# EGP CONCENTRATED VALUE FUND

ARSN 619 879 631

# INFORMATION BOOKLET 20 July 2017

The information in this document forms part of the product disclosure statement dated 20 July 2017 and issued by Fundhost Limited as responsible entity of the EGP Concentrated Value Fund.

FUNDHOST LTD ABN 69 092 517 087

AUSTRALIAN FINANCIAL SERVICES LICENCE (AFSL) 233045

EGP CAPITAL PTY LTD ABN 32 145 120 681

CORPORATE AUTHORISED REPRESENTATIVE (CAR) OF FUNDHOST LIMITED CAR NO. 001255239

#### **ABOUT THIS INFORMATION BOOKLET**

The information in this Information Booklet forms part of the Product Disclosure Statement (**PDS**) issued by Fundhost Ltd (**Fundhost, we or us**) as responsible entity of the EGP Concentrated Value Fund, ARSN 619 879 631 (**Fund**) and dated 20 July 2017.

Defined terms used in the PDS have the same meaning in this Information Booklet unless stated otherwise.

We recommend that you keep a copy of the PDS for the Fund and this Information Booklet handy for future reference.

The Information contained in the PDS and this Information Booklet is general information only and has been prepared without taking into account your personal objectives, financial situation or needs. You should read this Information Booklet together with the PDS (in their entirety) before making a decision to invest in the Fund. You should consult a licensed financial adviser to obtain financial advice that is tailored to suit your personal circumstances before proceeding to acquire or dispose of units in the Fund.

You can access the PDS and this Information Booklet on our website at <u>www.fundhost.com.au</u>. Fundhost will provide you, free of charge, a paper copy of the PDS and this Information Booklet upon request when you contact us on +61 (2) 8223 5400.

EGP Capital Pty Ltd ABN 32 145 120 681 (EGP Capital or Fund Manager), and National Australia Bank Limited ABN 12 004 044 937 (NAB) have each given, and as at the date of this Information Booklet have not withdrawn, their consent to inclusion in the PDS and this Information Booklet of the statements concerning each of them in the form and context in which they are included.

NAB's role as custodian is limited to holding the assets of the Fund as Fundhost's agent. NAB has no supervisory role in relation to the operation of the Fund and is not responsible for protecting your interests.

NAB has no liability or responsibility to you for any act done or omission made in accordance with the terms of the Custody Agreement. NAB makes no statement in the PDS or this Information Booklet and has not authorised or caused the issue of it.

Investments of the Fund do not represent investments in, deposits with or other liabilities of, NAB or any other member of the NAB group of companies (**NAB Group**). Neither NAB, nor any other member of NAB Group, in any way stands behind the capital value, nor do they guarantee the performance of the investment or the underlying assets of the Fund, or provide a guarantee or assurance in respect of the obligations of Fundhost or its related entities.

#### **RESPONSIBLE ENTITY**

#### **FUNDHOST LTD**

PO Box N561 Grosvenor Place NSW 1220 Australia +61 (2) 8223 5400 +61 (2) 9232 8600 admin@fundhost.com.au www.fundhost.com.au

#### **FUND MANAGER**

#### EGP CAPITAL PTY LTD

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#### **INVESTING AND WITHDRAWING**

#### INVESTING

The Fund will open for an initial launch period from 20 July 2017, after which it will open periodically to existing investors to make additional investments at the Fund Manager's discretion. EGP Capital may also from time to time open the Fund to investments from new investors. It is recommended that you check at <u>www.fundhost.com.</u> <u>au/funds/</u> or phone Fundhost +61 (2) 8223 5400 to see if the Fund is accepting investments before sending your application and monies.

To invest in the Fund, use the application form accompanying the PDS. The minimum initial investment amount is \$100,000 and the minimum additional investment amount is \$20,000 (although we may vary or waive them at our discretion and without notice).

The first price will be struck 15 August 2017. Ensure we receive your correctly completed application and monies before 4pm Sydney time, 1 business day before in order to receive this price.

After this the Fund will be priced monthly at month end.

If we receive your correctly completed application form and monies before 4pm Sydney time, 1 business day before month end it will be processed using the end of month price (assuming the Fund is accepting applications at that time). Application requests that miss the above cut off times will be processed the following month using the following month's price.

Any distributions reinvested are reinvested at the exdistribution mid-price. The ex-distribution mid-price is calculated by taking the value of the investments of the Fund and taking away the value of the liabilities as defined in the Fund's constitution including the provision for distribution. We make no adjustment for costs of buying or realising investments (called a buy-sell spread). We divide the result of this by the number of units we have on issue. These steps give us a per unit price used in connection with reinvestment of distributions.

#### WITHDRAWING

Units in the Fund are not listed on any stock exchange like the ASX, so you cannot sell your units through a stockbroker.

If you want to withdraw your money, simply contact us in writing and tell us how much you need to withdraw. This is called a redemption request.

If your redemption request is for under \$500,000 it should be received before 4pm Sydney time, 5 business days before month end it. For amounts over \$500,000 your redemption request should be received 10 business days prior to month end to receive the month end price. Requests that miss the above cut off times will be processed the following month using the following month's price.

We accept scanned or faxed redemption requests on the following conditions:

- all instructions must be legible
- instructions must bear your investor number and signature and
- redemption proceeds will only be transferred to the financial institution account previously nominated on the application form.

You will need to accept full responsibility (to the extent permitted by law) for loss arising from us acting upon faxed or scanned instructions which comply with these security processes and you also agree to release and indemnify us in respect of any liabilities arising from us acting on faxed or scanned instructions (including future instructions), even if those instructions are not genuine. Also you agree that neither you nor any other person has any claim against us in relation to a payment made or action taken under the facsimile or scanned instruction service if the payment is made in accordance with these conditions. These terms and conditions are additional to any other requirements for giving redemption instructions.

The amount of money you receive is determined by the unit price we calculate at the time of your redemption request. We can withhold from amounts we pay you any amount you owe us or we owe someone else relating to you (for example, the tax office).

We generally pay all redemption proceeds in cash, but we are permitted under the constitution for the Fund to pay proceeds in kind (i.e. in specie share transfer).

#### **PAYMENTS CAN BE DELAYED**

In certain circumstances we may need to delay withdrawal of your money. We can delay withdrawal of your money for 180 days or such period as considered appropriate in our view in all the circumstances if:

 there are not enough investments which we can easily turn into cash (the law dictates this). We don't anticipate the Fund would ever become illiquid but if it did, the law says we can (if we wish) make some money available, and requires us to allocate it on a pro rata basis amongst those wanting to exit or

- we receive a quantity of withdrawal requests representing more than 20 per cent of the value of the investments of the Fund. In this case we can stagger withdrawal payments or
- something outside our control affects our ability to properly or fairly calculate the unit price (for example, if the investments are subject to restrictions or if there is material market uncertainty like a stock market crash) or
- a portion of the Fund's assets comprise illiquid assets (that is, assets not readily converted to cash). In this case Fundhost can redeem such number of units that correspond to the portion of the Fund's liquid assets (that is, assets readily converted to cash). For example, if an investor requests redemption of all of their units and the Fund's assets comprise 10% of illiquid assets, Fundhost may determine to redeem only 90% of the investor's units. Fundhost may redeem the remaining units at such future time, or at times over such period, as it determines or
- an emergency or similar state of affairs occurs which, in our reasonable opinion, makes it impractical to redeem units or which might be prejudicial to the remaining investors or
- there is a closure or material restriction on trading on the ASX or other relevant exchange or realisation of the assets cannot be effected at prices which would be obtained if assets were realised in an orderly fashion over a reasonable period in a stable market or
- we otherwise consider it is in the best interests of the investors to delay withdrawal of units.

The constitution sets out the full range of circumstances in which we can delay withdrawal of your money.

### WE CAN GIVE YOU BACK YOUR INVESTED MONEY WITHOUT YOU ASKING

In certain circumstances we can, or may be required to, also redeem some or all of your units without you asking. These circumstances include:

- if your account falls below the minimum investment amount
- if you breach your obligations to us (for example, you provide misleading information in your unit application form)
- to satisfy any amount of money due to us (as responsible entity or in any other capacity relevant to the Fund) by you

- to satisfy any amount of money we (as responsible entity or in any other capacity relevant to the Fund) owe someone else relating to you (for example, to the tax office)
- where we suspect that law prohibits you from legally being an investor or
- such other circumstance as we determine in our absolute discretion (but we must always act in the best interests of investors as a whole when deciding to do this).

#### HOW WE CALCULATE UNIT PRICES

We calculate unit prices in three steps:

- we calculate the value of the investments of the Fund and take away the value of the liabilities as defined in the Fund's constitution
- 2. we divide this result by the number of units we have on issue to obtain the unit mid-price
- 3. we then make an adjustment (up for the entry price, to take account of the costs of buying investments or down for the exit price to take account of the costs of realising investments) called a buy-sell spread. The buy-sell spread does not represent a fee to Fundhost or EGP Capital and is discussed in more detail in "Additional explanation of fees and costs" in the PDS.

These steps give us a price per unit.

#### **BENEFITS AND FEATURES**

The Fund was created for investors seeking a Fund Manager who is rewarded only by delivering a result exceeding a predetermined level and otherwise free from investment management fees. EGP Capital is a boutique Fund Manager established by Erik Anthony (Tony) Hansen in 2010 to achieve this aim. Mr Hansen is an investor with over 15 years' experience in equity markets, who has operated an investment company since 2011, applying the same investment strategy as will be applied to the Fund. The Fund will typically invest in less than 30 listed stocks with the largest 15 investments usually speaking for 75-90% of invested capital. The Fund operates a broad mandate, but will focus its efforts primarily on the smaller capitalisation sector of the Australian share market.

#### **RISK MANAGEMENT**

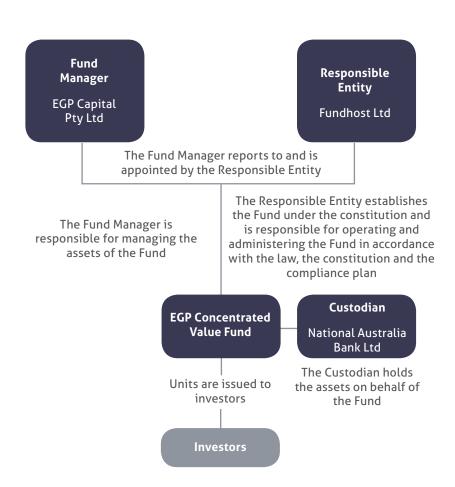
Depending on the type of investments a fund chooses to focus on, your decision to invest in one or perhaps more managed funds can be a good way to help better manage the impact of risk on your investments. Spreading risk often reduces the highs and lows of investment performance and helps reduce the impact on you of one or more types of investments performing poorly.

#### **CORPORATE GOVERNANCE**

Under the Australian Corporations Act and the Fund documents, investors are provided with several layers of independent oversight providing a robust and appropriate corporate governance structure. The structure provides additional investor safeguards through the separation of duties, specialisation of expertise, clear lines of responsibility and layered approval processes.

The Fund is operated and administered by a responsible entity (**Fundhost**) that holds an appropriate AFSL. Fundhost has appointed NAB as the independent custodian to hold the assets of the Fund. Fundhost has appointed EGP Capital as the Fund Manager of the Fund.

The following diagram summarises the management and governance structure of the Fund.



#### **CLEAR LEGAL RIGHTS**

The constitution establishes the Fund and sets out the rules. Together with the PDS and the law from time to time, it governs your relationship with Fundhost and provides you with your (and our) legal rights.

The constitution gives Fundhost rights to be paid fees and expenses and to be indemnified from the Fund. It governs (amongst other things) Fundhost's powers, (which are very broad), investor meetings and unit issue, pricing and withdrawal, as well as what happens if the Fund terminates. The constitution limits Fundhost's need to compensate you if things go wrong. Generally, subject always to liability which the Corporations Act imposes, Fundhost is not liable in equity, contract, tort or otherwise to investors for any loss suffered in any way relating to the Fund.

The constitution also contains a provision that it alone is the source of the relationship between you and Fundhost and not any other laws (except, of course, those laws that cannot be excluded).

Fundhost must have investor approval to make changes to the constitution that are adverse to the rights of investors.

You can obtain a free copy of the Fund's constitution by calling Fundhost.

# PART C RISKS OF MANAGED INVESTMENT SCHEMES

#### **RISKS IN GENERAL**

#### **ABOUT RISK AND RETURN**

All investments are subject to varying risks and the value of your investment can decrease as well as increase (i.e. you can experience investment gains or investment losses).

Investment returns are affected by many factors including market volatility, interest rates and economic cycles. Changes in value can be significant and they can happen quickly.

Different types of investments perform differently at different times and have different risk characteristics and volatility.

These are some of the reasons why you should consider investing in several different types of investments (often called diversification).

The significant risks associated with investing in this Fund are discussed in the PDS. We cannot eliminate all risks and cannot promise that the ways they are managed will always be successful. However, the process applied by EGP Capital is an important step in managing many of these risks. The performance of the Fund will be influenced by many factors, some of which are outside the control of Fundhost and EGP Capital.

If these risks materialise, your distributions may be lower than expected or there may be none. The value of your investment could fall and you could lose money.

#### WAYS TO MANAGE YOUR RISK

You can help manage your own risks too. You can:

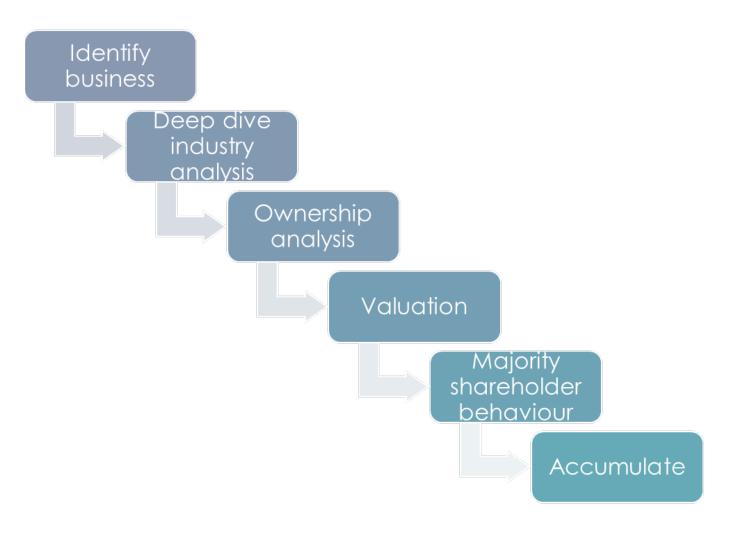
- know your investment goals and your risk tolerance
- understand risk and return and be comfortable that an investment may not give you the outcomes you hope for
- diversify your investments (that is, don't invest all your monies in the Fund)
- invest for at least the recommended timeframe
- keep track of your investment and
- speak with a financial adviser and make sure the Fund is the right investment for you.

# PART D HOW WE INVEST YOUR MONEY

#### THE INVESTMENT PROCESS

EGP Concentrated Value Fund will focus on the small capitalisation universe where pricing inefficiencies are more prevalent. We will maintain a high conviction portfolio of up to 30 listed stocks. Typically around 50% of the portfolio will be invested in the 5 highest conviction ideas. The Fund will be operated with intense concentration on downside risk and low portfolio turnover (typically less than 20% annually). The Fund will remain small and nimble and is not restricted to the ASX when applying our risk/reward metrics, though international investing will be uncommon.

#### THE EGP CAPITAL INVESTMENT PROCESS



#### **ADDITIONAL EXPLANATION OF FEES AND COSTS**

#### **CAN FEES BE DIFFERENT FOR DIFFERENT INVESTORS?**

We do not negotiate fees.

# WHAT ARE THE COSTS OF INVESTING AND WITHDRAWING FROM THE FUND?

We have a documented policy in relation to the guidelines and relevant factors taken into account when calculating unit prices, including all transaction costs and the buysell spread. We call this our unit pricing policy. We keep records of any decisions which are outside the scope of the unit pricing policy, or inconsistent with it. A copy of the unit pricing policy and records is available free on request.

#### **CAN THE FEES CHANGE?**

Yes, all fees can change. Reasons might include changing economic conditions and changes in regulation. The constitution for the Fund sets the maximum amount we can charge for all fees. If we wished to raise fees or performance fees above the amounts allowed for in the Fund's constitution, we would need the approval of investors.

We will give you 30 days' written notice of any proposed increase to these fees, where practicable.

#### **GOVERNMENT CHARGES AND TAXATION**

Government taxes such as GST will be applied to your account as appropriate. In addition to the fees and costs described in this section, standard government fees, duties and bank charges may also apply such as stamp duties. Some of these charges may include additional GST and will apply to your investments and withdrawals as appropriate.

The fees outlined above take into account any reduced input tax credits which may be available.

# PART F HOW MANAGED INVESTMENT SCHEMES ARE TAXED

#### **PAYING TAX**

In all likelihood you will need to pay tax in relation to your investment in this Fund. Generally you will pay income or capital gains tax, but you might be able to claim some tax credits or have the benefits of some concessions.

Your tax liability ultimately depends on your circumstances, for example, whether you are an Australian resident. So it is important that you seek professional advice before you invest or deal with your investment.

We will send you the information you need each year to help you to complete your tax return.

We will distribute income and capital gains, if any, shortly after 30 June each year. Distributions could comprise:

- income (like dividends and interest)
- net taxable capital gains (from the sale of the Fund's investments) and
- tax credits (like franking credits attached to dividend income and credits for tax paid on foreign income).

Additionally, Australian residents are generally subject to capital gains tax on gains when they withdraw any money or transfer units.

Depending on the kind of taxpayer you are, and how long you have held your units, you may be entitled to a capital gains concession which can reduce the liability by up to one half.

If you choose not to provide us with your Tax File Number (TFN) or Australian business number (ABN) and don't have an exemption, we must deduct tax at the highest personal rate, plus the Medicare levy, before passing on any distribution to you. The law is very strict on how we can use these details.

A new taxation regime for managed investment trusts has been introduced called the Attribution Managed Investment Trust (AMIT) regime. Fundhost will elect to operate the Fund under this new regime subject to eligibility. As an AMIT the Fund can attribute amounts of income and tax offsets to investors on a fair and reasonable basis. There is also an ability to adjust the cost base of an investor's interest in a Fund upwards or downwards.

# PART G HOW TO APPLY

Please refer to Section 8 of the Product Disclosure Statement to understand how to make an investment in the Fund.

#### **ENQUIRIES AND COMPLAINTS**

Financial Ombudsman Service (**FOS**) is an external dispute resolution body that has been approved by ASIC. FOS is an independent body that assists Australian customers in the resolution of complaints relating to members of the financial services industry. FOS' contact details can be found in Section 8 "How to apply" in the PDS. FOS can consider claims of up to \$500,000 (or higher if you and we otherwise agree in writing). FOS is only able to make a determination of up to \$309,000 per managed investment claim (excluding compensation for costs and interest payments). These monetary limits and the FOS terms of reference do change from time to time. Current details can be obtained from the FOS website <u>www.fos.</u> <u>org.au</u>.

# PART H MORE INFORMATION

#### PRIVACY

We collect and use personal information about you to administer your investment and also to conduct research.

By applying for units in the Fund you consent and agree to information about you being obtained and used by us. Fundhost will collect and use your information in accordance with our Privacy Policy, a copy of which is available free of charge.

If you fail to provide us with the required information or if you provide us with incomplete or inaccurate information Fundhost may not be able to provide you with the products or services you are seeking within the time periods contemplated in the PDS.

Your information will not be disclosed unless:

- the law requires
- your financial adviser needs the information
- it is in keeping with our Privacy Policy and may be provided to external service providers including the Fund's fund manager, custodian, auditors, taxation and legal advisers and information technology consultants or
- Fundhost needs to send you promotional material. If you don't want this, contact Fundhost anytime.

Fundhost will disclose information if required by law to do so (including under the AML CTF Act).

If you think any of the details that Fundhost holds are wrong or out of date contact Fundhost and we will correct the details. You can always access the personal information held about you by contacting Fundhost on +61 (2) 8223 5400.

#### ANTI-MONEY LAUNDERING

In order to meet our obligations under the AML CTF Act or taxation legislation, we may require further information from you as to identity, the source of your funds and similar matters.

Fundhost is required to verify that information by sighting appropriate documentation.

Records of the information obtained will be kept and may be required by law to be disclosed. Otherwise the information will be kept confidential.

By applying for units in the Fund, you also agree that Fundhost may in its absolute discretion determine not to issue units to you, may cancel units which have been issued to you or may redeem any units issued to you if Fundhost believes such action to be necessary or desirable in light of its obligations under the AML CTF Act or related legislation and Fundhost will not be liable to you for any resulting loss.

# EGPCapital

#### **RESPONSIBLE ENTITY**

#### **FUNDHOST LTD**

PO Box N561 Grosvenor Place NSW 1220 Australia +61 (2) 8223 5400 +61 (2) 9232 8600 admin@fundhost.com.au www.fundhost.com.au

#### **FUND MANAGER**

#### EGP CAPITAL PTY LTD

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