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Spaceship Voyager Reference Guide

18 November 2020

The issuer and responsible entity is:
Spaceship Capital Limited
ABN 67 621 011 649 AFSL 501605

This Reference Guide is issued by Spaceship Capital Limited (**Spaceship Capital, we, us, our**). It forms part of, and should be read in conjunction with, the following product disclosure statements:

Spaceship Origin Portfolio	ARSN 623 312 087	PDS dated 18 November 2020
Spaceship Universe Portfolio	ARSN 623 321 022	PDS dated 18 November 2020
Spaceship Earth Portfolio	ARSN 643 773 282	PDS dated 18 November 2020

A reference in this document to:

- **'Business Day'** means a day (other than a Saturday, Sunday or public holiday) in New South Wales.
- **'Fund'** is a reference to each of the Spaceship Origin Portfolio, the Spaceship Universe Portfolio, and the Spaceship Earth Portfolio.
- **'PDS'**, in respect of a Fund, is a reference to the product disclosure statement for that Fund.

Contents

Topic	Page
1 Investing in and withdrawing your investment from the Fund	1
2 Benefits of investing in the Fund	5
3 Further risks	7
4 How we invest your money	8
5 Fees and costs	9
6 Additional information about tax	10
7 Additional information	12

1. Investing in and withdrawing your investment from the Fund



This section forms part of the 'How the Fund works' section of the PDS. It contains additional information about how you can invest in, and withdraw your investment from, the Fund.

How to submit your request

Requests to invest in or withdraw your investment from the Fund must be submitted electronically through the Spaceship mobile and web applications (together, the **Spaceship app**).

Investing

Making an initial investment

To create an investment account you need to successfully complete the application process. This includes providing us with all the necessary information and documents required in a form satisfactory to us. You will need to provide necessary identification so we can verify your identity, including providing information regarding your tax residency.

Making an additional investment

You can make additional investments by:

- making investments on an ad-hoc basis. That is, you can choose how much to invest, at any time that you want; or
- setting up an investment plan to invest an amount you specify on a regular basis (weekly, fortnightly or monthly) as determined by you. You can update or cancel an investment plan at any time through the Spaceship app.

If you want to change your investment plan you need to provide your revised instructions at least one day before your next scheduled direct debit for the instructions to take effect.

Your investment plan may be cancelled if two consecutive direct debits are dishonoured, for example, due to insufficient funds.

Entry price (the unit price you pay when you make an investment)

Once your account is opened, if you submit an investment instruction and the necessary funds:

- before 5.00pm on a Business Day, you'll generally receive the unit price calculated as at the close of markets on that day; or
- after 5.00pm on a Business Day, you'll generally receive the unit price calculated as at the close of markets on the next Business Day.

The Fund invests in companies listed on international stock markets. Because those markets usually close the following morning, the unit price for a Business Day is calculated after 11.00am on the following Business Day. We do this to ensure that the unit price reflects the market value of shares listed on international stock markets, as at the close of those markets.

For example, if you submitted an investment instruction and the necessary funds:

- before 5.00pm on a Thursday (assuming it is a Business Day), the unit price for units we issue to you will be calculated after 11.00am on Friday (being the next Business Day); or
- after 5.00pm on a Thursday (assuming it is a Business Day), the unit price for the units we issue to you will be calculated after 11.00am on Monday (being the next Business Day).

For larger investments we may require cleared funds and some additional information before processing your instructions. You will receive the unit price on the next Business Day after we process your request.

How to make an investment

You can make an investment in the Fund by direct debit from an Australian bank account that you nominate and which must be held in your name. You can provide your direct debit in the Spaceship app. Direct debit is not available on the full range of accounts and at all financial institutions. If in doubt, please check with your financial institution. If direct debits are not available on your bank account, or you provide the wrong details, we won't be able to process your payment.

Processing your application

If, for any reason, your application or investment is unable to be processed (for example, if your application is incorrectly completed, your bank account does not allow direct debit, or the account details you have provided are not correct), you will be contacted in the first instance for instructions. This may result in you having to restart the application process.

Confirming your investment

Once your application and investments are accepted and units are issued to you, you'll receive confirmation of your investment through the Spaceship app.

What happens where we don't receive your application money in cleared funds

We will cancel any units issued to you in the event we do not receive your application money in cleared funds.

Your investment account

You can only have one account for a Fund. If we discover that you have multiple investment accounts for a Fund, we may combine the investment accounts, or suspend or close the additional investment accounts without prior notice to you.

No interest is paid to you

Any interest earned on any application money, including money for additional investments, is treated as income to the Fund.

No interest will be paid to you if for any reason your application is not processed (such as failure to provide any information or documentation we ask you to provide, including any identification information).

Withdrawing your investment from the Fund

Withdrawing your investment involves redeeming units you hold

You can withdraw your investment in the Fund by submitting a request electronically through the Spaceship app. When you ask to withdraw your investment you will redeem units that you hold in the Fund.

How is your withdrawal calculated? (the unit price paid when you withdraw your investment)

Where we receive your request to withdraw your investment from the Fund:

- before 5.00pm on a Business Day, you'll generally receive the unit price calculated as at the close of markets on that day;
- after 5.00pm on a Business Day, you'll generally receive the unit price calculated as at the close of markets on the next Business Day.

The Fund invests in companies listed on international stock markets. Because those markets typically close the following Business Day morning, the unit price for a Business Day is calculated after 11.00am on the following Business Day. We do this to ensure that the unit price captures the market value of shares listed on international stock markets, as at the close of those markets.

When we pay withdrawals to you and restrictions that apply to withdrawals

We endeavour to pay withdrawal amounts as soon as possible, which is normally within five Business Days of accepting your request to withdraw your investment from the Fund. Under the trust deed of the Fund (**Constitution**), we're required to pay withdrawal amounts within 21 days after we accept your request to withdraw your investment from the Fund.

We may request additional information, such as identification documentation, prior to accepting your withdrawal request.

Withdrawals may take longer than the period described above where it is impractical to calculate the unit price, where other unitholders may be disadvantaged by a withdrawal, where a delay is in the best interests of all unitholders, or as otherwise permitted by the Constitution and the law.

We may suspend withdrawals if we reasonably believe we cannot accurately determine the current unit price. In such an event, the period of suspension will not be longer than is reasonably necessary to accurately determine the current unit price.

We may also suspend withdrawals for a day if the total number of units to be redeemed (i.e. exchanged for withdrawal amounts requested) on that day is equal to or more than 5% of the total number of units on issue.

How we make payments to you

Withdrawal amounts will be paid by direct debit to an Australian bank account that you nominate and which must be held in your name. You can provide your bank account details via the Spaceship app. We do not make payments to you in any other way.

Before we pay any withdrawal amounts to you:

- we may ask you to provide confirmation, including additional identification documentation, and that the bank account you have nominated is held in your name; and
- we will deduct any fees or costs incurred but not yet charged, with the balance paid to you.

Fractional units

Where all, or part of the amount you invest or withdraw does not allow you to buy or sell (as the case may be) a whole unit we'll issue a fraction of a whole unit to you for the amount you have invested or exchange a fraction of a whole unit for the amount you have withdrawn.

The value of, and all rights and obligations attached to, a fractional unit will be in proportion to a whole unit.

If you hold more than one fraction of a unit, we may consolidate the fractions into a whole unit.

We issue fractional units rounded to the sixth decimal place. Rounding could impact the value of the amount you invest or withdraw.

Transferring units

You may transfer the units you hold to another person, subject to the transferee satisfying our necessary application requirements.

The transferee will need to create an account in the Spaceship app, including providing their identification information and documents so that we can verify their identity, and you (the transferor) and the transferee will need to execute a transfer form. The transferee will need to provide us with all necessary details required to open an account.

Contact us for further details.

Distribution of income

We generally calculate distributions annually on or around 30 June each year, and pay distributions within 90 days of that date. We may pay distributions more or less frequently.

To be eligible for a distribution, you must be a unitholder on the distribution calculation date.

Distributions are not pro-rated for unitholders who were not unitholders for the whole period. To be eligible for a distribution, you must be a unitholder on the distribution calculation date.

Spaceship Universe Portfolio and the Spaceship Origin Portfolio

Distributions for the Spaceship Universe Portfolio and the Spaceship Origin Portfolio are paid to unitholders by direct debit.

Unitholders of these Funds may elect to participate in a distribution reinvestment plan in the event it is offered by Spaceship.

Spaceship Earth Portfolio


Distributions for the Spaceship Earth Portfolio are paid to unitholders by issuing additional units in the Fund. The reinvestment unit price will be based on the net value of the Fund (after deducting the value of the distributions being paid) as at the close of business at the end of the distribution period.

Unit prices

The unit price, at any time, is calculated by dividing the net asset value (**NAV**) of the Fund by the number of units on issue in the Fund at that time. We calculate the unit price on each Business Day, except in circumstances specified in the Constitution.

The NAV is calculated using the market value of the assets of the Fund.

2. Benefits of investing in the Fund

 The following information forms part of the 'Benefits of investing in the Fund' section of the PDS for the Spaceship Universe Portfolio and the Spaceship Earth Portfolio.

Where the World is Going (WWG) methodology

The Spaceship Universe Portfolio and the Spaceship Earth Portfolio, different to the Spaceship Origin Portfolio, invest in companies actively selected by Spaceship Capital using its WWG methodology.

The WWG methodology is a cornerstone of Spaceship Capital's investment philosophy that evaluates a company's competitive advantages and future product or service growth potential.

Spaceship's WWG methodology considers the following factors to assess a company's:

- **Network effect:** represents the growing value of a company's product as more people use it.
- **Scale advantage:** results in lower pricing (compared to competitor's pricing) or a market entry barrier.
- **Intangible assets:** brands, patents, and regulatory licenses that can have the effect of lessening competition and/or allowing companies to charge more.
- **Switching costs:** represents a barrier for unitholders when changing from one provider to another, whether in time, money, risk, or inconvenience.
- **Management:** a critical factor for WWG. Management can defend a company's existing competitive advantage while building new ones.

Investable companies

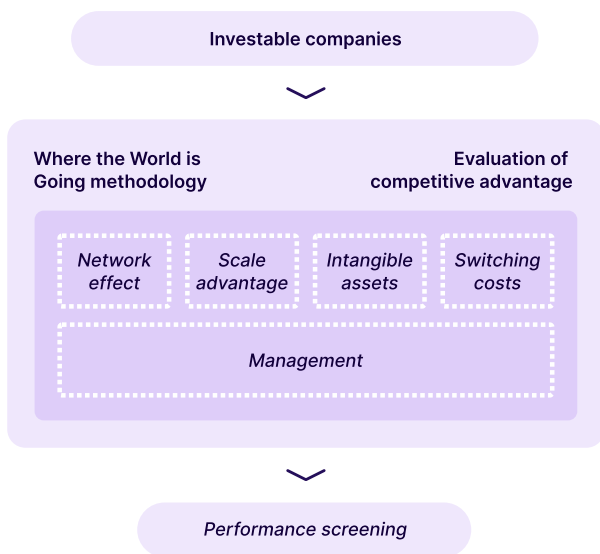
A company will only be included in a Fund where on entry:

- **Size:** it has a market capitalisation greater than A\$150 million.
- **Liquidity:** it has an average daily trading volume of at least \$200,000 over a three month period.
- **Access:** shares in the company are available for purchase by us.

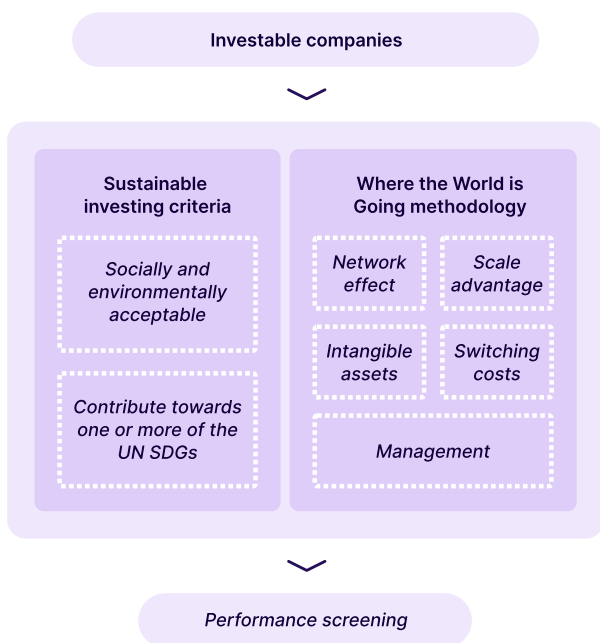
Performance Screening

We take a long-term approach to investing rather than focusing on short-term metrics or price movements. When assessing a company we are focused on its market capitalisation and addressable market. This helps us to determine whether the company has a sustainable competitive advantage and an appropriate market capitalisation for the opportunity. Applying the WWG methodology may mean the Fund holds shares in high quality companies that typically have a high price-to-earning ratio relative to the market.

Spaceship Universe Portfolio investment process:



Spaceship Earth Portfolio investment process:



Sustainable investing

The Spaceship Earth Portfolio's investment strategy is centred around investing in companies that contribute towards the advancement of the SDG agenda. The WWG methodology is applied in assessing a company for inclusion in the Fund. To be included in the Spaceship Earth Portfolio, the company should also contribute towards advancing one or more of the 17 goals within the SDG agenda, as assessed by Spaceship Capital based on environment, social or governance data and/or investment research.

The 17 goals include:

- Goal 1: No Poverty
- Goal 2: Zero Hunger
- Goal 3: Good Health and Well-being
- Goal 4: Quality Education
- Goal 5: Gender Equality
- Goal 6: Clean Water and Sanitation
- Goal 7: Affordable and Clean Energy
- Goal 8: Decent Work and Economic Growth
- Goal 9: Industry, Innovation and Infrastructure
- Goal 10: Reduced Inequalities
- Goal 11: Sustainable Cities and Communities
- Goal 12: Responsible Consumption and Production
- Goal 13: Climate Action
- Goal 14: Life Below Water
- Goal 15: Life on Land
- Goal 16: Peace, Justice and Strong Institutions
- Goal 17: Partnerships

To learn more about the UN SDG agenda, please visit: un.org/sustainabledevelopment


In addition, the Spaceship Earth Portfolio uses a negative screening process to exclude companies involved in the following activities:

- Fossil fuels
- Firearms and conventional weapons
- Controversial weapons
- Nuclear power
- Tobacco
- Alcohol
- Gambling
- Human rights abuse
- Animal cruelty

The Spaceship Universe Portfolio and the Spaceship Origin Portfolio do not use negative screening or consider environmental, social and governance factors in their investment process.

The investments in the Spaceship Earth Portfolio are continuously assessed based on the sustainable investing criteria. Where they are assessed by the portfolio manager to no longer meet the criteria, they will be removed from the portfolio.

3. Further risks

 The following information forms part of the 'Risks of managed investment schemes' section of the PDS. This section contains additional information about significant risks of the Fund.

Risk profiles

The Fund's investment profile is assigned a risk value based on the following:


- **High risk:** there may be a higher variability in investment returns, as the potential for greater returns is generally associated with higher risk and volatility.
- **Medium risk:** there may be a higher variability in investment returns, but not as much as funds with a high risk level. A fund with a medium risk profile may also offer greater potential for capital growth than a fund with a lower risk profile.
- **Low risk:** there may be some level of variability in the value of the investment. A fund with a low risk profile is generally associated with lower risk and volatility.

Additional risks

In addition to the more significant risks described in the PDS, the following risks may impact your investment and affect managed investment schemes generally:

Investment manager risk	There is a risk that our investment strategy is not successful, or not successfully implemented, resulting in the Fund failing to meet its objectives. No assurance can be given that the trading systems and strategies we use will prove successful under all or any market conditions. The value of investments and level of returns will vary and future returns may differ from past returns.
Managed investment scheme risk	The risks associated with investing in managed investment schemes, including that fees and expenses could change, that the investment objective will not be achieved or earn any positive return in the short or long-term, that we may not be able to continue to act as responsible entity, or that the Fund could terminate.
Tax risk	Taxation law is complex and subject to regulatory change. As your circumstances will be different from those of other unitholders, we recommend that you obtain professional tax advice relating to the tax implications of investing in the Fund.
Operational risk	The Fund's day to day operations may be adversely affected by circumstances beyond our reasonable control, such as failure of technology or infrastructure, or natural disasters. A breakdown in our administrative procedures and risk control measures or our service providers may also adversely affect the operation and performance of the Fund.
Counterparty or default risk	The risk that a person with whom Spaceship contracts in relation to the Fund, such as a broker, fails to meet its contractual obligations, resulting in losses.
Cyber risk	The risk of disruption to the Fund or unitholders caused by an incident impacting the confidentiality, integrity or availability of systems or information.
Inflation risk	Changes in inflation may impact the value of your investment in the Fund as inflation reduces the purchasing power of assets or income over time.
Interest rate risk	The risk of investment losses resulting from an increase in interest rates.
Liquidity risk	The risk that investments may not be able to be converted into cash on a timely basis with little or no loss of capital. During extreme market volatility, Spaceship Capital may choose to suspend redemptions and defer payments for a period of time to protect unitholders.
Regulatory change risk	The value of the investments held by the Fund may be affected by changes to laws in Australia or internationally.

4. How we invest your money

 The following information forms part of the 'How we invest your money' section of the PDS.

Investment management

We'll manage your investment as described in the Fund's PDS and in accordance with its investment objective and strategy.


We'll review the investment objective and strategy of the Fund on a regular basis. We aim to provide you with at least 30 days advance notice before material changes to any investment objectives take effect.

To achieve the Fund's objectives, we set what we believe to be an appropriate investment strategy and asset allocation, and select appropriate investments accordingly. We monitor and review the Fund's performance, investment strategy, investments, and implementation processes to ensure they are consistent with the investment objectives. Where appropriate, adjustments may be made to these without prior notice.

Authorised investments

The Funds are authorised to hold financial property including cash and listed equities.

5. Fees and costs

 The following information forms part of the 'Fees and costs' section of the PDS.

Management costs

Management costs are calculated on your balance and charged daily.

Commission

Spaceship Capital does not pay commissions to financial services licensees or representatives (such as financial advisers). We may enter into marketing partnerships with other third parties. We may offer a referral program for existing unitholders from time to time.

Changes in fees and costs


The Fund's fees and costs may change within limits allowed by its Constitution. We'll notify you in writing of any increases in the fees and costs at least 30 days before implementation.

Goods and Services Tax (GST)

Fees and costs charged to the Fund attract 10% GST, which is charged to and borne by the Fund. All fees and costs disclosed in the PDS are inclusive of GST (as defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth)), after taking into account any expected Reduced Input Tax Credits (**RITCs**).

The Fund will claim RITCs where possible and these credits will reduce the overall cost of GST to the Fund and will be reflected in the unit price.

6. Additional information about tax

 The following information forms part of the 'How managed investment schemes are taxed' section of the PDS.

The following is a brief outline of the Australian taxation consequences of investing in the Funds and is intended as a general guide only and therefore does not constitute professional advice. It is based on Australian taxation laws that are current as at the date of this Reference Guide. These laws, and the interpretation and administration of them, may change over time and generally do.

You are strongly advised to seek professional taxation advice before investing in the Fund.

The effect of tax on the Fund, and consequently your investment in the Fund, can vary depending on factors including the type of investment, the timing of investment transactions and entry and exit of other unitholders in the Fund and your residence.

We do not provide any tax advice. Given the complex and changeable nature of the Australian taxation system, and the fact that unitholders have different taxation circumstances, you should seek your own professional taxation advice and not rely on this guide to determine your tax consequences of investing in units of the Fund and involvement with it.

Nature of investment

Buying and selling investments and receiving income are likely to have taxation consequences. Because you are the beneficial owner of the assets held within the Fund, all income, dividends, capital gains and capital losses, and their taxation consequences (**Trust Components**), pass directly and proportionately to you. The Fund itself is not taxed. After the end of a tax year in which a distribution is made, you will be sent details of any assessable income, capital gains, tax credits and any other relevant items to include in your tax return.

Distributions and annual tax statements

The Fund is established as a unit trust. It is a resident of Australia for tax purposes and is a 'flow-through' vehicle for Australian tax purposes. It has elected to be treated as an attribution managed investment trust (**AMIT**) for Australian taxation purposes. The key objective of the attribution method is to ensure that your investments are taxed on the trust income and other amounts in broadly the same way that they would have been taxed if you had held your proportion of assets in the Fund directly.

We work out, on a fair and reasonable basis, how much of the determined Trust Components should be attributed to you based on the amount of units you hold as compared to the total units of the Fund on issue from time to time.

The Fund cannot attribute or distribute any tax losses to unitholders but, if it meets certain conditions, it may offset those losses in the calculation of the Fund's taxable income in subsequent years.

As an Australian resident unitholder, attributed Trust Components under the AMIT regime forms part of your assessable income.

The distributions you receive may include different types of income or gains, which reflect the income or gains derived by the Fund, for example:

- capital gains;
- dividends;
- interest;
- foreign income and foreign income tax offsets;
- franked dividends/franking credits; and
- tax deferred distributions.

If you received a distribution, you will be provided with an AMIT member annual (**AMMA**) statement after 30 June each year to assist you (and your adviser) to complete your tax return.

This tax statement will disclose to you the attributed Trust Components and distribution components (if any) to include in your tax return for example as assessable income, capital gains, franked dividends/franking credits and foreign income/foreign income tax offsets.

The AMMA statement will disclose to you the tax deferred portion (if any) of the distribution, which are those amounts that have been distributed to you but are not included in taxable income. Generally, such amounts will reduce your cost base in the units in the Fund for Australian Capital Gains Tax (**CGT**) purposes.

Should your cost base be reduced below zero after one or more cumulative tax-deferred distributions, the amounts in excess of your cost base should be a taxable capital gain that should be included in your taxable income less any applicable CGT discount under Australian income tax legislation.

If the trust components attributed to a unitholder for tax purposes are not actually paid to the unitholder, they may be entitled to an upward cost base adjustment for their units in the Fund for CGT purposes. The relevant cost base adjustments will be advised to you in the AMMA statement.

If you hold your units on capital account and withdraw your investment (which involves redeeming (i.e. exchanging) your units for the withdrawal amount), you will also need to include any capital gains or losses you have made in the calculation of your net capital gain or loss for the income year. You may be entitled to a CGT discount as outlined below. Alternatively, if you hold your units on revenue account (including as a financial arrangement under Division 230) you will need to include the gain or loss in your taxable income.

Most long-term passive unitholders (as distinct from securities traders) generally hold their units on capital account. However, this is generally a question of fact, varying from unitholder to unitholder.

A non-Australian resident unitholder will have applicable Australian withholding tax deducted from relevant distributions in respect of his or her units by the trustee of the Fund.

Franked distributions and franking credits

The Trust Components attributed or distributed to you from some of the Funds may include franked distributions and franking credits. Subject to satisfying certain criteria, franked distributions generally entitle Australian resident unitholders to obtain a tax offset (the franking credit) that is available to offset against their income tax liability.

Franked distributions and franking credits are included in your assessable income. If the franking credits exceed the tax payable on your taxable income, the excess credits may be refundable to you if you are a resident individual. Non-Australian residents are not entitled to such excess credits.

Tax on capital gains

The Funds meet the definition of an AMIT (as defined in Australian tax laws) and have made an irrevocable election to apply a deemed capital account treatment for gains and losses on disposal of certain investments (including shares).

Under the CGT provisions of Australian income tax legislation, the disposal of units, by withdrawing your investment (and therefore redeeming (i.e. exchanging) your units for the withdrawal amount), or switching or transferring units, may lead to a CGT liability.

Changes in tax law


Changes to taxation laws and their interpretation by the courts and the Australian Taxation Office (**ATO**) may change the expected tax implications of investing in the Fund as described in this Reference Guide.

We recommend you obtain independent taxation advice that takes into account your specific circumstances regarding investing in the Fund and the potential application of any changes in tax law.

Goods and Services Tax

The issue, redemption or transfer of units in the Fund will not attract GST under current tax law. You should seek independent taxation advice in relation to the GST consequences of your investment.


7. Additional information

 The following information forms part of the 'Additional information' section of the PDS.


Information on request from Spaceship


We're available between 8.30am and 5.30pm on any Business Day to assist you with any questions or further information about your investment in the Fund.

Our contact details are set out below:

 1300 049 532

 help@spaceship.com.au

 spaceship.com.au

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Let us know if any of your details change

You must notify us of any change to your details by updating your profile in the Spaceship app. This includes any changes to your personal details, contact details and foreign tax residency status.

Keeping you updated

So that you're kept up to date on your investment in a Fund, we'll provide or make available:

- transaction confirmations (including details of the number of units issued or redeemed (i.e. exchanged) for withdrawing your investment, the applicable unit price and date of the transaction);
- transaction statements at least annually (including details of each transaction that occurred during the statement period, the number of units held and the return for the period); and
- an AMMA statement (being an annual tax statement to assist in completing tax returns) if a distribution has been made to you during the financial year.

Our commitment to your privacy

We're committed to respecting your privacy. The *Privacy Act 1988* (Cth) regulates how we handle your personal information, including how we collect, use, disclose and secure it.

By applying to invest in a Fund, you consent and agree to your personal information being collected and used by us and other parties as outlined in the Privacy Collection Notice, and explained in detail in our Privacy Policy, each available on our website at spaceship.com.au and through the Spaceship app.

You can also ask us to prove a link to a digital copy of our Privacy Policy, which we'll do free of charge. Please email us for a copy via help@spaceship.com.au.

If we don't collect personal information about you, then we may not be able to provide the products and services you request.

Your foreign tax residency status

We are required to collect certain information about you in order to determine your foreign tax residency status, having regard to our obligations under the *Taxation Administration Act 1953* (Cth), which gives effect to:

- the global standard for the collection, reporting and exchange of financial account information for foreign tax residents; and
- the withholding tax and reporting regime in relation to tax residents of the United States of America, known as the Foreign Account Tax Compliance Act of the United States of America.

Where required by law, we will provide that information (as well as information about your investment in the Fund) to the ATO. The ATO will in turn exchange that information with equivalent foreign country tax authorities in accordance with the Australian government international obligations.

In order to determine your foreign tax residency status (which we need to do at the time you first make an investment in the Fund and as long as you continue to have an investment in the Fund), we may need to obtain additional information from you, including documentation and certifications.

If you do not provide any information we reasonably request by the time we require it, we may be required to withhold tax on the payment of any distribution we pay to you or gross proceeds from the sale of investments, or close your Spaceship investment accounts.

You must tell us if your foreign tax residency status changes.

We need to know and understand you

We can't issue units to you until we have successfully verified your identity. In order to do so, we may ask you to provide identification documents.

We may request additional identification information from you on an ongoing basis, for example, when processing a withdrawal request.

Sometimes we may be required to obtain additional information from you, such as the source or origin of the funds in your investment account and how you plan to use your investment account.

We use third party providers to verify some or all of this information.

If we are unable to verify your identity or you don't provide the information we reasonably request within an acceptable time frame, your application will not be accepted and we may suspend or close your investment account without prior notice to you or any reason being given. This means that no units will be issued to you, and withdrawals may not be made within the time periods contemplated in the Disclosure Documents.

We will not be liable for any losses, including for market movements, that may be incurred by you if an investment application or request is delayed or rejected due to our legal obligations (including those arising under anti-money laundering laws) or other delays caused by an application being incomplete.

When we may suspend your investment account or refuse to process a transaction

By applying for units through the PDS, you agree that we may, in our absolute discretion (but subject to the law and the Fund's Constitution):

- not issue units to you;
- refuse your request to redeem or transfer units;
- cancel, delay, block or freeze any transactions; or
- redeem any units which have been issued to you,

including where:

- we consider such action is necessary under anti-money laundering and counter terrorism financing law, sanctions or our other legal obligations;
- we believe that a transaction may be fraudulent; or
- we consider such action is required (for example, to manage regulatory risk).

In these circumstances, we will not be liable to you for any resulting loss.

Constitution

The Fund is governed by its Constitution, which sets out our obligations as well as your rights as a unitholder. Some of the key aspects of the Constitution have been summarised in this Reference Guide.

You can obtain a copy of the Constitution free of charge by contacting us.

We may amend the Constitution from time to time, subject to the Constitution and in accordance with the law. The *Corporations Act 2001* (Cth) (**Corporations Act**) specifies that the consent of unitholders (given at a meeting convened and conducted in accordance with the Corporations Act) is required for any alteration unless Spaceship reasonably believes that the alteration will not adversely affect the rights of unitholders.

How we meet our obligations in respect of the Fund

We've prepared and lodged a compliance plan for the Fund with the Australian Securities and Investments Commission, setting out how we operate the Fund to ensure compliance with its Constitution and the law. Spaceship Capital is responsible for overseeing the compliance plan. Each year the compliance plan, and the responsible entity's compliance with the compliance plan, will be independently audited.

Your rights

Subject to the Constitution, you're generally entitled to:

- receive a share of the Fund's distributable income;
- redeem units;
- transfer units;
- receive confirmation of investment;
- receive acknowledgement of units held;
- receive annual audited accounts; and
- inspect the Constitution.

Unitholder meetings

Unitholders can call, attend and vote at unitholder meetings for any Fund in which they hold units subject to the Constitution and Corporations Act. You will be bound by a resolution of unitholders, whether or not you attend the meeting at which it is passed.

Your liability

Your liability is limited by the Fund's Constitution to the amount you've invested.

Termination of a Fund

We can terminate a Fund, subject to the Corporations Act, at any time. In such an event, the Fund's assets will be converted to cash where possible. We'll distribute the net proceeds among unit holders on a pro rata basis according to the Fund's Constitution.

Your share of the final distribution will be based on the number of units you hold in the Fund at the date of distribution.

Financial information about the Fund

We'll make the Fund's annual report available to you each year and accessible on our website.

Changes to the Fund


We are able to make changes to the Fund, including closing an existing Fund. The Fund's investment objective (including its benchmark, asset classes, asset ranges and currency strategy (if any)) can be changed, without prior notice in some cases.

Where possible we will inform you of any material change to the Fund with 30 days prior notice to you electronically via email or otherwise within such time as required by law. Information about any changes that are not materially adverse to the Fund will be published on our website.

Employee investing

Our employees, and employees of our related bodies corporate, are allowed to invest in the Fund subject to our personal account trading policies and procedures.

Spaceship Capital Limited
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 Live chat