business of investing, trading in investments or investing for the purpose of profit making by sale. The information should be used as a guide only and does not constitute professional tax advice as individual circumstances may differ.

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

General

The Fund is an Australian resident trust for Australian tax purposes. Therefore, the Fund is required to determine its net income (taxable income) for the year of income. On the basis that investors are presently entitled (which is the intention of Equity Trustees) to the net income of the Fund (including net taxable capital gains) or will be attributed their share of assessable income, exempt income, non-assessable non-exempt income and tax offsets (i.e. credits) of the Fund and the Fund is not a public trading trust, the Fund should be treated as a flow-through trust for tax purposes. This means that investors should be taxed on their share of the Fund's net taxable income or the amount attributed to them, and the Fund should generally not be liable to pay Australian income tax.

In the case where the Fund makes a loss for Australian tax purposes, the Fund cannot distribute the tax loss to investors. However, the tax loss may be carried forward by the Fund for offset against taxable income of the Fund in subsequent years, subject to the operation of the trust loss rules.

Attribution Managed Investment Trust ("AMIT") – core rules

The Fund may qualify as an Attribution Managed Investment Trust (AMIT), and if so, intends to elect into the AMIT regime. The AMIT legislation applies an attribution model whereby Equity Trustees as the Responsible Entity of the Fund 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.

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), unders and overs may arise. Unders and overs will generally be carried forward and adjusted in the year of discovery.

Tax statements: The Responsible Entity will provide an AMIT Member Annual ("AMMA") Statement to Unitholders for the income year with details of the amounts attributed to the Unitholder (known as "determined member components").

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 AMMA statement.

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 (e.g. failure to comply with certain AMIT rules), specific penalties may be imposed.

The AMIT rules are 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.

Deemed Capital Gains Tax ("CGT") Election

Eligible managed investment trusts ("MITs") may make an election to apply a deemed capital account treatment for gains and losses on disposal of certain eligible investments (including equities and units in other trusts but excluding debt securities and similar instruments). Where the election is made the Fund should hold its eligible investments on capital account and gains/(losses) from the disposal of eligible investments should be treated as capital gains/(losses). Capital gains arising on the disposal of eligible investments held for 12 months or greater may be eligible to be treated as discount capital gains.

Where the CGT election is not made, the Fund should hold its eligible investments on revenue account and gains/(losses) from the disposal of eligible investments should be treated as revenue gains or losses.

Controlled Foreign Company ("CFC") Provisions

There are certain tax rules (i.e. the CFC provisions) which may result in assessable income arising in the Fund in relation to investments in foreign equities, where certain control thresholds are met. If such interests were to be held at the end of the income year, the taxable income of the Fund may include a share of net income and gains (i.e. CFC attributable income) from such investments.

Taxation of Financial Arrangements ("TOFA")

The TOFA rules may apply to certain "financial arrangements" held by the Fund. In broad terms, the TOFA regime seeks to recognise "sufficiently certain" returns on certain financial arrangements on an accruals basis for tax purposes rather than on a realisation basis.

Taxation Reform

The tax information included in this PDS is based on the taxation legislation and administrative practice as at the issue date of this PDS, together with proposed changes to the taxation legislation as announced by the Government. However, the Australian tax system is in a continuing state of reform, and based on the Government's reform agenda, it is likely to escalate rather than diminish. Any reform of a tax system creates uncertainty as to the full extent of announced reforms, or uncertainty as to the meaning of new law that is enacted pending interpretation through the judicial process. These reforms may impact on the tax position of the Fund and its investors. Accordingly, it will be necessary to closely

monitor the progress of these reforms, and investors should seek their own professional advice, specific to their own circumstances, of the taxation implications of investing in the Fund.

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 Responsible Entity 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 Equity Trustees to apply it in respect of all the investor's investments with Equity Trustees. If the investor does not want to quote their TFN or ABN for some investments, Equity Trustees should be advised.

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 Responsible Entity will claim on behalf of the Fund a proportion of this GST as a reduced input tax credit ("RITC") or input tax credit ("ITC"). Unless otherwise stated, fees and charges quoted in this PDS are inclusive of GST and take into account any available RITCs. The Fund may be entitled to as yet undetermined additional ITCs on the fees, charges or costs incurred. If the Responsible Entity is unable to claim RITCs or ITCs on behalf of the Fund, the remaining GST will be a cost to the Fund.

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 unit holding.

Australian Taxation of Australian Resident Investors

Distributions

For each year of income, each Australian resident investor will be required to include within their own tax calculations and tax return filings the assessable income, exempt income, non-assessable non-exempt income and tax offsets (i.e. credits) of the Fund attributed to them by Equity Trustees as the Responsible Entity of the Fund.

The tax consequences for investors in the Fund depends on the tax components of assessable income, exempt income, non-assessable non-exempt income and tax offsets (i.e. credits) of the Fund attributed to them.

Investors will receive an Annual Tax Statement (or an "AMMA" for an AMIT) detailing all relevant taxation information concerning attributed amounts and cash distributions, including any Foreign Income Tax Offset ("FITO") and franking credit entitlements, returns of capital, assessable income, and any downwards cost base adjustment in the capital gains tax cost base of their units in the Fund (or potentially upwards cost base adjustments in the capital gains tax cost base of their units in the case of an AMIT).

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 which 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.

Foreign Income

The Fund may derive foreign source income that is subject to tax overseas, for example withholding tax. Australian resident investors should include their share of both the foreign income and the amount of the foreign tax withheld in their assessable income. In such circumstances, investors may be entitled to a FITO for the foreign tax paid, against the Australian tax payable on the foreign source income. To the extent the investors do not have sufficient overall foreign source income to utilise all of the FITOs relevant to a particular year of income, the excess FITOs cannot be carried forward to a future income year.

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 facts and circumstances. As noted above, proceeds on disposal may include a component of distributable income. Generally, in calculating the taxable amount of a capital gain, a discount of 50% for individuals and trusts or 33 & 1/3% for complying Australian superannuation funds may be allowed where the units in the Fund have been held for 12 months or more. No CGT discount is available to corporate investors.

Any capital losses arising from the disposal of the investment may be used to offset other capital gains the investor may have derived. Net capital losses may be carried forward for offset against capital gains of subsequent years but may not be offset against ordinary income.

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 Equity Trustees as the Responsible Entity of the Fund to non-resident investors.

Australian withholding tax may be withheld from 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 CGT taxable Australian 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 capital gains tax on the disposal of units in the Fund unless the units were capital

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 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. We recommend that non-resident investors seek independent tax advice in relation to the tax consequences of the disposal of their units.

11. Other important information

Consent

The Investment Manager, Administrator and Custodian have given and, as at the date of this PDS, have not withdrawn:

- their written consent to be named in this PDS as the investment manager, administrator and custodian of the Fund respectively; and
- their written consent to the inclusion of the statements made about them and the Fund which are specifically attributed to them, in the form and context in which they appear.

The Investment Manager, Administrator and the Custodian have not otherwise been involved in the preparation of this PDS or caused or otherwise authorised the issue of this PDS. Neither the Investment Manager, the Administrator, the Custodian nor their employees or officers accept any responsibility arising in any way for errors or omissions, other than those statements for which it has provided its written consent to Equity Trustees for inclusion in this PDS.

Constitution of the Fund

You will be issued units in the Fund when you invest. Subject to the rights, obligations and restrictions of a class, each unit represents an equal undivided fractional beneficial interest in the assets of the Fund as a whole subject to liabilities, but does not give you an interest in any particular property of the Fund.

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

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

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

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

- how we calculate unit prices, the maximum amount of fees we can charge and expenses we can recover;
- when we can amend the Constitution - generally we can only amend the Constitution where we reasonably believe that the changes will not adversely affect investors' rights. Otherwise the Constitution can only be amended if approved at a meeting of investors;
- when we can retire as the Responsible Entity of the Fund - which is as permitted by law;
- when we can be removed as the Responsible Entity of the Fund - which is when required by law; and
- our broad powers to invest, borrow and generally manage the Fund.

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

For example, we can be reimbursed for any liabilities we incur in connection with the proper performance of our powers and duties in respect of the Fund.

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

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

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

Non-listing of units

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

Termination of the Fund

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

Our legal relationship with you

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

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

To the extent that any contract or obligation arises in connection with the acceptance by Equity Trustees of an application or reliance on this PDS by an investor, any amendment to the Constitution may vary or cancel that contract or obligation. Further, that contract or obligation may be varied or cancelled by a deed executed by Equity Trustees with the approval of a special resolution of investors, or without that approval if Equity Trustees considers the variation or cancellation will not materially adversely affect investor's rights.

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

Compliance plan

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

Unit pricing discretions policy

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

Indemnity

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

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

Australia's AML/CTF laws require Equity Trustees to adopt and maintain a written AML/CTF Program. A fundamental part of the AML/CTF Program is that Equity Trustees must hold up-to-date information about investors (including beneficial owner information) in the Fund.

To meet this legal requirement, we need to collect certain identification information (including beneficial owner information) and documentation ("KYC Documents") from new investors. Existing investors may also be asked to provide KYC Documents as part of an ongoing customer due diligence/verification process to comply with AML/CTF laws. If applicants or investors do not provide the applicable KYC Documents when requested, Equity Trustees may be unable to process an application, or may be unable to provide products or services to existing investors until such time as the information is provided.

In order to comply with AML/CTF Laws, Equity Trustees may also disclose information including your personal information that it holds about the applicant, an investor, or any beneficial owner, to its related bodies corporate or service providers, or relevant regulators of AML/CTF Laws (whether inside or outside Australia). Equity Trustees may be prohibited by law from informing applicants or investors that such reporting has occurred.

Equity Trustees and the Investment Manager shall not be liable to applicants or investors for any loss you may suffer because of compliance with the AML/CTF laws.

Common Reporting Standard ("CRS")

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

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

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

Information on underlying investments

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

Foreign Account Tax Compliance Act ("FATCA")

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

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

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

Your privacy

The Australian Privacy Principles contained in the Privacy Act 1988 (Cth) ("Privacy Act") regulate the way in which we collect, use, disclose, and otherwise handle your personal information. Equity Trustees is committed to respecting and protecting the privacy of your personal information, and our Privacy Policy details how we do this.

It is important to be aware that, in order to provide our products and services to you, Equity Trustees may need to collect personal information about you and any other individuals associated with the product or service offering. In addition to practical reasons, this is necessary to ensure compliance with our legal and regulatory obligations (including under the Corporations Act, the AML/CTF Act and taxation legislation). 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).

You must therefore ensure that any personal information you provide to Equity Trustees is true and correct in every detail. If any of this personal information (including your contact

details) changes, you must promptly advise us of the changes in writing. While we will generally collect your personal information from you, your broker or adviser or the Investment Manager and Administrator directly, we may also obtain or confirm information about you from publicly available sources in order to meet regulatory obligations.

In terms of how we deal with your personal information, Equity Trustees will use it for the purpose of providing you with our products and services and complying with our regulatory obligations. Equity Trustees may also disclose it to other members of our corporate group, or to third parties who we work with or engage for these same purposes. Such third parties may be situated in Australia or offshore, however we take reasonable steps to ensure that they will comply with the Privacy Act when collecting, using or handling your personal information.

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

- stockbrokers, financial advisers or adviser dealer groups, their service providers and/or any joint holder of an investment;
- those providing services for administering or managing the Fund, including the Investment Manager, Custodian and Administrator, auditors, or those that provide mailing or printing services;
- our other service providers;
- regulatory bodies such as ASIC, ATO, APRA and AUSTRAC; and
- other third parties who you have consented to us disclosing your information to, or to whom we are required or permitted by law to disclose information to.

Equity Trustees or the Investment Manager may from time to time provide you with direct marketing and/or educational material about products and services they believe may be of interest to you. You have the right to "opt out" of such communications by contacting us using the contact details below. In addition to the above information, Equity Trustees' Privacy Policy contains further information about how we handle your personal information, and how you can access information held about you, seek a correction to that information, or make a privacy-related complaint. Full details of Equity Trustees' Privacy Policy are available at www.eqt.com.au. You can also request a copy of the Policy by contacting Equity Trustees' Privacy Officer on +61 3 8623 5000 or by email to privacy@eqt.com.au.

12. Glossary of important terms

AFSL

Australian Financial Services Licence.

Application Form

The Application Form that accompanies this PDS.

ASIC

Australian Securities and Investments Commission

Application Form

The Application Form that accompanies the PDS.

ASIC

Australian Securities and Investments Commission.

ATO

Australian Taxation Office.

AUSTRAC

Australian Transaction Reports and Analysis Centre.

Asset-Backed Loans

Asset-backed loans refer to loans secured by a pool of assets such as loans or receivables. Typically, they are used to finance income-generating assets.

Asset-backed securities (ABS) warehouses are a form of asset-backed loans. ABS warehouses transfer the income-producing assets of a business into a special purpose vehicle, effectively isolating those assets from the operational risks of the underlying business. The asset-backed loan is provided directly to the special purpose vehicle (into the warehouse, thereby loaning to an income-producing asset pool only without liabilities. This lowers the risk of lending as the lender is not exposed to the borrower's operational risks.

Business Day

A day other than Saturday or Sunday on which banks are open for general banking business in Sydney, NSW.

Buy/Sell Spread

The difference between the application price and withdrawal price of units in the Fund, which reflects the estimated transaction costs associated with buying or selling the assets of the Fund, when investors invest in or withdraw from the Fund.

Constitution

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

Corporations Act

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

Derivative

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

Direct Corporate Loans

Direct corporate loans refer to capital provided directly to businesses without the intermediation of a third-party lender, such as a bank. These loans are typically arranged between the borrowing corporation and the lender through private negotiations, often resulting in customized terms and conditions tailored to the borrower's specific financial needs and risk profile.

Equity Trustees

Equity Trustees Limited (ABN 46 004 031 298) which holds an AFSL No. 240975.

Fund

Privity Diversified Credit Fund

GST

Goods and Services Tax.

Investment Manager

Privity Credit Pty Ltd (ABN 64 622 234 315 CAR No 1269259 as

authorised representative of Sandford Capital Pty Limited ABN 82 600 590 887 AFSL 461981)

ITC

Input Tax Credit. Equity Trustees will claim input tax credits where applicable to reduce the cost of GST to the Fund.

Liquid Credit

Liquid credit refers to credit instruments or debt securities that are actively traded in the public and private markets and can be quickly converted into cash or easily traded. These instruments typically include high-rated corporate bonds, government bonds, and other short-term debt securities with high levels of market liquidity.

Net Asset Value (NAV)

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

PDS

This Product Disclosure Statement, issued by Equity Trustees.

Privity Credit

Privity Credit Pty Ltd (ABN 64 622 234 315 CAR No 1269259 as

authorised representative of Sandford Capital Pty Limited ABN 82 600 590 887 AFSL 461981)

Responsible Entity

Equity Trustees Limited.

Retail Client

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

Reserve Bank

Reserve Bank of Australia

RITC

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

Sub-Trust

Means Privity Private Credit Fund.

US Person

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

(a)any citizen of, or natural person resident in, the US, its territories or possessions; or

(b)any corporation or partnership organised or incorporated under any laws of or in the US or of any other jurisdiction if formed by a US Person (other than by accredited investors who are not natural persons, estates or trusts) principally for the purpose of investing in securities not registered under the US Securities Act of 1933; or

(c)any agency or branch of a foreign entity located in the US; or

(d)a pension plan primarily for US employees of a US Person; or

(e)a US collective investment vehicle unless not offered to US Persons; or

(f)any estate of which an executor or administrator is a US Person (unless an executor or administrator of the estate who is not a US Person has sole or substantial investment discretion over the assets of the estate and such estate is governed by non-US law) and all the estate income is non-US income not liable to US income tax; or

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

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

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

Unit

Class A units in the Fund.

Wholesale Client

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

Wholesale Fund

Means Privity Private Lending Trust and any other wholesale fund managed by the Investment Manager in which the Fund or Sub-Trust invests.

PRIVITY CREDIT

PRIVITY DIVERSIFIED CREDIT FUND – CLASS A

APPLICATION FORM

This application form accompanies the Product Disclosure Statement (PDS)/Information Memorandum (IM) relating to units in the following product/s issued by Equity Trustees Limited (ABN 46 004 031 298, AFSL 240975). The PDS/IM contains information about investing in the Fund/Trust. You should read the PDS/IM in its entirety before applying.

- Privity Diversified Credit Fund – Class A

The law prohibits any person passing this Application Form on to another person unless it is accompanied by a complete PDS/IM.

- If completing by hand, use a black or blue pen and print within the boxes in BLOCK LETTERS, if you make a mistake, cross it out and initial. DO NOT use correction fluid
- The investor(s) must complete and sign this form
- Keep a photocopy of your completed Application Form for your records

U.S. Persons: This offer is not open to any U.S. Person. Please refer to the PDS/IM for further information.

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

We are required to collect certain information to comply with FATCA and CRS, please ensure you complete section 7.

If investing with an authorised representative, agent or financial adviser

Please ensure you, your authorised representative, agent and/or financial adviser also complete Section 6.

Provide certified copies of your identification documents

Please refer to section 9 on AML/CTF Identity Verification Requirements.

Send your documents & make your payment

See section 2 for payment options and where to send your application form.

SECTION 1 – ARE YOU AN EXISTING INVESTOR IN THE FUND/TRUST AND WISH TO ADD TO YOUR INVESTMENT?

Do you have an existing investment in the Fund/Trust and the information provided remains current and correct?

☐ **Yes**, if you can tick both of the boxes below, complete Sections 2 and 8

- ☐ I/We confirm there are no changes to our identification documents previously provided and that these remain current and valid.
- ☐ I/We confirm there have been no changes to our FATCA or CRS status

Existing investor number: _____

If there have been changes in your identification documents or FATCA/CRS status since your last application, please complete the full Application Form as indicated below.

☐ **No**, please complete sections relevant to you as indicated below:

Investor Type:

- ☐ **Individuals/Joint:** complete section 2, 3, 6 (if applicable), 7, 8 & 9
- ☐ **Companies:** complete section 2, 4, 6 (if applicable), 7, 8 & 9
- ☐ **Custodians on behalf of underlying clients:** complete section 2, 4, 5, 5.1, 6 (if applicable), 7, 8 & 9
- ☐ **Trusts/superannuation funds:**
  - with an individual trustee – complete sections 2, 3, 5, 6 (if applicable), 7, 8 & 9
  - with a company as a trustee – complete sections 2, 4, 5, 6 (if applicable), 7, 8 & 9

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

SECTION 2 – INVESTMENT DETAILS

Investment to be held in the name(s) of (must include name(s) of investor(s))

Postal address

Suburb | State | Postcode | Country

Email address | Contact no.

FUND/TRUST NAME	APIR CODE	APPLICATION AMOUNT (AUD)
Privity Diversified Credit Fund – Class A	ETL2638AU	$

The minimum initial investment is $50,000

Distribution Instructions

☐ **Pay distributions to the bank** if you select this option your distribution will be paid to the bank account below

Investor bank details

For withdrawals and distributions (if applicable), these must match the investor(s)' name and must be an AUD-denominated bank account with an Australian domiciled bank.

Financial institution name and branch location

BSB number | Account number

Account name

Payment method

☐ Direct credit – pay to:

Financial institution name and branch location	NAB, 105 Miller Street, Sydney NSW 2000
BSB number	082-124
Account number	358553056
Account name	Equity Trustees Limited as responsible entity for the Privity Diversified Credit Fund
Reference	<Investor Name>

Source of investment

Please indicate the source of the investment amount (e.g. retirement savings, employment income):

Send your completed Application Form to:

Apex Fund Services – Unit Registry
GPO BOX 4968, Sydney NSW 2001
Or Email: registry@apexgroup.com

Please ensure you have completed all relevant sections and signed the Application Form

SECTION 3 – INVESTOR DETAILS – INDIVIDUALS/JOINT

Please complete if you are investing individually, jointly or you are an individual or joint trustee.

See Group A AML/CTF Identity Verification Requirements in Section 9

Investor 1

Title | First name(s) | Surname

Residential address (not a PO Box/RMB/Locked Bag)

Suburb | State | Postcode | Country

Email address
(Statements will be sent to this address, unless you elect otherwise in Section 6)

Contact no.

Date of birth (DD/MM/YYYY) / / Tax File Number* – or exemption code

Country of birth | Occupation

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

☐ No ☐ Yes, please give details:

Investor 2

Title | First name(s) | Surname

Residential address (not a PO Box/RMB/Locked Bag)

Suburb | State | Postcode | Country

Email address
(Statements will be sent to this address, unless you elect otherwise in Section 6)

Contact no.

Date of birth (DD/MM/YYYY) / / Tax File Number* – or exemption code

Country of birth | Occupation

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

☐ No ☐ Yes, please give details:

If there are more than 2 registered owners, please provide details as an attachment.

SECTION 4 – INVESTOR DETAILS – COMPANIES/CORPORATE TRUSTEE

Please complete if you are investing for a company or where the company is acting as trustee.

See Group B AML/CTF Identity Verification Requirements in Section 9

Full company name (as registered with ASIC or relevant foreign registered body)

Registered office address (not a PO Box/RMB/Locked Bag)

Suburb | State | Postcode | Country

Australian Company Number | Tax File Number* – or exemption code

Australian Business Number* (if registered in Australia) or equivalent foreign company identifier

Contact Person

Title | First name(s) | Surname

Email address
(Statements will be sent to this address, unless you elect otherwise in Section 6)

Contact no.

Principal place of business: If the principal place of business is the same as the registered office street address, state 'As above' below. Otherwise provide address details. For foreign companies registered with ASIC please provide a local agent name and address if you do not have a principal place of business in Australia.

Principal Place of Business Address (not a PO Box/RMB/Locked Bag)

Suburb | State | Postcode | Country

Registration details

Name of regulatory body | Identification number (e.g. ARBN)

Controlling Persons, Directors and Beneficial Owners

All beneficial owners who own, hold or control either directly or indirectly 25% or more of the issued capital of a proprietary or private company that is not regulated i.e. does not have an AFSL or ACLN etc., will need to provide Group A AML/CTF Identity Verification Requirements specified in Section 9. In the case of an unregulated public company not listed on a securities exchange, provide the details of the senior managing official(s) as controlling person(s) (e.g. managing director, senior executive(s) etc. who is/are authorised to sign on the company's behalf, and make policy, operational and financial decisions) in the following sections. All proprietary and private companies, whether regulated or unregulated, must provide the names of all of the directors.

Names of the Directors of a Proprietary or Private Company whether regulated or unregulated

1	2
3	4

If there are more than 4 directors, please write the other names below.

Names of the Beneficial Owners or Senior Managing Official(s)

Select:

☐ Beneficial owner 1 of an unregulated proprietary or private company; OR

☐ Senior Managing Official of an unregulated, unlisted, public (e.g. Limited) company

Title | First name(s) | Surname

Residential address (not a PO Box/RMB/Locked Bag)

Suburb | State | Postcode | Country

Date of birth (DD/MM/YYYY)

/ /

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

☐ No ☐ Yes, please give details:

Select:

☐ Beneficial owner 2 of an unregulated proprietary or private company; OR

☐ Senior Managing Official of an unregulated, unlisted, public (e.g. Limited) company

Title | First name(s) | Surname

Residential address (not a PO Box/RMB/Locked Bag)

Suburb | State | Postcode | Country

Date of birth (DD/MM/YYYY)

/ /

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

☐ No ☐ Yes, please give details:

If there are more than 2 beneficial owners or managing officials, please copy and complete this page for the other persons or alternatively, provide the additional details as an attachment.

SECTION 5 – INVESTOR DETAILS – TRUSTS/SUPERANNUATION FUNDS

Please complete if you are investing for a trust or superannuation fund.

See Group C AML/CTF Identity Verification Requirements in section 9

Full name of trust or superannuation fund

Full name of business (if any)

Country where established

Australian Business Number* (if obtained)

Tax File Number* – or exemption code

Trustee details – How many trustees are there?

☐ **Individual trustee(s)** – complete Section 3 – Investor details – Individuals/Joint

☐ **Company trustee(s)** – complete Section 4 – Investor details – Companies/Corporate Trustee

☐ **Combination** – trustee(s) to complete each relevant section

Type of Trust

☐ **Registered Managed Investment Scheme**

Australian Registered Scheme Number (ARSN)

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

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

Registration/Licence details or ABN

☐ **Other Trust** (unregulated)

Please describe

Beneficiaries of an unregulated trust

Please provide details below of any beneficiaries who directly or indirectly are entitled to an interest of 25% or more of the trust.

1	2
3	4

If there are no beneficiaries of the trust, describe the class of beneficiary (e.g. the name of the family group, class of unit holders, the charitable purpose or charity name):

Other Trust (unregulated) Continued

Settlor details

Please provide the full name and last known address of the settlor of the trust where the initial asset contribution to the trust was greater than $10,000.

☐ This information is not required if the initial asset contribution was less than $10,000, and/or

☐ This information is not required if the settlor is deceased

Settlor's full name and last known address

Beneficial owners of an unregulated trust

Please provide details below of any beneficial owner of the trust. A beneficial owner is any individual who directly or indirectly has a 25% or greater interest in the trust or is a person who exerts control over the trust. This includes the appointer of the trust who holds the power to appoint or remove the trustees of the trust.

All beneficial owners will need to provide Group A AML/CTF Identity Verification Requirements in Section 9

Beneficial owner 1 or Controlling Person 1

Select:

☐ Beneficial owner 1; OR

☐ Controlling Person – What is the role e.g. Appointer:

Title | First name(s) | Surname

Residential address (not a PO Box/RMB/Locked Bag)

Suburb | State | Postcode | Country

Date of birth (DD/MM/YYYY) / /

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

☐ No ☐ Yes, please give details:

Beneficial owner 2 or Controlling Person 2

Select:

☐ Beneficial owner 2; OR

☐ Controlling Person – What is the role e.g. Appointer:

Title | First name(s) | Surname

Residential address (not a PO Box/RMB/Locked Bag)

Suburb | State | Postcode | Country

Date of birth (DD/MM/YYYY) / /

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

☐ No ☐ Yes, please give details:

If there are more than 2 beneficial owners or controlling persons, please copy and complete this page for the other persons or alternatively, provide the additional details as an attachment.

SECTION 5.1 – CUSTODIAN ATTESTATION: CHAPTER 4, PARTS 4.4.18 AND 4.4.19 OF THE AML/CTF RULES

If you are a Company completing this Application Form on behalf of an individual, another company, a trust or other entity, in a Custodial capacity, please complete this section.

In accordance with Chapter 4, part 4.4.19 (1)(a) to (d) of the AML/CTF Rules, does the Custodian meet the definition (see 'Section 10 – Glossary') of a Custodian?

☐ No ☐ Yes

In accordance with Chapter 4, part 4.4.19 (e) of the AML/CTF Rules, do you, in your capacity as Custodian attest that prior to requesting this designated service from Equity Trustees, it has carried out and will continue to carry out, all applicable customer identification procedures on the underlying account holder named or to be named in the Fund's register, including conducting ongoing customer due diligence requirements in accordance with Chapter 15 of the AML/CTF Rules?

☐ No ☐ Yes

If you answered YES to all of the above questions, then Equity Trustees is able to apply the Chapter 4, part 4.4 Custodian rules to this account and will rely upon the customer due diligence conducted by the Custodian on the underlying account holder named or to be named in the Fund's register.

If requested to do so at any time after the provision of this designated service, the Custodian agrees to honour any reasonable request made by Equity Trustees for information or evidence about the underlying account holder in order to allow Equity Trustees to meet its obligations under the AML/CTF Act.

☐ No ☐ Yes

Excepting the below circumstances where the custodian answered NO or did not complete any of the above questions, no other information about the underlying account holder is required to be collected. However, further information about you as the Custodian and as a company is required to be collected and verified as required by the AML/CTF rules. Please complete the rest of this form for the Custodian.

Excepting circumstances:

If you answered NO or did not complete any of the above questions, then we are unable to apply the Chapter 4, part 4.4 Custodian rules to this application. We are therefore obligated to conduct full Know Your Client procedures on the underlying account holder named or to be named in the Fund's register including any named nominee, as well as the trustees, beneficial owners and controlling persons of the underlying named account in addition to the Custodian. Therefore, please complete the relevant forms and provide identity documents for all parties connected to this account.

SECTION 6 – AUTHORISED REPRESENTATIVE, AGENT AND/OR FINANCIAL ADVISER

Please complete if you are appointing an authorised representative, agent and/or financial adviser.

See Group D AML/CTF Identity Verification Requirements in Section 9

☐ I am an **authorised representative or agent** as nominated by the investor(s)

You must attach a valid authority such as Power of Attorney, guardianship order, grant of probate, appointment of bankruptcy etc. that is a certified copy. The document must be current and complete, signed by the investor or a court official and permits the authorised representative or agent to transact on behalf of the investor.

Full name of authorised representative or agent

Role held with investor(s)

Signature

Date

☐ I am a **financial adviser** as nominated by the investor

Name of adviser

AFSL number

Dealer group

Name of advisory firm

Postage address

Suburb

State

Postcode

Country

Email address

Contact no.

Financial Advice (only complete if applicable)

☐ The investor has received personal financial product advice in relation to this investment from a licensed financial adviser and that advice is current.

Financial Adviser Declaration

☐ I/We hereby declare that I/we are not a US Person as defined in the PDS/IM.

☐ I/We hereby declare that the investor is not a US Person as defined in the PDS/IM.

☐ I/We have attached the relevant CIP documents;

Signature

Date

Access to information

Unless you elect otherwise, your authorised representative, agent and/or financial adviser will also be provided access to your investment information and/or receive copies of statements and transaction confirmations. By appointing an authorised representative, agent and/or financial adviser you acknowledge that you have read and agreed to the terms and conditions in the IM relating to such appointment.

☐ Please tick this box if you DO NOT want your authorised representative, agent and/or financial adviser to have access to information about your investment.

☐ Please tick this box if you DO NOT want copies of statements and transaction confirmations sent to your authorised representative, agent and/or financial adviser.

☐ Please tick this box if you want statements and transaction confirmations sent ONLY to your authorised representative, agent and/or financial adviser.

SECTION 7 – FOREIGN ACCOUNT TAX COMPLIANCE ACT (FATCA), COMMON REPORTING STANDARD (CRS) SELF-CERTIFICATION FORM – ALL INVESTORS MUST COMPLETE

Sub-Section I – Individuals

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

1. Are you a US tax resident (e.g. US citizen or US resident)?

☐ Yes: provide your US Taxpayer Identification Number (TIN) and continue to question 2

Investor 1	
Investor 2	

☐ No: continue to question 2

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

☐ Yes: state each country and provide your TIN or equivalent (or Reason Code if no TIN is provided) for each jurisdiction below and skip to question 12

Investor 1

Country/Jurisdiction of tax residence	TIN	If no TIN available enter Reason A, B or C
1		
2		

Investor 2

Country/Jurisdiction of tax residence	TIN	If no TIN available enter Reason A, B or C
1		
2		

If more space is needed please provide details as an attachment.

☐ No: skip to question 12

Reason Code:

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

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

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

	Reason B explanation
Investor 1	
Investor 2	

Sub-Section II – Entities

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

3. Are you an Australian complying superannuation fund?

☐ Yes: skip to question 12

☐ No: continue to question 4

FATCA

4. Are you a US Person?

☐ Yes: continue to question 5

☐ No: skip to question 6

5. Are you a Specified US Person?

☐ Yes: provide your TIN below and skip to question 7

☐ No: indicate exemption type and skip to question 7

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

☐ Yes: provide your Global Intermediary Identification Number (GIIN)

If you do not have a GIIN, please provide your FATCA status below and then continue to question 7. If you are a sponsored entity, please provide your GIIN above and your sponsor's details below and then continue to question 7.

☐ Exempt Beneficial Owner, provide type below:

☐ Deemed-Compliant FFI (other than a Sponsored Investment Entity or a Trustee Documented Trust), provide type below:

☐ Non-Participating FFI, provide type below:

☐ Sponsored Entity. Please provide the Sponsoring Entity's name and GIIN:

☐ Trustee Documented Trust. Please provide your Trustee's name and GIIN:

☐ Other, provide details:

☐ No: continue to question 7

CRS

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

☐ Yes: state each country and provide your TIN or equivalent (or Reason Code if no TIN is provided) for each jurisdiction below and continue to question 8

Investor 1

Country/Jurisdiction of tax residence	TIN	If no TIN available enter Reason A, B or C
1		
2		

Investor 2

Country/Jurisdiction of tax residence	TIN	If no TIN available enter Reason A, B or C
1		
2		

If more space is needed please provide details as an attachment.

Reason Code:

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

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

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

	Reason B explanation
Investor 1	
Investor 2	

☐ No: continue to question 8

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

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

- ☐ Reporting Financial Institution
- ☐ Non-Reporting Financial Institution:
  - ☐ Trustee Documented Trust
  - ☐ Other: please specify:

☐ No: skip to question 10

9. Are you an investment entity resident in a non-participating jurisdiction for CRS purposes and managed by another financial Institution?

☐ Yes: skip to question 11

☐ No: skip to question 12

Non-Financial Entities

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

☐ Yes: specify the type of Active NFE below and skip to question 12:

☐ Less than 50% of the entity's gross income from the preceding calendar year is passive income (e.g. dividends, distribution, interests, royalties and rental income) and less than 50% of its assets during the preceding calendar year are assets held for the production of passive income

☐ Corporation that is regularly traded or a related entity of a regularly traded corporation

Provide name of Listed Entity:

and exchange on which traded:

☐ Governmental Entity, International Organisation or Central Bank

☐ Other: please specify:

☐ No: you are a Passive Non-Financial Entity (Passive NFE). Continue to question 11

Controlling Persons

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

- Is any natural person that exercises control over you (for corporations, this would include directors or beneficial owners who ultimately own 25% or more of the share capital) a tax resident of any country outside of Australia?
- If you are a trust, is any natural person including trustee, protector, beneficiary, settlor or any other natural person exercising ultimate effective control over the trust a tax resident of any country outside of Australia?
- Where no natural person is identified as exercising control of the entity, the controlling person will be the natural person(s) who holds the position of senior managing official.

☐ Yes. provide controlling person information below:

Controlling person 1

Title | First name(s) | Surname

Residential address (not a PO Box/RMB/Locked Bag)

Suburb | State | Postcode | Country

Date of birth (DD/MM/YYYY) / /

Country/Jurisdiction of tax residence	TIN	If no TIN available enter Reason A, B or C
1		
2		

Controlling person 2

Title | First name(s) | Surname

Residential address (not a PO Box/RMB/Locked Bag)

Suburb | State | Postcode | Country

Date of birth (DD/MM/YYYY) / /

Country/Jurisdiction of tax residence	TIN	If no TIN available enter Reason A, B or C
1		
2		

If there are more than 2 controlling persons, please provide details as an attachment.

Reason Code:

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

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

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

	Reason B explanation
Investor 1	
Investor 2	

☐ No: continue to question 12

12. Signature and Declaration – ALL investors must sign

☐ I undertake to provide a suitably updated self-certification within 30 days of any change in circumstances which causes the information contained herein to become incorrect.

☐ I declare the information above to be true and correct.

Investor 1

Name of individual/entity

Name of authorised representative

Signature

Date

Investor 2

Name of individual/entity

Name of authorised representative

Signature

Date

SECTION 8 – DECLARATIONS – ALL INVESTORS MUST COMPLETE

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

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

- I/We have received the IM and made this application in Australia (and/or New Zealand for those offers made in New Zealand).
- I/We have read the IM to which this Application Form applies and agree to be bound by the terms and conditions of the IM and the Constitution of the Fund in which I/we have chosen to invest.
- I/we have carefully considered the features of Fund as described in the IM (including its investment objectives, minimum suggested investment timeframe, risk level, withdrawal arrangements and investor suitability) and, after obtaining any financial and/or tax advice that I/we deemed appropriate, am/are satisfied that my/our proposed investment in the Fund is consistent with my/our investment objectives, financial circumstances and needs.*
- I/We have considered our personal circumstances and, where appropriate, obtained investment and/or taxation advice.
- I/We hereby declare that I/we are not a US Person as defined in the IM.
- I/We acknowledge that (if a natural person) I am/we are 18 years of age or over and I am/we are eligible to hold units in the Fund in which I/We have chosen to invest.
- I/We acknowledge and agree that Equity Trustees has outlined in the IM provided to me/us how and where I/we can obtain a copy of the Equity Trustees Group Privacy Statement.
- I/We consent to the transfer of any of my/our personal information to external third parties including but not limited to fund administrators, fund investment manager(s) and related bodies corporate who are located outside Australia for the purpose of administering the products and services for which I/we have engaged the services of Equity Trustees or its related bodies corporate and to foreign government agencies for reporting purposes (if necessary).
- I/we hereby confirm that the personal information that I/we have provided to Equity Trustees is correct and current in every detail, and should these details change, I/we shall promptly advise Equity Trustees in writing of the change(s).
- I/We agree to provide further information or personal details to the Responsible Entity if required to meet its obligations under anti-money laundering and counter-terrorism legislation, US tax legislation or reporting legislation and acknowledge that processing of my/our application may be delayed and will be processed at the unit price applicable for the Business Day as at which all required information has been received and verified.
- If I/we have provided an email address, I/we consent to receive ongoing investor information including PDS/IM information, confirmations of transactions and additional information as applicable via email.
- I/We acknowledge that Equity Trustees does not guarantee the repayment of capital or the performance of the Fund or any particular rate of return from the Fund.
- I/We acknowledge that an investment in the Fund is not a deposit with or liability of Equity Trustees and is subject to investment risk including possible delays in repayment and loss of income or capital invested.
- I/We acknowledge that Equity Trustees is not responsible for the delays in receipt of monies caused by the postal service or the investor's bank.
- If I/we lodge a fax application request, I/we acknowledge and agree to release, discharge and agree to indemnify Equity Trustees from and against any and all losses, liabilities, actions, proceedings, account claims and demands arising from any fax application.
- If I/we have completed and lodged the relevant sections on authorised representatives, agents and/or financial advisers on the Application Form then I/we agree to release, discharge and indemnify Equity Trustees from and against any and all losses, liabilities, actions, proceedings, account claims and demands arising from Equity Trustees acting on the instructions of my/our authorised representatives, agents and/or financial advisers.
- If this is a joint application each of us agrees that our investment is held as joint tenants.
- I/We acknowledge and agree that where the Responsible Entity, in its sole discretion, determines that:
  - I/we are ineligible to hold units in a Fund/Trust or have provided misleading information in my/our Application Form; or
  - I/we owe any amounts to Equity Trustees, then I/we appoint the Responsible Entity as my/our agent to submit a withdrawal request on my/our behalf in respect of all or part of my/our units, as the case requires, in the Fund.
- **For Wholesale Clients*** – I/We acknowledge that I am/we are a Wholesale Client (as defined in Section 761G of the Corporations Act 2001 (Cth)) and are therefore eligible to hold units in the Fund.
- **For New Zealand applicants*** – I/we have read the terms of the offer relating to New Zealand investors, including the New Zealand warning statement.
- **For New Zealand Wholesale Investors*** – I/We acknowledge and agree that:
  - I/We have read the "New Zealand Wholesale Investor Fact Sheet" and IM or "New Zealand Investors: Selling Restriction" for the Fund;
  - I am/We are a Wholesale Investor and am/are therefore eligible to hold units in the Fund; and
  - I/We have not:

- Offered, sold, or transferred, and will not offer, sell, or transfer, directly or indirectly, any units in the Fund;
- Granted, issued, or transferred, and will not grant, issue, or transfer, any interests in or options over, directly or indirectly, any units in the Fund; and
- Distributed and will not distribute, directly or indirectly, the IM or any other offering materials or advertisement in relation to any offer of units in the Fund, in each case in New Zealand, other than to a person who is a Wholesale Investor; and

– I/We will notify Equity Trustees if I/we cease to be a Wholesale Investor.

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

* Disregard if not applicable.

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

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

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

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

Investor 1

Name of individual/entity

Capacity (e.g. Director, Secretary, Authorised signatory)

Signature

Date

Investor 2

Name of individual/entity

Capacity (e.g. Director, Secretary, Authorised signatory)

Signature

Date

Company Seal (if applicable)

SECTION 9 – AML/CTF IDENTITY VERIFICATION REQUIREMENTS

The AML/CTF Act requires the Responsible Entity to adopt and maintain an Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) Program. The AML/CTF Program includes ongoing customer due diligence, which may require the Responsible Entity to collect further information.

- Identification documentation provided must be in the name of the investor.
- Non-English language documents must be translated by an accredited translator. Provide both the foreign language document and the accredited English translation.
- Applications made without providing this information cannot be processed until all the necessary information has been provided.
- If you are unable to provide the identification documents described please contact Equity Trustees.

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

Who can certify?

Below is an example of who can certify proof of ID documents under the AML/CTF requirements:

- Bailiff
- Bank officer with 5 or more years of continuous service
- Building society officer with 5 or more years of continuous service
- Chiropractor (licensed or registered)
- Clerk of court
- Commissioner for Affidavits
- Commissioner for Declarations
- Credit union officer with 5 or more years of continuous service
- Dentist (licensed or registered)
- Fellow of the National Tax Accountant's Association
- Finance company officer with 5 or more years of continuous service
- Judge of a court
- Justice of the peace
- Legal practitioner (licensed or registered)
- Magistrate
- Marriage celebrant licensed or registered under Subdivision C of Division 1 of Part IV of the Marriage Act 1961
- Master of a court
- Medical practitioner (licensed or registered)
- Member of Chartered Secretaries Australia
- Member of Engineers Australia, other than at the grade of student
- Member of the Association of Taxation and Management Accountants
- Member of the Australian Defence Force with 5 or more years of continuous service
- Member of the Institute of Chartered Accountants in Australia, the Australian Society of Certified Practicing Accountants or the Institute of Public Accountants
- Member of the Parliament of the Commonwealth, a State, a Territory Legislature, or a local government authority of a State or Territory
- Minister of religion licensed or registered under Subdivision A of Division 1 of Part IV of the Marriage Act 1961
- Nurse (licensed or registered)
- Optometrist (licensed or registered)
- Permanent employee of Commonwealth, State or local government authority with at least 5 or more years of continuous service.
- Permanent employee of the Australian Postal Corporation with 5 or more years of continuous service
- Pharmacist (licensed or registered)
- Physiotherapist (licensed or registered)
- Police officer
- Psychologist (licensed or registered)
- Registrar, or Deputy Registrar, of a court
- Sheriff
- Teacher employed on a full-time basis at a school or tertiary education institution
- Veterinary surgeon (licensed or registered)

When certifying documents, the following process must be followed:

- All copied pages of original proof of ID documents must be certified and the certification must not be older than 2 years.
- The authorised individual must ensure that the original and the copy are identical; then write or stamp on the copied document “certified true copy”. This must be followed by the date and signature, printed name and qualification of the authorised individual.
- In cases where an extract of a document is photocopied to verify customer ID, the authorised individual should write or stamp “certified true extract”.

GROUP A – Individuals/Joint

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

☐ A current Australian driver's licence (or foreign equivalent) that includes a photo and signature.

☐ An Australian passport (not expired more than 2 years previously).

☐ A foreign passport or international travel document (must not be expired)

☐ An identity card issued by a State or Territory Government that includes a photo.

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

Column A

☐ Australian birth certificate.

☐ Australian citizenship certificate.

☐ Pension card issued by Department of Human Services.

Column B

☐ A document issued by the Commonwealth or a State or Territory within the preceding 12 months that records the provision of financial benefits to the individual and which contains the individual's name and residential address.

☐ A document issued by the Australian Taxation Office within the preceding 12 months that records a debt payable by the individual to the Commonwealth (or by the Commonwealth to the individual), which contains the individual's name and residential address. Block out the TFN before scanning, copying or storing this document.

☐ A document issued by a local government body or utilities provider within the preceding 3 months which records the provision of services to that address or to that person (the document must contain the individual's name and residential address).

☐ If under the age of 18, a notice that: was issued to the individual by a school principal within the preceding 3 months; and contains the name and residential address; and records the period of time that the individual attended that school.

GROUP B – Companies

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

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

All of the above must clearly show the company's full name, its type (i.e. public or private) and the ACN issued by ASIC.

For Foreign Companies, provide one of the following:

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

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

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

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

GROUP C – Trusts

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

☐ A copy of the company search of the relevant regulator's website e.g. APRA, ASIC or ATO.

☐ A copy or relevant extract of the legislation establishing the government superannuation fund sourced from a government website.

☐ A copy from the ACNC of information registered about the trust as a charity

☐ Annual report or audited financial statements.

☐ A certified copy of a notice issued by the ATO within the previous 12 months.

☐ A certified copy of an extract of the Trust Deed (i.e. cover page and signing page and first two pages that describes the trust, its purpose, appointer details and settlor details etc.)

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

☐ A certified copy of an extract of the Trust Deed (i.e. cover page and signing page and first two pages that describes the trust, its purpose, appointer details and settlor details etc.)

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

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

GROUP D – Authorised Representatives and Agents

In addition to the above entity groups:

☐ If you are an **Individual Authorised Representative or Agent** – please also provide the identification documents listed under Group A.

☐ If you are a **Corporate Authorised Representative or Agent** – please also provide the identification documents listed under Group B.

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

SECTION 10 – GLOSSARY

Custodian – means a company that:

a) is acting in the capacity of a trustee; and
b) is providing a custodial or depository service of the kind described in item 46 of table 1 in subsection 6(2) of the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (AML/CTF Act); and
c) either:
    i. holds an Australian financial services licence authorising it to provide custodial or depository services under the Corporations Act 2001; or
    ii. is exempt under the Corporations Act 2001 from the requirement to hold such a licence; and
d) either:
    i. satisfies one of the 'geographical link' tests in subsection 6(6) of the AML/CTF Act; or
    ii. has certified in writing to the relevant reporting entity that its name and enrolment details are entered on the Reporting Entities Roll; and
e) has certified in writing to the relevant reporting entity that it has carried out all applicable customer identification procedures and ongoing customer due diligence requirements in accordance with Chapter 15 of the AML/CTF Rules in relation to its underlying customers prior to, or at the time of, becoming a customer of the reporting entity.