



Product Disclosure Statement MoneySpot Investment Fund

Classes A, B

Class C - Wholesale

ARSN 616 929 849

Issue Date 29 September 2022

Issuer: MSI Funds Management Limited

ACN 614 077 995

AFSL 491268

IMPORTANT INFORMATION

Responsible Entity and Issuer

This is a Product Disclosure Statement (PDS) for the MoneySpot Investment Fund ARSN 616 929 849 (Fund) and is dated 29 September, 2022. This PDS contains the offer (Offer) for the issue of units (Units) in the Fund.

MSI Funds Management Limited ACN 614 077 995 (MSI, us, we and our) is the Responsible Entity and issuer of this PDS. We hold AFS Licence 491 268, issued by ASIC, which authorises us to act as responsible entity of the Fund.

Capital and Investment Risk

An investment in the Fund is an investment in a registered managed investment scheme. An investment in the Fund is not a bank deposit, bank security, bank liability, and is subject to investment risk, including the loss of, or delays in the payment of, income or capital.

Neither MSI, its related bodies corporate or any of their respective directors or officers, guarantee the repayment of capital from the Fund or the investment performance of the Fund. Investments in the Fund are not guaranteed or underwritten by MSI, its related bodies corporate or any of their respective directors or officers.

You should review Section D of the PDS regarding the Risks inherent to the Fund prior to making any decision to acquire, hold or dispose of Units in the Fund.

Reliance on PDS only

No person is authorised by us to give any information or to make any representation in connection with the offer of Units to you that is not contained in this PDS or in Updated Information provided by us.

Any information or representation not contained in this PDS or the Updated Information cannot be relied upon as having been authorised by us.

The issue of this PDS is authorised solely by us and none of our subsidiaries or related bodies corporate, except as expressly set out in Section I. 15, are responsible for any statement or information contained in this PDS.

PDS available electronically

If you are printing an electronic copy of this PDS, you must first print all pages. If you make this PDS available to another person, you must give them the entire electronic file or print-out. A paper copy of this PDS can also be obtained free of charge on request by email at invest@msifunds.com.au.

Class A and B Units cannot be issued unless you use the Application Form on the website. For Class C Units please contact us for a paper application form. The Application Forms contain a declaration that you have personally received the complete and unaltered PDS prior to completing the relevant Application Form. You should read this PDS in its entirety before completing the relevant Application Form.

Offer Restrictions

The Offer under this PDS is available to persons receiving the PDS within Australia only. The distribution of this PDS in jurisdictions outside Australia may be restricted by law and persons who come into possession of it should seek advice on and observe any such restrictions. This PDS does not constitute an offer to any person to whom, or in any place in which, it would be illegal to make that offer.

No personal financial product advice

The information contained in this PDS is general information only and does not take into account your individual objectives, financial situation or needs. You should review this PDS carefully and assess whether the information is appropriate for you and talk to a financial adviser before making an investment decision.

Forward looking statements

The Targeted Return rates and any estimates and projections contained in this PDS involve significant elements of subjective judgement and analysis, which may or may not be correct. There may be differences between forecast and actual results because events and actual circumstances frequently do not occur as forecast and these differences may be material. You and your respective advisers should make their own independent review of the material assumptions, calculations and accounting policies upon which the accompanying estimates and projections are based.

Information regarding the Targeted Returns and the underlying assumptions is provided at Section C. 2.

Constituent Documents

This PDS is intended to be read in conjunction with the Constitution. This PDS contains a non-exhaustive high-level summary of certain features of the Fund. The Fund is governed by the Constitution which regulates, amongst other things, the rights and obligations of MSI and the Investors. The Constitution will prevail to the extent of any inconsistency between it and this PDS. A copy of the Constitution is available free of charge by contacting MSI.

Glossary, illustrations and currency

Defined terms and abbreviations used in this PDS are explained in the Glossary. Any assets depicted in photographs in this PDS are for indicative purposes only and are not assets of the Fund unless otherwise noted.

All references in this PDS to '\$' are references to Australian dollars unless stated otherwise.

Enquiries

If you have any questions or require assistance with completing the Application Form or additional copies of the PDS, please contact us by email at invest@msifunds.com.au

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A. KEY INVESTMENT FEATURES

Key information and features of the MoneySpot Investment Fund are set out in Tables 1 and 2 together with the location in this document of details on each item summarised.

You should read this information, the PDS and a Target Market Determination prepared by the Responsible Entity in full and assess whether an investment in the Fund is appropriate for before deciding to invest.

The Responsible Entity has published the Target Market Determination and this PDS on its [website](#).

Investing in the Fund may have taxation consequences for you. We recommend you seek professional tax advice before investing in the Fund and refer to Section H.

Updated information can be obtained free of charge by visiting our [website](#) or by contacting our Investor Service staff or you can contact your investment adviser.

Key Information Summary		Section
Responsible Entity/ Investment Manager	MSI Funds Management Limited ACN 614 077 995 Australian Financial Service Licence number 491268 Level 1, 7-11 Little Buckingham Street Surry Hills NSW 2010	B. 3
Contact	Investor Services invest@msifunds.com.au	
Scheme Registration Date	3 February 2017	
Custodian	One Managed Investment Funds Limited ABN 47 117 400 987	B. 5
Auditor	Mazars Assurance Pty Limited ABN 13 132 902 188	B. 5

How to Invest

To invest in Class A or Class B Units, complete the Online Application Form available on our [website](#) or to make an enquiry please [email](#) us. For Class C Units please contact us for a paper application form. Refer to Section E “How to Invest” for a full explanation of the application procedure.

Once your application is complete, send your Application Money to:

MSI Funds Client Segregated Funds Account
Commonwealth bank
BSB: 062-258
Account: 11078730

Table 1: Key Information (cont.)

	Class A	Class B	Class C	Section
Commencement	13 April 2017	27 April 2021	4 May 2022	
Assets Under Mgt ¹	26.6m	20.4m	15.0m	C. 5
12 Month Performance ²	12.8%	14.4%	-	C. 6
Investor Qualification	Retail	Retail	Wholesale Only	E. 1
Ongoing Management fees and costs	2.2%	2.2%	2.2%	
	Ongoing annual fees and costs include estimated management fees and costs			G. 2
Buy/Sell Spread	Nil	Nil	Nil	G. 2
Applications	Weekly	Weekly	Quarterly	E. 7
Cooling Off	There are no cooling-off rights associated with an investment in the Fund because it is considered an illiquid investment.			E. 4
Minimum Initial Investment	\$1,000	\$250,000	\$2,500,000	E. 2
Minimum Additional Investments	\$1,000	\$25,000	\$250,000	F. 5
Minimum Investment Balance	\$1,000	\$250,000	\$2,500,000	E. 2
Minimum Redemption ³	\$1,000	\$25,000	\$250,000	F. 6
Distributions	Monthly	Monthly	Monthly	F. 2
Reinvested Distributions	Available	Available	Available	F. 3
Valuations	Monthly	Monthly	Monthly	F. 1
Unit Prices	Monthly	Monthly	Monthly	
	The Application Price for a Unit in each Unit Class is \$1.00.			
	The Redemption Price for each Unit is calculated by dividing the net assets attributable to your Unit Class by the number of Units in the Unit Class.			F. 1
Reporting	Transaction confirmations, holding summaries monthly investment reports, periodic statements, annual distribution and tax statements. Investors may access their accounts from Registry's secure client website. Other information such as: changes to key service providers (if any); material changes in a Fund's risk profile (if any) and other annual updates are available from our website.			F. 10

Notes:

1. As at June 30, 2022
2. Unaudited Rates of Return for the 12 months to June 30, 2022 based on the distributions paid (cents per unit) net of all costs and fees. For information about the Fund size and performance since inception, please visit our [website](#).
3. Redemptions are subject to an Offer of Redemption.

Targeted Returns & Redemptions

The Responsible Entity aims to make monthly cash distribution equating to the Targeted Return. The Targeted Return for each Class is the sum of monthly distributions paid (i.e., pre-tax, net of fees and costs) by the Fund over any twelve-month rolling period expressed as a percentage of Net Asset Value per Unit.

The Fund is illiquid and there is no right for you to withdraw your investment. Redemptions can only be made in response to a Redemption Offer made by the Responsible Entity.

Table 2: Key Information (cont.)

	Class A	Class B	Class C	Section
	12.8%	14.8%	20%	
Targeted Return	<p>MSI is seeking to make regular income distributions at a Targeted Return rate of (pre-tax, net of Fund Management Fees and Costs).</p> <p>Please note, this is a target and not a forecast. Actual returns may vary depending on a variety of factors. MSI may not be successful in achieving these distribution rates or any return on the Fund's investments. Distributions, returns, and principal investment amount, are not guaranteed. Please refer to the assumptions that underpin the Targeted Return rates for Unit Classes in Section C. 2.</p> <p>MSI may, in its discretion and from time to time, offer varying Targeted Return rates for Unit Classes.</p> <p>Prevailing Targeted Return rates are published on our website.</p> <p>The Targeted Return rate is the net return after the fund Management Fees (1.4% of the net asset value of the Fund) and all Fund Administrative Costs (0.8% of the net asset value of the Fund). There are no additional fees levied by the Fund on the Investor.</p>			C. 2
Minimum Investment Period	6 Months	12 Months	24 Months	F. 6 F. 7
	<p>The Fund is illiquid and there is no right for you to withdraw your investment. Redemptions can only be made in response to a Redemption Offer made by MSI. There are many factors which can affect our ability to make Redemption Offers and delay your opportunity to withdraw from the Fund.</p> <p>Any Redemption Offers must be made in accordance with the Constitution and the Corporations Act. MSI will make information available about any Redemption Offer to eligible Investors by email.</p> <p>MSI aims to make routine Redemption Offers to Investors in each Unit Class.</p>			

B. THE FUND STRUCTURE AND KEY ENTITIES OF THE FUND

B. 1. Fund Structure

The Fund is a unit trust established by the Constitution. It is a managed investment scheme which has been registered with ASIC.

Your investment is pooled together with other investors' money. The Responsible Entity uses this pool to buy investments and manage them on behalf of all investors in the Fund in accordance with the Fund's investment strategy.

When you invest your money in the Fund, you are issued with Units of a particular Class in the Fund. Units in the Class represent a proportional beneficial interest in the assets of the Class based on the number of Units on Issue and the value of the Class Assets at the most recent valuation date.

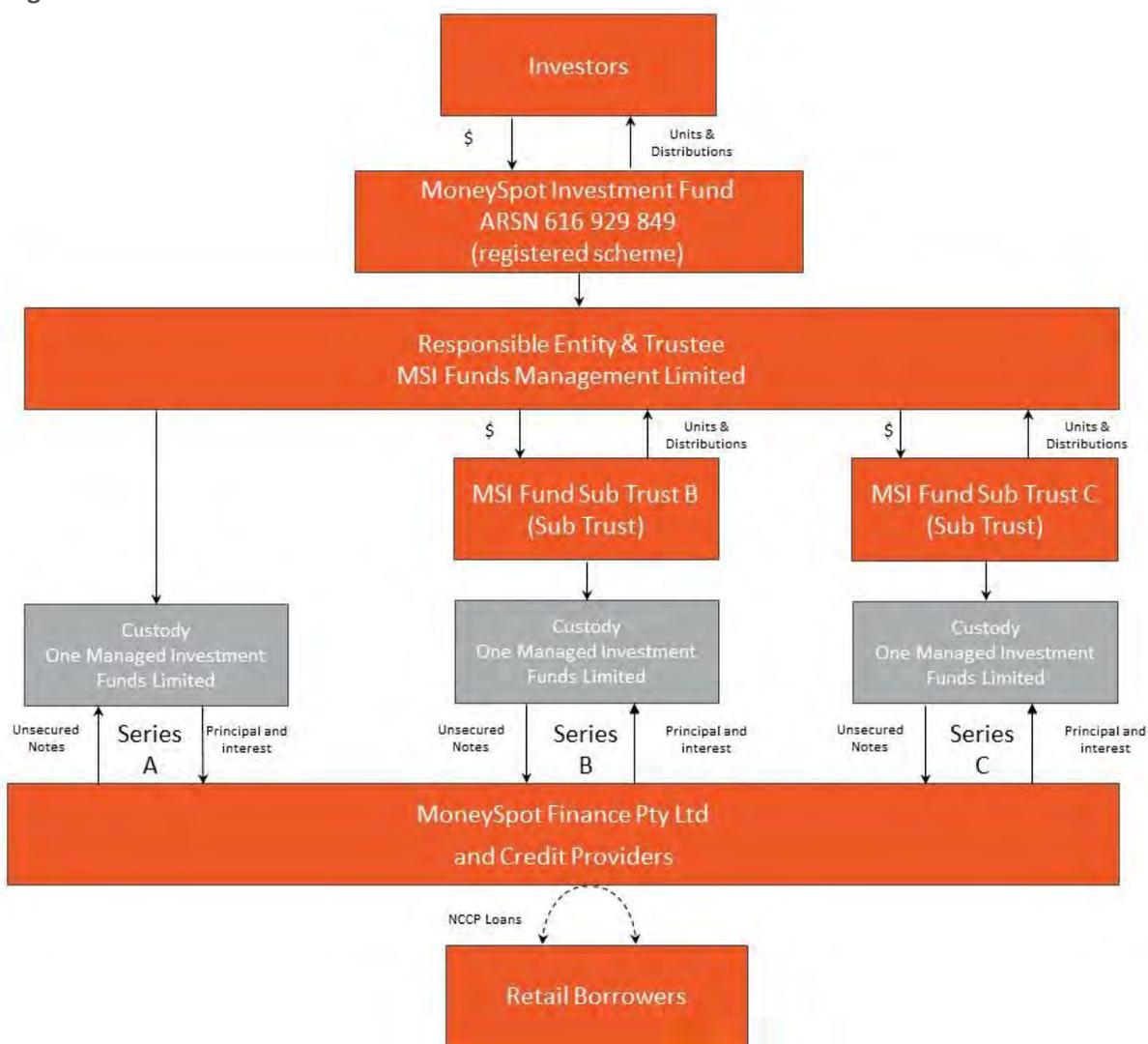
The price for Units reflects the value of the assets in the respective Class and may increase or decrease over time with the value of the underlying assets.

To ensure that class assets and class liabilities are segregated as far as practicable and held for the benefit of that unit class, wholly owned sub trusts of the Fund are created for each Class (Sub Trust). That means, only Investors of a particular Class receive the benefit of any income and capital gains generated by the assets of the relevant Sub Trust.

Unlike the Fund, the Sub Trusts are not registered managed investment schemes. The only investor in the Sub Trusts is the Responsible Entity and is made on behalf of the investors in the Class.

Redemptions can only be made in response to a Redemption Offer made by MSI (please refer to Sections F. 6 and F. 7) to an investor in the Fund. Once a Redemption Offer is made by MSI and accepted by you, the Units you hold in that Class of Units are redeemed.

Diagram 1: Fund Structure



B. 2. Unit Classes

Interests in the Fund are divided into Units and the Units are further divided into Unit Classes.

Investors hold Units of a particular Class in the Fund and each Unit confers an equal and undivided beneficial interest in the Net Assets of that Class as a whole.

Except in relation to different classes of the Fund, no Unit confers an interest in a particular part of the Fund or in any particular asset. The price for Units reflects the value of the Class net assets in the Fund and may increase or decrease over time with the value of the underlying assets.

MSI may, in its discretion and time to time, establish further Units in different classes with different rights, obligations and restrictions including, for example, different Minimum Investment Amounts, Minimum Investment Periods and offer varying Targeted Return rates for different Unit Classes.

On establishment of a Unit Class the Responsible Entity may extend an offer to members of one class to convert their units to the new class of units, and may, change the number of Units on such a conversion. For more information, see Section F. 11.

For information about Unit pricing, please refer to Section F. 1.

B. 3. MSI Funds Management Limited

MSI Funds Management Limited is an unlisted public company which holds AFS licence number 491268.

We are wholly owned by MoneySpot Finance Pty Ltd (ACN 166 488 197), a credit provider which holds an Australian credit licence.

MoneySpot Finance is the issuer of Unsecured Notes in which the Fund invests. Further information about MoneySpot Finance is set out in Section B. 4 below. The Fund may also invest in Unsecured Notes issued by other Credit Providers from time to time.

MSI performs the role of Trustee, Responsible Entity and Investment Manager of the MoneySpot Investment Fund and Trustee of each Sub Trust.

Responsible Entity and Investment Manager

MSI's AFS licence authorises it to operate the Fund as a registered management investment scheme.

As responsible entity, it is responsible for the day-to-day operation of the Fund in accordance with its AFS licence, the Constitution, Compliance Plan, Corporations Act and general trust law. It is responsible, for example, for Unit pricing and investor reporting, but it may delegate its duties to agents and other service providers such as the Custodian and Administrator.

As responsible entity for the Fund and as an AFS licensee, MSI must act in accordance with the Corporations Act including to:

- i) act honestly;
- ii) exercise the degree of care and diligence that a reasonable person would exercise if they were in MSI's position;
- iii) act in the best interests of Investors and if there is a conflict between Investors' interests and its interests, give priority to Investors' interests;
- iv) treat Investors who hold interests of the same Unit Class equally and Investors who hold interests of different Unit Classes fairly;
- v) not make use of information acquired through being the responsible entity in order to:
 - (a) gain an improper advantage for itself or another person;
 - (b) cause detriment to the Investors; and
- vi) comply with the Scheme (Fund) Compliance Plan.

As investment manager of the Fund, MSI is responsible for the investment of the Fund's assets against the investment strategy and objectives of each Class and the overall Fund. Refer Section C for more information on the Fund's Investments.

Trustee

As mentioned above, MSI is responsible entity of the MoneySpot Investment Fund and trustee of each Sub Trust.

As Trustee under the relevant deeds of the Sub Trusts and subject to the law, MSI has wide powers including the following:

- To acquire or dispose or otherwise deal with any assets located in any jurisdiction,
- Lend all or any money at any time forming part of the Assets to any person with or without security of property,
- Borrow or raise money, grant security, enter into transactions and incur all types of obligations and liabilities such as giving a guarantee,
- Authorise any person to act as its agent or delegate to perform or exercise any discretion with the Trustee's powers including an Investment Manager.

Notwithstanding these wide powers, MSI, as trustee, must comply with general trust law to act in the best interest of members and the terms of the relevant trust deed. Amongst other things, the trust deed requires the Trustee to act on the instructions of the Responsible Entity, being the sole member of the Sub Trust, such that the Responsible Entity has day to day control of the relevant Sub Trust. This is to ensure that the acts of the Trustee are aligned with the Responsible Entity and therefore consistent with Responsible Entity's financial services obligations.

In addition to the above, it is important to note that MSI is required to act in the best interest of members of the MoneySpot Investment Fund both under general law (as trustee) of the Fund and under the Corporations Act, as responsible entity of the Fund. This ensures that whilst as trustee of the Sub Trust, MSI acts on instructions of MSI, these instructions must comply with MSI's duty to act in the best interest of its members. To this end, MSI has appropriate policies and procedures in place to ensure any perceived or actual conflicts of interest are either removed or appropriately managed.

Compliance Committee

In accordance with legal requirements, a Compliance Committee for the Fund has been formed to assist MSI to meet its compliance responsibilities. The Compliance Committee is required to have a minimum of three members, the majority of whom must be independent.

The Compliance Committee's role is to, amongst other things, monitor MSI's compliance with the Compliance Plan and Constitution in operating the Fund. The Compliance Committee reports directly to the Board and, in certain circumstances, to ASIC.

B. 4. About MoneySpot Finance

MoneySpot Finance is the issuer of Unsecured Notes in which the Fund invests and is the sole shareholder of MSI. Two directors of MSI are also directors of MoneySpot Finance and interests associated with them collectively own all of the capital of MoneySpot Finance.

MoneySpot Finance was established in 2014 and holds Australian credit licence no. 450305. MoneySpot Finance and its related parties currently offer consumer and business finance products in Australia, United States and South Africa.

Loan Products

Generally, the loan products of MoneySpot Finance and other Credit Providers are offered to individuals and are unsecured, which means that borrowers do not pledge any asset as security to qualify for a loan.

The application process and credit assessments are highly automated and are completely digital. Applicants are able to complete their loan application 24 hours a day, 7 days a week. Applicants provide authority for the lender to access and digitally extract transaction data from their bank account in order to verify income and spending levels disclosed by the applicant. Information regarding the consumers' credit worthiness is obtained from Credit Reporting Bodies and applications are typically finalised in less than 60 minutes from the time the application is commenced.

The duration of loans offered is on average 70 days. Loan repayments are scheduled monthly and drawn directly from the borrower's bank account on the day they receive their salary from their employer.

A brief description of the loan products offered by MoneySpot Finance and other Credit Providers by jurisdiction is set out below.

Default Rates

Historically, MoneySpot Finance has incurred portfolio default rates in the range of 4% to 10% of the principal amount lent. The higher end of the range is typically experienced during periods of high growth in the loan portfolio.

These historical default rates relate to the consumer loan portfolio of MoneySpot Finance Pty Ltd and its Australian subsidiaries since inception. Default Rates of other Credit Providers providing different albeit similar loan products in Australia or in other jurisdictions may vary and therefore these historical default rates may not be indicative of future default rates of MoneySpot Finance or of other Credit Providers.

Australia

Currently, MoneySpot Finance offers loan products described as small amount credit contracts (**SACCs**), medium amount credit contracts (**MACCs**) and Personal Loans to individual borrowers and sole traders.

A SACC is a loan which varies in length from 16 days to 1 year, up to \$2,000 and carries a 20% establishment fee and monthly fees of 4%.

A MACC is a loan which varies in length from 16 days to 2 years, from \$2001 to \$5000 and carries a \$400 establishment fee and monthly fees of 4%.

A Personal Loan in Australia is a reducing interest loan limited to a nominal interest rate of 48% per annum.

Business loans are loans intended for business purpose and financing charges vary depending on the type of business, the amount, term and security (if any) offered by the Borrower.

In Australia consumer loans, such as SACCs, MACCs and Personal Loans are regulated by the *National Consumer Credit Protection Act 2009* but business loans are not.

United States of America

The regulation of consumer loan products and the authorisation and licensing of Credit Providers fall under State jurisdiction in the United States of America (USA).

MoneySpot Finance USA LLC is an authorised Credit Access Business (CAB) licensed and authorised by the Office of the Consumer Credit Commissioner as a Credit Services Organisation (CSO), (Reg. No. 20200018), by the State of Texas.

MoneySpot Finance USA LLC currently offers instalment loan products of between US\$100 and US\$1,000 in principal and a duration of less than 4 months.

The company intends to obtain authorisation to offer regulated loan products on similar terms in other States of the USA.

South Africa

Unsecured and Short-term Credit Contracts are regulated under the National Credit Act of South Africa.

MoneySpot Finance (SA) Pty Ltd (NCRCP14110) is a registered credit provider under the South African National Credit Act offering short term unsecured credit contracts of between ZAR500 and ZAR4,000 (approx. A\$50 – A\$700) for between 4- and 49-days' duration.

B. 5. Key Service Providers

Custodian

One Managed Investment Funds Limited (ACN 117 400 987) (OMIFL) has acted as custodian for the Fund since inception in 2017. The Custodian's role is to hold the Fund's assets in its name and act on the direction of MSI to effect cash and investment transactions.

OMIFL has no supervisory role in relation to the operation of the Fund and has no liability or responsibility to an Investor for any act done or omission made in accordance with the Custody Agreement.

OMIFL has consented to being named as custodian of the Fund. The Custodian has not made any statement or purported to make any statement that is included in this PDS or statement on which a statement made in this PDS is based, except as set out in this paragraph. The Custodian expressly disclaims all liability in respect of, makes no representation or any statement regarding, and takes no responsibility for, any part of this PDS or any statements in or omissions in this PDS other than the reference to its name. This applies to the maximum extent permitted by law and does not apply to any matter to the extent to which the consent is given. The Custodian does not guarantee the return of any capital sums invested or any rate of return of the Fund or the performance of any obligations.

As Responsible Entity, MSI may, as circumstances change, appoint a second Custodian or replace OMIFL.

If MSI does so, it will advise Investors by publishing such disclosure information on our [website](#).

Auditor

Mazars Assurance Pty Limited (ACN 132 902 188) (**Mazars**), auditor registration number 338599, is the appointed independent auditor of the financial statements of the Fund and of the Compliance Plan. Mazars and the lead Partner have held this role since the inception of the Fund in 2017.

Mazars has consented to being named as Auditor of the Fund but disclaims all liability in respect of any part of this PDS.

As appropriate, the Responsible Entity, may replace or rotate the Auditor of the Fund.

If MSI does so, it will advise Investors by publishing such disclosure information on our [website](#).

Administrator and Registry provider

Unity Fund Services Pty Ltd ACN 146 747 122 (**Unity**) has provided fund accounting services to the Fund since inception in 2017. Unity is responsible for, among other things, maintaining the accounting books and records of the Fund, reconciling bank accounts of the Fund, calculating income and expense accruals, calculating distribution rates, and preparing annual accounts. Unity will not be responsible for loan servicing or provisioning and valuation of the Unsecured Notes or other loan products issued by the Credit Providers.

One Registry Services Pty Limited (ACN 141 757 360) (**ORS**) maintains the register of members of the Fund, which includes processing Application Money received from Investors and maintaining and updating Investor details and processing distribution payments.

Unity Fund Services Pty Ltd and One Registry Services Pty Limited have consented to being named as administrator and registry of the Fund respectively but disclaim all liability in respect of any part of this PDS.

As Responsible Entity, MSI may, replace Unity Fund Services or One Registry Services and if it does so will advise Investors by publishing a notice on our [website](#).

B. 6. Selection and Monitoring of Service Providers

MSI monitors the performance of external service providers against agreed service levels and industry standards and, if applicable, considers details of any unsatisfactory performance by external service providers as they arise.

The performance of the service providers is under consistent assessment. The contractual terms of these service engagements typically have minimum periods ranging between 12 months and 3 years. Re-appointment of a service provider upon expiration of the initial or subsequent term is contingent upon satisfactory past performance, the capabilities of the provider to continue to meet future expectations and other relevant commercial terms.

Termination of service engagement without cause within an initial or subsequent term may incur costs to the Fund. Refer to Section I. 6.

C. THE FUND'S INVESTMENTS

C. 1. Investment Objective

The objective of the Fund is to provide regular distributions to Investors and to maintain capital value. As at the date of publication and set out in Table 3 below, each Class of Units issued by the Fund has a Targeted Return rate.

The Targeted Return rates for each class reflect the difference in the Minimum Investment Amounts and Minimum Investment Periods of the respective classes.

Table 3: Targeted Return Rates

Unit Class	Rate
A Class	12.8% p. a
B Class	14.8% p. a
Wholesale (C Class)	20.0% p. a

The Targeted Return for each Class is the sum of monthly distributions paid (i.e., pre-tax, net of fees and costs) by the Fund over any twelve-month rolling period expressed as a percentage of Net Asset Value per Unit.

Assumptions underlying the Targeted Return Rates are discussed in the section below. Please review these carefully.

The Targeted Return is not a forecast. There is no guarantee that these targets or objectives will be met and MSI may not be successful in achieving Targeted Returns or any return on the Fund's investments.

The Targeted Return rates and any estimates and projections contained in this PDS involve significant elements of subjective judgement and analysis, which may or may not be correct. There may be differences between forecast and actual results because events and actual circumstances frequently do not occur as forecast and these differences may be material. You and your respective advisers should make their own independent review of the material assumptions, calculations and accounting policies upon which the accompanying estimates and projections are based.

MSI may, in its discretion and from time to time, alter or offer varying Targeted Return rates for Unit Classes. Prevailing Targeted Return rates are published on our [website](#). Refer to Section I. 10 for more information.

C. 2. Targeted Return Assumptions

The Targeted Return rates vary by Class and are pre-tax, net of fund Management Fees and Administrative Costs.

The targets are based on historical performance of managing the Fund since inception and on a series of assumptions.

Importantly, historical performance may not be a reliable indicator of future performance and the underlying assumptions may not hold true.

Assumptions underlying the Targeted Returns include but are not limited to the following:

Estimated Administration Costs during forthcoming periods and the amount invested in the Fund.

The estimated administration costs are set out in the table of the Fees and Costs Section G.

The expenses may be greater than estimated causing the Administrative Costs to be higher as a proportion of Fund Assets. This reduces the Net Income of the Fund available for distribution and results in a lower Return than the Targeted Return. A drop in Fund Assets may result in the estimated Administrative Costs as a percentage of Assets

to be higher, without any increase in actual costs, and cause the actual return to be lower than the Targeted Return.

Changes in the general level of interest rates

Our assumption regarding the rate of interest the Fund earns on Notes acquired will not decline significantly in the near to medium term (3 years).

However, the level of interest rates on the Notes acquired by the Fund may be lower than assumed.

Unsecured Notes acquired by the Fund attract a Coupon Rate which may fluctuate up and down over time in accordance with changes in credit market conditions in Australia and abroad, including where Note Issuers are able to access credit more cheaply. As a result, MSI would need to consider reducing its lending rate in order to compete for the placement of funds were the general level of interest rates to decline.

The term structure of interest rates in the respective credit markets of Note Issuers

Our assumption regarding the term structure of interest rates is that there is no material change in the different rate of interest received on Notes with terms of between 180 days and 2 years in duration from those that exist at the date of this PDS.

In interest rate markets generally the rate of interest demanded by lenders increases in relation to the term of a loan. For example, the longer the period that a depositor commits to lock funds away in a term deposit, the higher the rate of interest the depositor would expect to be paid. In credit markets, typically, the longer the term to maturity on a bond the higher the rate of coupon interest.

This relationship between interest rate and term varies throughout the economic cycle and can be strongly positive, neutral or negative.

If interest rates are generally declining or inflation is declining then the rate on a Note acquired by the Fund may be lower than a previous Note acquired for the same duration.

The terms of the Unsecured Notes in which the Fund invests

The terms of the Notes issued by MoneySpot Finance under the deed poll cover matters such as security, term of the Note, rate of interest and frequency of interest payments for example and are described in further detail in Section I. 6.

In determining the Targeted Return rates, we have assumed that the terms will remain largely the same but our assumption may not be correct. For example, the credit worthiness of MoneySpot Finance may improve and reduce the interest rate the Fund can achieve on its investments resulting in the Fund failing to achieve the Targeted Return.

The payment of Coupon interest obligations

The Targeted Returns are based on the payment of interest in full when due.

However, as discussed in Section D. 2ii) the Note Issuer may fail to make interest payments as and when they fall due.

C. 3. Return of Capital on Maturity of Unsecured Notes

The Fund seeks to maintain the capital value of all investments made. The principal risk to this objective is the default of a Note Issuer on maturity of a Note due to a lack of liquidity or insolvency.

In this way, the Assets of the Fund and the principal investments made by investors are exposed to the underlying operational and credit risk management of the Note Issuer.

Historically, MoneySpot Finance's portfolio default rates have ranged from 4% to 10% of the principal amount lent with default rates at the higher end of the range typically experienced during periods of high growth in the loan portfolio.

Were the Note Issuer to experience actual default rates significantly above this level for an extended period of time, then the risk of default on the maturity of a Note will be increased.

In this situation, the options for the Fund includes, but may not be limited to, suspending interest payments for a specified period and/or extending the maturity date of all or a portion of the maturing Unsecured Notes where the Custodian is satisfied the Note Issuer can recover or otherwise exercising the Fund's rights granted in the security deed.

In the event of a Note Issuer failing to make an interest payment or repaying a maturing note, the Note Issuer is said to be in Default. It is likely in this event that the Fund would revalue the Unsecured Notes held by the Fund. A devaluation of the Assets held by the Fund would result in a decrease in the Unit Price of the respective Classes of the Fund.

Investors are warned that the consequence of a decrease in the Unit Price would result in a loss of capital by Investors should they decide to accept an Offer of Redemption at that time.

C. 4. Selecting and Monitoring Investments

As described in Section C. 5, the Fund's current authorised investments are limited to Unsecured Notes issued by MoneySpot Finance Pty Ltd. The Responsible Entity does not anticipate approving investments in other Credit Providers until the assets of the Fund exceed \$100m.

Given this, the Fund is currently not actively seeking to identify other Creditor Providers as candidates for investment.

Performance of the Fund is primarily exposed to the credit, regulatory and operational risks of the Note Issuers.

The Responsible Entity monitors the performance of the Fund's assets on a quarterly basis by reference to a number of qualitative and quantitative measures including but not limited to a quarterly business update provided to the Compliance Committee by the Responsible Entity incorporating:

- current levels and/or prospective changes to the Note Issuers indebtedness and any prospective drawdown to any loan facility granted to the Note Issuer,
- any actual or prospective change to security granted over the Note Issuer's assets or any change to the ranking of security granted,
- actual or announced changes in external regulatory environment and likely impact on the Note Issuer,

- any regulatory contact and/or correspondence during the reporting period, including notifications or reports,
- information on the loan portfolio including portfolio value, number of loans written and portfolio loan default rate,
- disclosure of any external legal advice sought or issued,
- risk incidents identified during the reporting period,
- business initiatives and foreign subsidiary commercial progress.

On a half-yearly basis, the Responsible Entity reviews the Financial Statements and accompanying management information of the Note Issuer.

Half-yearly reviews coincide with the audit of the Fund's financial statements and a formal assessment of the value of the Note Issuer's loan portfolio and consequent change in the carrying value of the Fund's investments.

C. 5. Approved Investments

The Constitution of the Fund and respective trust deed of the Sub Trusts grant the Trustee broad discretion with respect to the nature of investments made. Notwithstanding this, the current authorised investments are Unsecured Notes issued by MoneySpot Finance Pty Ltd and Cash and Term Deposits held with Australian Deposit-taking Institutions (**Approved Investments**).

Changes to the Approved Investments of the Fund, as they arise and where the change is not materially adverse to investors' interests, will be disclosed to investors by publishing a notice on our [website](#). Otherwise, we will notify you in writing.

Currency

The Responsible Entity intends to only invest the Fund's Assets in Australian Dollar denominated assets. Although a Credit Provider might be operating abroad, the Fund will not invest in Unsecured Notes issued in a foreign currency. In doing so, any foreign currency risk will be borne by the borrower.

Borrowing Restrictions

The Fund is not permitted to enter into borrowing arrangements or in geared investment products.

Unsecured Notes

The Fund invests in Unsecured Notes issued by Credit Providers (more specifically Note Issuers) that participate in the small and medium personal and business loan segment of the credit market in Australia and abroad.

The Fund will typically purchase Unsecured Notes issued by the Note Issuer and seek a general security over their current and future assets.

The Unsecured Notes issued by MoneySpot Finance and held by the Fund attract a coupon rate reflecting the credit risk of the borrower, the term of the note, liquidity provided by the Note Issuer and general conditions in the credit markets including the level of interest rates. Consequently, the coupon rate may fluctuate up and down over time.

Unsecured Notes are typically issued with a term of between 90 days and 2 years, although this may vary depending on market conditions and the demand for funds. Coupon interest is payable monthly. A summary of the terms of the deed poll under which the Unsecured Notes by MoneySpot Finance are issued is contained in Section I. 6.

The Fund may invest in Unsecured Notes issued by Credit Providers that offer similar products to MoneySpot Finance in Australia or abroad, and that the Responsible Entity is of the view can achieve the Fund’s Targeted Return.

Those investments will be on similar terms to the Fund’s investment in Unsecured Notes issued by MoneySpot Finance although differences may apply due to the nature of the notes issued and the jurisdiction of the Credit Provider.

A list of the Fund’s holding in Unsecured Notes is published on our [website](#) and will be updated on a quarterly basis.

Note Issuers

The Responsible Entity will invest the first \$100 million of investment in the Fund in Unsecured Notes issued by MoneySpot Finance Pty Ltd.

The Fund’s current holdings in Unsecured Notes issued by MoneySpot Finance indirectly exposes the Fund to the business and operational risks of local and overseas subsidiaries of MoneySpot Finance which it directly funds.

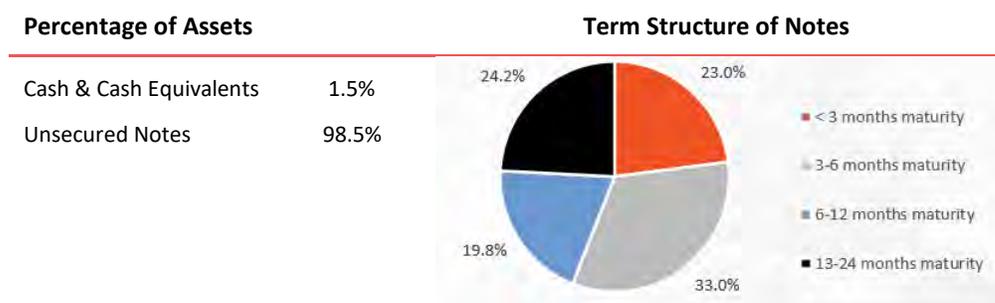
Current Investments

The Fund’s current assets are invested in Unsecured Notes issued by MoneySpot Finance Pty Ltd, a related party of the Responsible Entity, for the primary purpose of funding the loan book of MoneySpot Finance.

Although the Unsecured Notes issued by MoneySpot Finance are secured by a general security deed over their present and after acquired property other than land, the Notes acquired by the Fund are ‘Unsecured Notes’ pursuant to section 283BH of the Corporations Act.

The assets of the Fund as at June 30, 2022 were \$62m and were invested as listed below:

Diagram 2: Invested Position



The Fund’s invested position may change significantly over time. Up-to-date information (for example daily unit prices, month-end invested positions and historical performance) is available from our website or Investor Services.

The Term of the Unsecured Notes acquired by the Fund will vary and typically range from 90 days to 2 years in duration. Diagram 2 illustrates the range of maturities held by the Fund as at June 30, 2022.

C. 6. Historical Performance

The investment returns shown are historical only. Past performance is not a reliable indicator of future performance and no warranty can be given or is given for future performance of the Fund.

Table 4: Historical Returns

Performance¹	A Class	B Class	Wholesale
3 Month	3.30%	3.50%	-
6 Month	6.50%	7.30%	-
1 Year	12.7%	14.4%	-
3 Years	12.7%	-	-

Notes

1. As at 30 June 2022

All investment returns are unaudited and calculated from the distributions (Cents/Unit) for the relevant period (i.e., net of fees and costs). The returns published above reflect the investment strategy at the date of publication. Past performance is no indication of future performance. The investment returns less than 1 year are not annualised.

C. 7. Future Investments

Investments above the initial \$100m will be invested in Unsecured Notes issued by MoneySpot Finance, its Australian or its overseas subsidiaries or in Other Credit Providers offering similar short-term unsecured loan products in Australia or abroad.

The Fund's investment in Notes issued by Other Credit Providers may be on similar terms to the Fund's investment in Unsecured Notes issued by MoneySpot Finance although differences may apply due to the nature of the notes issued and the jurisdiction of the Credit Provider.

Changes to the Approved Investments of the Fund, as they arise and where the change is not adverse to the investors' interests, will be disclosed to investors by publishing a notice on our [website](#). Otherwise, we will notify investors in writing.

A list of the Fund's current holding in Unsecured Notes is published on our [website](#) and will be updated on a quarterly basis.

C. 8. Changes to Fund Investment Strategy

MSI has the right to close or terminate the Fund and change a Fund's investment return objective, asset classes and asset allocation (if any), without prior notice in some cases.

MSI will inform investors of any material changes to the Fund's investment strategy by providing six (6) month's prior written notice or as otherwise required by law.

C. 9. Conflicts of Interest

As noted above, MoneySpot Finance is the issuer of Unsecured Notes acquired by the Fund and is the sole shareholder of MSI. Two directors of MSI are also directors of MoneySpot Finance and interests associated with them collectively own all of the capital of MoneySpot Finance.

Whilst the Unsecured Notes are issued by a related party, transactions are completed on arm's length terms. Refer to Section D. 2 at "Risks of Investing in the Fund" for more information. This ensures MSI provides exposure to loan products that are at comparable market rates that is based on objective criteria and acts in the best interest of members of the MoneySpot Investment Fund.

In addition to the above, for Future Investments (that is, those above the initial \$100m investment) MSI has appropriate processes and procedures in place to ensure the selection of Credit Providers and consideration of their relevant loan products for the Fund's investment will be conducted using objective criteria (both quantitative and qualitative).

D. BENEFITS AND RISKS OF INVESTING IN THE FUND

Investors should review the content of this section carefully as it highlights particular inherent and general risks of investing in the Fund.

MSI has published a Target Market Determination for the MoneySpot Investment Fund that describes the overall class of investors that fall within the Target Market of the Fund, based on the Fund's key attributes and the consumer's likely investment objectives, needs and financial situation.

The Target Market Determination is not a substitute for the PDS and should be read in conjunction with the PDS and this risk section.

D. 1. Benefits of investing in the Fund

Some of the benefits of investing in the Fund are summarised as follows:

Targeted Return Rates

The Fund aims to achieve Targeted Returns for each Unit Class as set out in the Table below.

Table 5: Targeted Return Rates

UNIT CLASS	RATE
A Class	12.8% p. a
B Class	14.8% p. a
Wholesale (C Class)	20.0% p. a

The Targeted Return for each Class is the sum of monthly distributions paid (i.e., pre-tax, net of fees and costs) by the Fund over any twelve-month rolling period expressed as a percentage of Net Asset Value per Unit.

Assumptions underlying the Targeted Return Rates are discussed in Section C. 2. Please review these assumptions carefully.

The Targeted Return is not a forecast. There is no guarantee that these targets or objectives will be met and MSI may not be successful in achieving Targeted Returns or any return on the Fund's investments.

MSI may, in its discretion and from time to time, alter or offer varying Targeted Return rates for Unit Classes. Prevailing Targeted Return rates are published on our [website](#).

Diversification Benefits

The Fund invests in Unsecured Notes issued by Credit Providers that participate in the small and medium personal loan segment of the credit market. In doing so, the Fund's investment returns are unrelated to those generated in other asset classes, such as equities, real estate, bonds or cash deposits. This attribute of the Fund may make it suitable for including in a diversified portfolio of investment assets. However, due to the investment risk of the Fund it is unlikely to be suitable as a standalone investment.

Regular Distributions

The Fund seeks to pay distributions on a monthly basis, subject to the availability of distributable income.

Regular Redemption Offers

The Responsible Entity intends to make Offers of Redemption to the Investors in each Unit Class. Our ability to make these offers is subject to there being sufficient liquidity to make the offers and to other risk factors set out below and in Section D. 2x).

We will make information available about any Redemption Offer to eligible Investors by email.

The procedure applying to acceptance of Offers of Redemption are set out in Section F. 7.

D. 2. Risks of Investing in the Fund

Investment risk generally

Before deciding whether to invest in the Fund, it is important that you understand the risks that can affect your investment. All investments are subject to risk, and investments may not perform as expected resulting in a loss of capital or income to Investors. In particular, you should understand that:

- i) different investment strategies carry different levels of risk depending on the assets that make up the strategy;
- ii) assets with the highest long-term returns may also carry the highest level of short-term risk;
- iii) the value of your investment may go up and down;
- iv) returns are not guaranteed;
- v) you may lose money; and
- vi) previous returns are not necessarily indicative of future performance.

You should give consideration to the risk factors in this section, as well as the other information contained in this PDS before making a decision to invest in the Fund.

Capital Preservation

The Fund is not capital guaranteed. The Fund is not designed to generate capital growth.

Risk versus Return

All investments are designed with an objective to make a return and are subject to risk. This means that, as well as making money, there is also a chance that you could lose it. You might also think of risk as the possibility that your investments do not achieve your financial objectives. As a general rule, the bigger the potential investment return, the higher the investment risk and the longer the suggested investment timeframe.

Specific Fund risks

- i) Return risk

This is the risk that the assets the Fund acquires may not be able to provide sufficient income to cover the Fund's Administration Costs. As a result, the Fund may not generate an income and may meet its Targeted Return rate or in some circumstances make a loss.

An investment in the Fund is not the same as depositing money in an account with a bank and an investment in the Fund is riskier than depositing money in a transactional bank account or term deposit with a bank.

An investment in the Fund is also not covered by the depositor protections available to depositors that make a deposit with an Australian ADI. Returns are not guaranteed and are not forecasts.

ii) Credit risk

There is a risk that the Note Issuers, for example, MoneySpot Finance and other Credit Providers, or the Borrowers to whom entities such as MoneySpot Finance lends may not be able to meet their financial obligations to pay interest and/or principal in respect of the Fund's investments or loans when they fall due (Default Event), which could impact upon the Fund's performance and the value of Units.

At the date of this PDS, MoneySpot Finance has approximately \$7,000,000 in secured debt. Please note this amount may fluctuate up and down over time. MoneySpot Finance has granted a general security deed over all of its present and after acquired assets other than real property for \$5,000,000. MoneySpot Finance has granted an additional \$2,000,000 security over real property. This security ranks ahead of the security granted to Note Holders under the note deed poll until such time as the security is released. When repaid, the security granted to the lenders will be released and the Note Holders' security should rank first. There is no prescribed time frame within which MoneySpot Finance must repay the secured debt.

As disclosed above, MoneySpot Finance has entered into external finance arrangements other than its Note Issuance program to fund its loan book growth.

Investors are warned that MoneySpot Finance may undertake additional significant borrowings to accommodate the growth of the loan book and that the conditions of those arrangements are likely to include granting security over all present and after acquired property other than real property in favour of the lenders of that debt.

Investors are also warned that the ranking of such security to external borrowers may be higher than that granted to the Note Holders.

iii) Regulatory risk

The loan products offered by MoneySpot Finance and other Credit Providers are unsecured, smaller, shorter duration and attract a higher fee or interest rate than standard secured loans usually offered by a bank. As a result, they have attracted attention from government regulators and consumer advocates who have argued for tighter regulation and a reduced fee structure.

There is a risk there will be further regulation to limit the amount a consumer can be charged which could affect the Fund meeting its investment return objective. The Fund may seek to mitigate this risk by diversifying its investments across Credit Providers that operate in jurisdictions other than MoneySpot Finance, however, the Fund currently invests only in Notes issued by MoneySpot Finance and, at the date of this PDS, has not approved other Note Issuers.

A list of the Fund's holding in Unsecured Notes is published on our [website](#) and will be updated on a quarterly basis.

iv) Concentration risk

Currently, the Fund invests only in Unsecured Notes issued by MoneySpot Finance for the primary purpose of funding the loan book of MoneySpot Finance.

MoneySpot Finance is a related entity of the Responsible Entity and participates in the small and medium personal and business loans segment of the credit market and will use the funds it receives from the Fund to further participate in these markets. While this segment can historically be especially profitable with a lower overall default risk due to the spread of loans over thousands of borrowers, the majority of the loans that the Fund will have indirect exposure to are being made by one entity, MoneySpot Finance. The investment objective of the Fund will therefore highly depend on the performance of MoneySpot Finance

to be able to lend and collect interest and principal repayments from its Borrowers, and this risk is not currently spread across different Credit Providers.

The Fund's current holdings in Unsecured Notes issued by MoneySpot Finance indirectly exposes the Fund to the business and operational risks of local and overseas subsidiaries of MoneySpot Finance which it directly funds.

As the Fund geographically diversifies its investment into other Credit Providers in other jurisdictions, the added complexity of investing in different business and regulatory environments may increase the cost of managing the Fund. This may result in reduced returns to investors if the additional costs cannot be passed onto the Credit Providers.

A list of the Fund's holding in Unsecured Notes is published on our [website](#) and will be updated on a quarterly basis.

v) Defaults and non-performing loans

Investors should note the Responsible Entity believes it is inevitable that some of MoneySpot Finance's loans, and loans issued by other Credit Providers, will become delinquent as a result of Borrowers' failure or inability to pay, despite diligent credit assessment measures undertaken by MoneySpot Finance and other Credit Providers. Therefore, Investors should be aware the Fund will bear some risk in this regard.

If Default Rates in the consumer loan portfolios were to occur on a larger than expected scale, the Note Issuer's ability to pay the coupon rate and principal repayments under the Unsecured Notes it issues to the Fund may be negatively affected.

Historically, MoneySpot Finance has incurred portfolio default rates ranging from 4% to 10% of the principal amount lent with default rates at the higher end of the range typically experienced during periods of high growth in the loan portfolio. Historical Default Rates however may not be repeated in the future and there is a risk that Default Rates in the future could vary significantly.

vi) Loan origination risk

A failure by MoneySpot Finance or other Credit Provider to deploy funds to its Borrowers may compromise the Note Issuers' ability to make interest payments on the Unsecured Notes held by the Fund.

If there is insufficient demand for funds from the Credit Providers the Fund may not be fully invested. Significant cash balances on the Fund's balance sheet or investments in assets that earn less than the Targeted Return rate would compromise the ability of the Fund to meet the Targeted Returns for the respective unit classes.

vii) Legal & Regulatory change

Changes in laws (including taxation laws) or their interpretation, including changes in the practice and policy of regulators, may have a negative impact on the Fund. In addition, if the AFS Licence of the Responsible Entity or the Australian Credit Licence of MoneySpot Finance is suspended or revoked, then this could impact adversely on the Fund. A deficiency in loan documentation with the Borrowers and the Credit Providers could also, in some circumstances, adversely affect the return from the Fund's investments.

viii) Related Parties and Conflicts of Interest

MSI has significant roles and responsibilities in relation to the Fund. It is a related party and is a wholly-owned subsidiary of MoneySpot Finance and the Fund is the sole holder of the Unsecured Notes issued by MoneySpot Finance. There is a risk that decision-making between these entities may not be impartial and subject to conflicts of interest. This may adversely affect the viability of the Fund.

MSI has a conflicts of interest policy in place which acknowledges that related-party dealings present a risk to impartial and objective decision making. MSI maintains procedures to protect Investors' interests and ensure that related-party transactions are conducted on commercial arm's length terms or otherwise comply with the Corporations Act.

Where we consider that a particular conflict of interest is likely to have a materially adverse effect on Investors, we will seek to implement adequate arrangements to mitigate and prevent (where practicable) these adverse effects on Investors. We will resolve such conflicts of interest fairly and reasonably in accordance with the law, ASIC policy and our own procedures.

ix) Operational and Procedural Risk

The success of the Fund is dependent upon the operational stability of the Fund, in particular the operating and administration procedures and operational controls established by the Responsible Entity. A breakdown in the administrative procedures or operational controls may cause a disruption of day-to-day Fund operations. Such interruptions may arise internally through human error or technology and infrastructure failure or possible external events such as natural disasters or regulatory changes. Whilst procedures to address such occurrences are in place and the procedures are monitored, these risks cannot be mitigated entirely.

x) Liquidity risk

The Fund is illiquid. This means you will only be able to redeem investments in the Fund in response to a Redemption Offer made by the Responsible Entity.

The Responsible Entity can only make Redemption Offers in accordance with the Constitution and the Corporations Act if there are sufficient assets available to it to satisfy any Redemption requests made in response to the offer. The availability of assets is primarily affected by the returns the Fund receives from its investments, in particular, the payment of coupon amounts by MoneySpot Finance and other Credit Providers and repayment of Unsecured Notes on maturity.

You should be aware that whilst you may transfer your Units in the Fund to a buyer, there is no secondary market for Units.

Please refer to Section F. 6 for more information about Offers of Redemptions.

xi) Fraud

There is a risk that Borrowers may deliberately fabricate evidence to support their loan applications with MoneySpot Finance or other Credit Provider and that they have no intention of paying off their loan or have overstated their ability to pay off their loan and the credit worthiness. Although MoneySpot Finance has procedures in place to detect fraudulent applications, the risk of fraud cannot be completely discounted.

xii) Multi-Unit Class risk

Interests in the Fund are divided into Units and the Units are further divided into Unit Classes. Each Unit Class will receive the net distributable income attributable to its assets, being the interest income on Unsecured Notes less expenses. However, there is a risk that the expenses or liabilities of one Unit Class may affect the value of the other Unit Classes in the Fund and if one Unit Class is unable to pay its expenses or there is a default on a Note held by another Class, the Fund as a whole may be impacted.

Although Class Assets are intended to be segregated in the Sub Trusts, there is legally no separation between the assets of each Unit Class and investors have only a beneficial interest in those Assets.

General Fund and investment risks

i) Compliance

If we fail to comply with our AFS Licence conditions, the Constitution, Compliance Plan or Corporations Act it will likely have an adverse impact on you and the value of your investments. In particular, this may occur if ASIC take action to:

- i) wind up the Fund; or
- ii) remove us as the responsible entity.

ii) Inflation risk

Inflation risk refers to the risk an investor faces of losing the purchasing power of capital invested. Although the nominal value invested may remain, positive inflation will progressively reduce its value relative to what can be purchased by each dollar over time.

iii) Regulatory risk

There is a risk that changes to the regulatory environment for financial services or the finance industry may, either directly or indirectly, affect the value of the investment in the Fund.

iv) Taxation risk

- i) Australian tax laws are constantly in a state of flux with the introduction of various taxation amendments which may affect you.
- ii) Tax liability is your responsibility. We are not responsible for the taxation consequences of an investment in the Fund. You should consult your own taxation adviser to ascertain the tax implications of your investments. See Section 5.8 for further information.

v) Macroeconomic risk

The general state of the Australian and international economies, as well as changes in taxation, monetary policies, interest rates and statutory requirements may have a negative impact on the Fund's performance and on the value of your investment.

vi) Custodial risk

There is a risk that the custodian of the Fund may not undertake their duties in accordance with their contractual terms and this may impact upon the operations and performance of the Fund.

vii) FATCA Risk

The Fund intends to be treated under Australian FATCA rules, being the CRS, as a Reporting Financial Institution or a trustee-documented trust, and is not expected to be subject to a 30% FATCA withholding tax on US sourced income. However, this cannot be assured given the complexity of the Australian FATCA rules.

viii) Segregated accounts

It is important to note that the holding of Client monies in one or more segregated accounts may not afford Clients absolute protection.

Should there be a deficit in the segregated accounts and in the unlikely event the Responsible Entity became insolvent, Clients will be unsecured creditors with respect to the balance of our obligations.

As an unsecured creditor, Clients will need to submit to the liquidator proof of the balance of their claim. The liquidator then assesses all proofs of debts to determine the appropriate distribution of assets, and what order of priority will be taken into account.

E. HOW TO INVEST

E. 1. Who can Invest?

To be eligible to invest in the Fund, Investors must fall into at least one of the following categories:

- Individuals (either singly or jointly) over 18 years of age;
- Companies;
- Trustees and trustee companies;
- Partnerships; or
- Superannuation funds (including self-managed superannuation funds).

Wholesale Investors (Class C)

Class C Units are only available to Wholesale Clients, as defined under the Corporations Act. There are various ways in which you can meet the Wholesale Client definition. When you complete the Application Form you will need to provide the relevant certification to confirm that you meet the Wholesale Client definition. If you do not provide the appropriate confirmation, we will be unable to process your application.

You can satisfy the Wholesale Client definition by satisfying **one** of the following conditions:

1. Confirming that you are applying for C Class Units at a price, or for the value of at least \$500,000 (excluding superannuation-sourced monies¹)
2. You have net assets of at least \$2.5 million, and you are/we are applying for C Class Units in the Fund for a purpose other than for use in connection with a business. Please provide a certificate from a qualified accountant confirming this. The certificate cannot be older than 6 months.
3. You have a gross income for each of the last two financial years of at least \$250,000 per year, and are applying for C Class Units in the Fund for a purpose other than for use in connection with a business. Please provide a certificate from a qualified accountant confirming this. The certificate cannot be older than 2 years.
4. You are a 'professional investor' under one of the following:
 - a) an Australian financial services licensee
 - b) a body regulated by the Australian Prudential Regulation Authority, other than a trustee of any of the following (within the meaning of the *Superannuation Industry (Supervision) Act 1993* (Cth)):
 - i. a superannuation fund,
 - ii. an approved deposit fund,
 - iii. a pooled superannuation trust, or
 - iv. a public sector superannuation scheme
 - c) a body registered under the Financial Sector (Collection of Data) Act 2001 (Cth).
 - d) a trustee of:
 - i. a superannuation fund,
 - ii. an approved deposit fund,
 - iii. a pooled superannuation trust, or
 - iv. a public sector superannuation scheme,(within the meaning of the *Superannuation Industry (Supervision) Act 1993* (Cth)) and the fund, trust or scheme has net assets of at least AU\$10 million.

¹ **Superannuation sourced monies** are monies which the applicant knows the superannuation trustee will pay to a person as a superannuation lump sum or has been paid as an eligible termination payment or lump sum superannuation benefit during the previous 6 months.

- e) you control at least AU\$10 million including any amount held by an associate or under a trust that you manage,
- f) a listed entity or a related body corporate of a listed entity,
- g) a related body corporate of a wholesale client,
- h) an exempt public authority,
- i) a body corporate, or an unincorporated body, that:
 - i. carries on a business of investment in financial products, interests in land or other investments; and
 - ii. for those purposes, invests funds received (directly or indirectly) following an offer or invitation to the public (within the meaning of section 82 of the *Corporations Act 2001* (Cth)), the terms of which provided for the funds subscribed to be invested for those purposes
- j) a foreign entity that, if established or incorporated in Australia, would be covered by one of the preceding paragraphs in the definition of professional investor.

Foreign persons

By lodging an Application Form the applicant is taken to confirm that they are not a “foreign person” within the meaning of the Foreign Acquisitions and Takeovers Act 1975 (Cth) (FATA) or under the age of 18 at the time of the application. If the Applicant is a foreign person they should complete the non-resident section of the Application Form. This may mean the application will be rejected, depending on the applicant’s interest in the Fund and the application of FATA.

E. 2. Initial and Minimum Investment Amounts

Before making any investment, we recommend you check the Updated Information section of our website, the most recent PDS for the Fund and Target Market Determination which can be found on our website.

Table 6: Investment Amounts

	Class A	Class B	Class C
Minimum Initial Investment	\$1,000	\$250,000	\$2,500,000
Minimum Additional Investments	\$1,000	\$25,000	\$250,000
Minimum Investment Balance	\$1,000	\$250,000	\$2,500,000
Minimum Redemption³	\$1,000	\$25,000	\$250,000

Application Form

Applications to invest in the Fund can only be accepted if a completed Application Form is lodged with an accompanying electronic funds transfer for the amount of the investment.

For Class C units, applications forms and forms to certify that you are a Wholesale Client can be obtained from MSI Funds Management Ltd by request by email to invest@msifunds.com.au

Electronic

Class A and B Investors may apply for Units in the Fund by completing and returning the Application Form available in electronic form on our [website](#). Individual and Individual Trustees can apply completely electronically from our website and other account types can lodge verification documents online. Alternatively, a paper copy can be requested by contacting us by email at invest@msifunds.com.au.

All sections of the Application Form must be completed and received by us, along with your payment in order to finalise your application.

Paper Application forms or certified documents should be sent to the Registry.

One Registry Services Pty Limited ABN 69 141 757 360

Level 11, 20 Hunter Street

Sydney NSW 2000

T: 2 8188 1510

E: info@oneregistryservices.com.au

Care should be taken to ensure you provide, on the Application Form, your:

- residential address (or registered address in the case of a company or trustee Investor); and
- tax file number (TFN) or Australian Business Number (ABN).

Customer identification requirements

In accordance with the AML/CTF Act, we are required to identify, and verify the identity of, Investors. In order to do this, we must collect certain information from Investors relating to their identity and the source of their funds. We must then verify this information by citing certain verifying documentation or through independent electronic databases. If you do not provide us with this information, we may not be able to process your application.

If you are:

- applying online through our website, we may be able to verify your identification electronically. In some circumstances, the Registry may contact you to request additional or updated documentation. This will enable the Responsible Entity to properly identify applicants in order to meet the requirements of the AML/CTF Act; or
- investing through a financial adviser, they will provide you with the necessary forms and help you to complete them/

E. 3. Investing through a Platform (Class A and B only)

You may invest indirectly in the Fund through a Platform as an Indirect Investor. As an Indirect Investor, you may rely on and are authorised to use the information in the PDS to direct the Platform Operator to invest in the Fund on your behalf. An Indirect Investor does not become an Investor in the Fund.

Accordingly, an Indirect Investor does not acquire the rights of an Investor or acquire any direct interest in the Fund such as Units. The Platform Operator acquires these rights and can exercise, or decline to exercise them on behalf of the Indirect Investor according to the arrangements governing the Platform.

An Indirect Investor who invests in the Fund through a Platform should disregard the information in the PDS that is relevant only for direct Investors.

This includes information relating to:

Use application form of Platform Operator

A person investing in the Fund through a Platform should not complete the Application Form. An Indirect Investor should complete the application form supplied by the Platform Operator.

Investor Reporting

An Indirect Investor will receive no statements, tax information or other information directly from us. An Indirect Investor should receive equivalent information from the Platform Operator.

Minimum and Additional Investments, Redemptions

The provisions of this PDS which relate to Minimum Investment Amounts, Additional Investments and the Redemption of the Units will affect the Platform Operator and not the Indirect Investor.

E. 4. Cooling Off Period

There is no cooling-off period relating to an investment in the Fund because the Fund is considered illiquid.

E. 5. Application Monies

You can forward your Application Money by cheque or electronic transfer. If you (or your agent) use electronic funds transfer, then you must notify us (refer to "Identifying your Application Money" below).

Until Units are issued, Application Monies will be held on trust by MSI in an account maintained in accordance with the Corporations Act.

Electronic Transfer

For electronic transfer, the bank account details are:

Account name:	MSI Funds Client Segregated Funds Account
Bank	Commonwealth Bank
BSB	062-258
Account number	11078730

Investors who use electronic means to provide instructions (e.g., applications and redemptions) should seek verbal confirmation of receipt by phoning 1300 048 156 to ensure we have received your instructions. Whilst electronic communication is convenient it is not free from risk of the communication being lost etc.

Where we receive an instruction by electronic means that bears the Investor's account number and a signature apparently that of the Investor or authorised signatory on the account that instruction will be taken as provided by the Investor and processed accordingly. The Investor releases us from, and indemnifies us against, any loss or liability arising as a result of processing the instruction.

Identifying your Application Money

If you (or your agent) forward Application Money to us by electronic funds transfer, you will need to advise us prior to the processing cut-off time so that we can identify your money. If your money has not been receipted or identified by our bank or us, then we cannot process your application.

Any money received by electronic funds transfer without being separately advised to the Responsible Entity may be rejected and returned to the paying financial institution.

Any fees charged by a financial institution, in relation to identifying or rejecting money, will be passed on to the Investor or deducted from the Application Money.

If an electronic deposit dishonours subsequent to Units being issued, those Units are deemed not to have been created.

E. 6. Application Price

The Application Price for a Unit is calculated by dividing the net asset value of the assets attributable to the Unit Class by the number of Units on issue in the Unit Class.

When you make an investment in the Fund, we will allocate units to you based on the previous monthly closing net asset value of the relevant Class. There is no buy-sell spread.

Typically, the Unit Price is \$1.00 but the most recent monthly closing Unit Price is published in our Monthly Performance Report available on our website.

E. 7. Allocation Schedule

As set out in the table below, the frequency of allotments differs for the respective classes of units.

Applications for investment in the Fund are processed as they are received and units will be allocated at the next available date.

For weekly allocations, completed Applications and Application Monies received by 4:00pm (AEST) on Monday, Units will typically be issued on the next Business Day. If your Application Form and Application Money are received after the processing cut-off time, then your application will not be processed until the end of the following processing cut-off date up to a week later.

Allotment of Units will be made as soon as practicable after an application has been processed.

Investors will be issued with the number of Units determined by dividing the amount of the Application Money by the Application Price (see "Unit pricing" below).

The Responsible Entity reserves the right to allot Units in full for any Application or to allot any lesser number and to decline any Application Form received.

Table 6: Allotment Schedule

	Class A	Class B	Class C
Initial Applications	Weekly	Weekly	Quarterly
Additional Investments	Weekly	Weekly	Quarterly

MSI may, in its absolute discretion, accept or refuse an application for Units in whole or in part. If any application is refused then Application monies paid must be returned to the Applicant within five Business Days of the refusal.

F. HOW TO MANAGE YOUR INVESTMENT

F. 1. Valuation & Unit Pricing

The assets of each Unit Class in the Fund are valued at least every six months by the Responsible Entity or its agent, the Administrator, and the net asset value is established as per the Constitution of the Fund and the Responsible Entity's unit pricing policy.

The Application Price for each Unit in a Unit Class is fixed at \$1.00. The Redemption Price for a Unit is calculated by dividing the net asset value of the assets attributable to the Unit Class by the number of Units on issue in the Unit Class. There is no buy-sell spread.

Given the nature of the investments of the Fund, it is anticipated that except in the case of default by a Credit Provider such as MoneySpot Finance, the Redemption Price should remain constant at \$1.00 per Unit. Please note, no returns are guaranteed and you may suffer capital loss. For example, if MoneySpot Finance fails to repay the full amount of a tranche of Unsecured Notes acquired by the Fund on the date due for repayment, then the Redemption Price for the Unit Class to which the tranche relates will be the amount of money received from MoneySpot Finance less the costs associated with that investment or Unit Class divided by the number of Units in the Unit Class on issue. This may result in a Redemption Price of less than \$1.00.

A copy of our policy regarding the exercise of discretions under the Constitution concerning Unit price calculations is available free of charge on request.

F. 2. Distributions & Eligibility

The Fund seeks to make distributions monthly, but please note positive returns are not guaranteed. A distribution is a payment of the Fund's taxable income derived from the investment in Unsecured Notes. The components of the distribution may vary from period to period however the Fund does not aim to generate capital gains. There may also be times when no distribution is paid.

Distributions will comprise of an amount attributed to you from income (such as interest on Note investments) less expenses incurred by the Fund (such as management and administration fees).

The Fund does not anticipate generating capital gains and consequently expects distributions to be comprised of income only.

Eligibility

Eligibility for distributions will be determined in accordance with the Constitution.

Where a declaration of a distribution has been made, investors holding an investment during the relevant period shall be entitled to participate.

Investors do not have to hold the investment at the end of the distribution period to be entitled to participate. Investors are entitled to receive a distribution on a pro-rata basis for the portion of the period that the investment or portion of an investment that was held during the distribution period. For example, an investor who redeemed partial or all of their units during the distribution period will be entitled to receive a distribution on pro-rata basis on the number units held over the relevant period.

For the avoidance of doubt, where investors hold a number of parcels of investments, eligibility is based on the individual holding not on the investors' holdings overall.

Declaration of Distribution

The declaration of a Distribution is at the discretion of the Responsible Entity.

F. 3. Distribution Reinvestment

Investors may elect to reinvest distributions fully or in part.

The effective date for allotment of units for reinvested distributions will be the first day of the calendar month following the relevant distribution period. The Unit Price for reinvested distributions is the closing monthly Unit Price. There is no discount.

For example, for a Distribution declared for the month ending 30 June, the units will be allotted with an effective date of 1 July.

The unit application price for reinvested units shall be the ex-distribution price of the previous distribution period.

Instructions for nomination or change of election of distribution must be received by the Registry no later than 3 business days before the end of each month.

F. 4. Payment of Distributions

Distributions will only be paid to a bank, building society or credit union account. The account nominated by the Investor must be in the name of the Investor, as it is our policy not to make third party payments.

If a payment to your nominated account is rejected by your financial institution, your distribution amount will be reinvested using the Application Price at the beginning of the next week after receipt of the notice of rejection from the financial institution.

Investors will need to advise us in writing of any change to distribution nomination and account payment details. For a change to be reflected in the next distribution, such advice must be received by us no later than 5 Business Days prior to the last day of the financial year.

F. 5. Class A & B Additional Investments

Existing direct Investors in Class A and B can make additional investment through our website by clicking on the [Apply](#) button.

After verification of your email address select the applicable 'Investor Type' and select 'Existing Investor' option. Provide your MoneySpot Unit Holder number (starting with MSIF) and input the amount you wish to invest.

Table 7: Additional Investment Schedule

	Class A	Class B	Class C
Initial Applications	Weekly	Weekly	Quarterly
Additional Investments	Weekly	Weekly	Quarterly

F. 6. Offers of Redemption

Investment timeframe

Financial advisers will have differing views about the minimum investment period you should hold various investments. Your own personal circumstances will also affect your decisions and so it is recommended that investors seek advice from their professional advisor.

Fund Illiquid

As the Fund is illiquid, you can only redeem your Units in the Fund in response to an Offer of Redemption made by us. We cannot guarantee that we will make Redemption Offers.

Redemption Offers

MSI intends to make Offers of Redemption coinciding with the minimum investment term for each Class of Unit. Subsequent Offers of Redemption, if they are made, will similarly coincide with the 6, 12 and 24-month anniversaries of the initial allotment date for Class A, B and C respectively.

Investors are advised that MSI is not obliged to make Offers of Redemption.

Table 8: Redemption Offer Schedule

Unit Class	Minimum Investment Term	First Offer of Redemption	Subsequent Offers
A	6 Months	6 Months	+ 6 Months
B	12 months	12 Months	+ 12 Months
C	24 months	24 Months	+ 24 Months

As you will not be able redeem Units until, at least, the minimum investment period has elapsed in the relevant Unit Class, this is the minimum period you should consider holding an investment in the Fund. The minimum suggested investment timeframe should not be considered personal advice.

Factors affecting Offers of Redemption

Our ability to make Offers of Redemption is materially affected by a number of factors including having sufficient cash available from the Fund's investments to make such offers.

We therefore cannot guarantee that we will make Offers of Redemption as scheduled or at any time. Any Offer we make must be made in accordance with the Constitution and the Corporations Act.

However, subject to available liquidity, we expect to make Redemption Offers to Investors in a Unit Class as set out in Table 8 above.

F. 7. Procedure for Offers of Redemption

Class A and B Units: Offers of Redemption to eligible Investors, when applicable, will be made by email no later than 28 days prior to the expiry of the minimum investment term.

Class C Units: These Units are subject to a 90-Day Notice Period for withdrawals. Redemption offers, when made, will be despatched to Investors 120 Days prior to the proposed Redemption Date. MSI will not be obliged to accept nominations for redemptions received from Investors less than 90 Days from the proposed offer of redemption.

Applicable to all Units: The Offer of Redemption will typically be for the number of Units allotted in the relevant parcel. However, we are not bound to make an Offer of Redemption for the full parcel of Units and may restrict the Offer to a partial holding.

To accept the Offer of Redemption you must do so in writing by completing a Redemption Form and returning it to MSI by reply email no later than 5 business days prior to the scheduled Redemption date.

If you accept the Offer, you may elect to accept in full or elect a partial redemption subject to maintaining the minimum investment.

If you do not wish to accept the Offer or you do not respond to our Redemption Offer, then your investment in the Unit Class will continue and MSI will seek to make a subsequent Offer of Redemption coinciding with the next anniversary of the relevant allotment.

Proceeds of redemption will be sent by electronic transfer to the bank details held on file within 5 business days of the redemption date.

Multiple Parcels

Where investors have applied for and have been allotted a number of parcels of Units then each investment is subject to the minimum investment term and Offers of Redemption, when made, will apply to each investment separately.

Class A Example:

Parcel	Allotment Date	First Offer of Redemption	Outcome	Next Offer
Initial Investment	1-Jan-2022	1-July-2022	Not Accepted	1-Jan-2022
Second Investment	30-March-2022	30-Sept-2022	Partial Accept	30-Mar-2022
Third Investment	15-Aug-2022	15 Feb-2022	Full Accept	N.A

Redemption of Reinvested Distributions

Units allotted as a result of an investor's election to reinvest distributions will themselves receive distributions. All units issued as a result will be subject to an Offer of Redemption. Consequently, those Units can only be redeemed in response to an offer made by the Responsible Entity.

Compulsory redemptions

The Responsible Entity may redeem some or all of an investor's Units without asking them in accordance with the Constitution or as permitted by law.

As an example, this may occur when an investor breaches their obligation to the Responsible Entity (for example, where the Responsible Entity believes that the Units are held in breach of prohibitions contained within the Constitution) or where the Responsible Entity believes that the Units are held in circumstances which might result in a violation of an applicable law or regulation.

F. 8. Consolidation of Offers of Redemption

Where investors have applied for and have been allotted a number of parcels of Units, they may make a request to MSI to consolidate their Offers of Redemption.

A consolidation will only affect the number of Offers of Redemption, if any, an investor receives in any given period.

Consolidation of Offers of Redemption are subject to the discretion of MSI and will be contingent on MSI determining the Fund has sufficient liquidity and does not disadvantage other investors in the same Class.

Example:

Evan has invested in the MoneySpot Investment Fund since 2018 and has been allotted 36 parcels of A Class units. Each parcel has a schedule of Offers of Redemption coinciding with the anniversary date of each parcel's initial allotment date.

As a result, Evan is receiving numerous Offers of Redemption in any six-month period and it is difficult to manage.

Evan requests MSI to consolidate his Offers of Redemption and MSI agrees.

The schedule of Offers of Redemption is consolidated such that Evan only receives a single Offer of Redemption, if made, each quarter. The number of Units subject to the Offer of Redemption has increased but Evan can still elect only a partial redemption if he wishes.

F. 9. Redemption Price

The Redemption Price for a Unit is calculated by dividing the Net Asset Value of the assets attributable to the Unit Class by the number of Units on issue in the Unit Class. There is no buy-sell spread.

The Net Asset Value of each Class of Units is calculated monthly. The Redemption Price will be based on the previous month closing Net Asset Value.

Given the nature of the fixed interest-type investments of the Fund (such as Unsecured Notes), it is anticipated that except in the case of default by a Credit Provider such as MoneySpot Finance, the Redemption Price should remain constant at \$1.00 per Unit. Please note, there is no guarantee that the Redemption Price will remain at \$1.00 and you may suffer capital loss.

F. 10. Investor Reporting

The Fund is a “disclosing entity” under the Corporations Act and is subject to regular reporting and disclosure obligations under the Corporations Act as further set out in Section I. 11. These include the preparation of annual reports and half yearly reports. A copy of the audited annual and half year financial report for the Fund is available on our [website](#) each year.

You may request a hard copy of the annual report by contacting us. Copies of documents lodged with ASIC are available to the public and may be obtained from, or inspected at, an ASIC office.

As an Investor in the Fund, you will receive the following advices and reports:

- a) Investment confirmation advice, indicating your initial investment in the Fund, together with details of Application Price and number of Units issued (generally sent within 5 Business Days of the acceptance of the Application Form).
- b) Redemption confirmation, providing details of Unit redemptions and Redemption Prices (generally sent within 5 Business Days of the redemption request being processed).
- c) Regular distribution statements (generally sent on the distribution payment date).
- d) An annual taxation statement, detailing all relevant taxation information relating to distributions from the Fund required for Investor taxation returns (generally sent by the end of August each year or shortly after). Included with the statement will be historical and current financial information of the Fund.
- e) Periodic Statements will be delivered to members as soon as practicable after the end of the financial year and, in any event, no later than 31 December.

Additionally, Investors will be provided access to the investor portal hosted by the Registrar and made available on our website where annual and periodic statements can be viewed and downloaded.

F. 11. Conversion of Units

Investors may apply to the Responsible Entity to convert a parcel their holding from one Class to another.

The decision whether to accept a conversion is at the discretion of the Responsible Entity. Generally, a conversion can only be accepted when an Offer of Redemption has been made but the Responsible Entity may from time-to-time permit conversions when making variations to the Fund, for example, issuing a new Class or varying the Minimum Investment Amount.

In addition to the conditions of the relevant Class being satisfied, acceptance of the application will be contingent upon meeting the Minimum Investment Amount and Minimum Redemption Amount. The Responsible Entity shall also consider whether a conversion might confer a right on an investor not generally available to other unitholders and whether the Responsible Entity's duty to treat Investors equally.

The Responsible Entity may accept an application for conversion subject to conditions such as there being sufficient liquidity in Notes offered by the Note Issuer.

Conversions accepted may take up to 28 days to process.

F. 12. Restrictions on Redemptions, Conversions and Transfers

Class A and B Units: Offers of Redemption to eligible Investors, when applicable, will be made by email no later than 28 days prior to the expiry of the minimum investment term. A signed Redemption Request form must be received by the Responsible Entity no later than 5 business days prior to the scheduled Redemption date.

Class C Units: These Units are subject to a 90-Day Notice Period for withdrawals. MSI will not be obliged to accept nominations for redemptions received from Investors less than 90 Days from the proposed offer of redemption.

Applicable to all Units: The Offer of Redemption will typically be for the number of Units allotted in the relevant parcel. However, we are not bound to make an Offer of Redemption for the full parcel of Units and may restrict the Offer to a partial holding.

F. 13. Change of Account Details

Once invested in the Fund, Investors can change their details by notifying us by post or email.

The written request, sent by the Investor's authorised signatory, must include the Investor's:

- i) account name;
- ii) account number;
- iii) authorised signature(s); and
- iv) the details which are being changed (for example, change of address, bank account details, distribution nomination, and financial adviser details).

If changing an address, it is necessary to provide both the old and new address.

If changing bank account details for redemptions or distributions, Investors will need to provide us with an original written request, rather than a fax, photocopy or scanned version.

We issue one investor number for each Investor. If an Investor advises us to amend Investor details in respect of the Fund held, we will apply the new details across all the Responsible Entity funds in which the Investors holds units unless you tell us otherwise.

F. 14. Transferring Investments

Investors may transfer Units to any other person. However, we have the discretion to refuse transfers of Units without giving any reasons for this refusal.

To affect a transfer to another person, the following will be required:

- a) a signed and completed standard unit transfer form (with duty paid, if applicable), and
- b) notification of the transferee's Investor name and number (or if a new Investor, an Application Form).

Standard unit transfer forms are available by contacting us or by contacting the Unit Registry.

No buy-sell spread is applied to Unit transfers. A transfer of Units may have tax implications and Investors should seek their own tax advice in this regard.

G. FEES AND OTHER COSTS

G. 1. Consumer and Advisory Warning

The Corporations Regulations 2001 (Cth) requires us to include the following standard consumer advisory warning. This warning is required to be inserted into all product disclosure statements and is not specific to this PDS.

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.

G. 2. 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 Section H of this PDS.

You should read all the information about fees and costs because it is important to understand their impact on your investment. The fees and costs set out in Table 9 applies to all Classes of Units.

Table 9: Fees & Costs Summary

MoneySpot Investment Fund

Type of fee or cost	Amount	How and when paid
Ongoing annual fees and costs¹		
<p>Management fees and costs The fees and costs for managing your investment²</p>	<p>Management Fees (payable to MSI) 1.4% per annum of the net asset value of the Fund.</p> <p>Administration Costs including Expense Reimbursements Estimated to be 0.8% per annum of the net asset value of the (payable from the Fund)</p>	<p>The Management Fee:</p> <ul style="list-style-type: none"> ▪ accrues daily and is payable quarterly in arrears; and ▪ is deducted from the Fund's assets and is reflected in the Fund's Unit price. <p>If applicable, when expenses are paid by the Fund, they will be deducted from the Fund's assets and reflected in the Fund's Unit price. Expenses are generally paid when incurred. This estimate includes all ordinary expenses property incurred by the Responsible Entity and abnormal expenses are estimated at the time of this PDS to be nil. These expenses are not negotiable.</p>
<p>Performance fees Amounts deducted from your investment in relation to the performance of the product</p>	Nil	Not applicable
<p>Transaction costs The costs incurred by the Fund when buying or selling assets</p>	Nil	Not Applicable

Table 9: Fees & Costs Summary (Cont.)

Member activity related fees and costs (fees for services or when your money moves in or out of the Fund)²		
<i>Establishment fee</i> The fee to open your investment	Nil	Not applicable
<i>Contribution fee³</i> The fee on each amount contributed to your investment	Nil	Not applicable
<i>Buy-sell spread</i> An amount deducted from your investment representing costs incurred in transactions by the fund	Nil	Not applicable
<i>Withdrawal fee³</i> The fee on each amount you take out of your investment	Nil	Not applicable
<i>Exit fee³</i> The fee to close your investment	Nil	Not applicable
<i>Switching fee</i> The fee for changing investment options	Nil	Not applicable

1. All fees are expressed as a percentage of net asset value of the Fund.
2. For more information on service fees, please see “Additional explanation of fees and costs”.
3. This fee currently does not include amounts payable to an adviser (see “Adviser remuneration” under the heading “Additional explanation of fees and costs”). Should this change, we will update Investors in accordance with the Corporations Act.

EXAMPLE OF ANNUAL FEES AND COSTS OF THE FUND

This table provides an example of how the fees and costs of the Fund can affect your investment over a one-year period. You should use this table to compare this product with other products offered by managed investment schemes.

Table 10: Fees & Costs Example

Example – Class A		Balance of \$50,000 with total contributions of \$5,000 during year ¹
Contribution Fees	Nil	For every additional \$5,000 invested you will be charged \$0 .
	1.4% p. a management fee	
PLUS Management Fees and costs	0.8% p.a administration costs ² and expense recoveries (for ordinary expenses)	And , for every \$50,000 you have in the Fund you will be charged or have deducted from your investment \$1,100 each year.
PLUS Performance Fees	Nil	And , you will be charged or have deducted from your investment \$0 in performance fees each year
PLUS Transaction Costs	Nil	And , you will be charged or have deducted from your investment \$0 in Transaction Costs
EQUALS Cost of Fund	2.2% p. 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 \$1,100 ³ What it costs you will depend on the fees you negotiate with the Fund.

1. It is a requirement of the Corporations Regulations that the above example assumes a balance of \$50,000 and an additional contribution of \$5,000.
2. The Administration Costs disclosed in this example include estimates for the costs of administering the Fund and any ordinary Expense Recoveries.

The calculation of the Management Fee in the example assumes that the additional \$5,000 invested in the Fund occurs at the end of the relevant period and therefore no Management Fees are payable on the additional investment. The example assumes no abnormal expenses are incurred. Additional fees may apply such as any upfront or ongoing fees you agree to pay your adviser. You should refer to the Statement of Advice provided by your adviser for information regarding fees payable by you to them.

ADDITIONAL EXPLANATION OF FEES AND COSTS

a) Administration Costs

The Constitution of the Fund allows all properly incurred expenses to be recovered directly from the Fund. This includes the Administration Expenses and Expense Recoveries discussed below.

Administration Expenses as at the date of this PDS are estimated to be 0.8% p.a

Administration Costs are deducted from the assets of the Fund and not charged directly to your account. They do not include contribution fees, transaction costs or additional service fees.

Administration Costs are the ordinary and every day expenses incurred in operating the Fund. These ordinary expenses include:

- i) fees and expenses payable to the Custodian, Registrar and Administrator;
- ii) fees and costs of the audit of the Fund and the Compliance Plan;
- iii) statutory charges including taxes, government fees and levies;
- iv) registry charges, accounting fees, legal fees, printing of annual reports, postage and handling, Compliance Committee costs, expert and consultant fees;
- v) all other costs, disbursements and outgoings incurred in connection with the management and administration of the assets and performance of the duties and functions of the responsible entity under the Constitution; and
- vi) all costs and expenses incurred in relation to the preparation, due diligence, printing, promotion and distribution of this PDS and any costs incurred in amending or replacing any the Constitution or Compliance Plan or any other aspect of the Fund.

Abnormal expenses are expenses that are not normally incurred in the day-to-day operation of the Fund and are not necessarily incurred in any given year. They may include costs associated with holding Investor meetings, changing the Constitution or defending or pursuing legal proceedings. Abnormal Expense Recoveries are not included in the estimate of Administration Costs described in this section.

As at the date of this PDS, abnormal expenses are estimated to be nil.

b) Expense Recoveries

MSI is entitled to be reimbursed for expenses and costs incurred in the proper execution of our duties as Responsible Manager and Trust of the Fund (Expense Recoveries).

The Constitution allows all properly incurred expenses to be recovered from the Fund and does not place any limit on the amount or types of expenses that can be recovered.

Our estimate of Expense Recoveries are included in the estimated Administration Costs of 0.8% p.a.

c) Management Fees

Management Fees are the fees payable under the Constitution to MSI for the management of the Fund. Management Fees are calculated on the net asset value (after Administration Costs) of the Fund accruing daily and are payable quarterly in arrears from the assets of the Fund. The Responsible Entity receives a management fee of 1.4% per annum of the net asset value of the Fund.

We reserve the right to delay or waive payment of the above fees at our discretion.

d) Transaction costs

Transaction costs are costs incurred by the Fund in acquiring and disposing of investments. Transaction costs that the Fund may incur include stamp duty on real property transactions and brokerage on securities transactions. Transaction costs represent an additional cost to the investor where it is not recovered by the buy-sell spread charged by the Fund.

At the date of this PDS, there are no transaction costs for the Fund.

e) Borrowing Costs

As at the date of this PDS, borrowing costs for the Fund are estimated to be nil.

f) Differential Fee Arrangements

We may negotiate different fee arrangements, such as fee rebates, waivers or reductions, for Wholesale Clients. Such differential fee arrangements will be by individual negotiation with us in our sole discretion.

At the date of this PDS there are no Differential Fee Arrangements.

g) Fee Entitlement

Notwithstanding anything else contained in this PDS, our entitlement to fees and expenses under the Constitution will be deducted from the assets of the Fund prior to distribution payments being made to Investors.

h) GST, stamp duty and other transactional costs

All fees stated in this PDS include (if applicable) GST less any reduced input tax credits and stamp duty.

Transaction costs, such as government taxes, duties, levies, bank charges and account transaction charges, associated with the acquisition of assets from funds subscribed by Investors are paid from the Fund.

i) Fees for Indirect Investors

Indirect Investors must also refer to the fees and costs payable for the Platform they are investing through. The Platform Operator will be the registered holder of Units and may charge you fees that are different or in addition to the Fund's fees detailed in this section. You should refer to the offer document for the relevant Platform for more information.

j) Payments to your financial adviser

Fees payable by you to your financial adviser are pursuant to your arrangements with the financial adviser. The Responsibility Entity is therefore not responsible for, and have no liability in respect of, these arrangements. You should refer to the statement of advice your adviser provides you for details of the fees charged by them.

k) Fee maximums and changes to fees

Under the Constitution the Responsibility Entity may charge a higher Management Fee up to 3% per annum and may, within the bounds of the Constitution, elect to change these fees (e.g., due to changes in economic conditions and size of the Fund) without the Investors' consent however Investors will be provided at least 30 days written notice of any increase in fees.

H. TAXATION

H. 1. Introduction

Investing in a registered managed investment scheme is likely to have tax consequences. The information contained in the following summary is intended to be of a general nature only.

It does not constitute tax advice and should not be relied on as such. You are strongly advised to seek independent professional advice on the tax consequences of an investment in a Fund, based on your particular circumstances, before making an investment decision.

Tax position of the Fund as an ordinary trust

Generally, Australian income tax will not be payable by the Fund because Investors will be presently entitled to all of the distributable income of the Fund each year ending 30 June. If there is net income of the Fund that no Investor is presently entitled to, the Fund will be subject to tax at the highest marginal tax rate (plus Medicare levy).

Tax position of the Fund as an Attribution Management Investment Trust (AMIT)

If the Fund qualifies and elects to be treated as an AMIT, the Investors of the Fund must include in their assessable income their “determined members component”, which broadly speaking is the trustee’s allocation of the net (taxable) income of the Fund to each Investor as determined on a fair and reasonable basis in accordance with the Fund’s constituent documents (e.g., the Constitution and this PDS).

H. 2. Australian Resident Investors

Distributions

For information about the calculation of your distribution entitlement, see ‘Distributions’ in clause 5.6.

The net income of the Fund as stated on your distribution statement must be included in your income tax return for the year of the entitlement even if the distribution is received in the following year – see ‘Annual Tax Statement’ below.

Capital Gains Tax — general

Any Redemption, disposal or transfer of units in the Fund may create loss (or, in extraordinary circumstances, a gain), which will be treated either on capital or revenue account, depending on your circumstances.

Capital Gains implications – ordinary trust

If the cash distribution to an Investor exceeds an Investor’s allocation of the Fund’s net (taxable) income, the excess (known as a “tax deferred” distribution) will generally not be assessable to the Investor. This can arise as a result of timing differences between taxable income and accounting income. However, any such distribution will reduce the Investor’s CGT cost base on their Units. Once the cost base of the Units has been reduced to nil, further tax deferred distributions are assessable as capital gains to the Investor under CGT event E4.

Capital Gains implications – AMIT

If the cash distribution plus tax offsets to an Investor exceeds an Investor’s allocation of the Fund’s net (taxable) income, the excess will generally not be assessable to the Investor. However, any cash plus tax offsets distributed will reduce the Investor’s CGT cost base on their Units. Once the cost base of the Units has been reduced to nil, further cash or tax offsets distributed are assessable as capital gains to the Investor under CGT event E10.

Investors may be able to increase their tax cost base of their units if the total taxable determined member components (i.e., the Fund's net (taxable) income assessed to the Investors) exceeds the cash distributed plus tax offsets. This increase to the cost base will occur as a result of CGT event E10.

Annual Tax Statement

We will issue annual tax statements for the Fund at the end of August each year, or shortly after. It will show the taxable and non-taxable components of your distributions.

Any net cost base adjustments will also be shown on the annual tax statement if the Fund is an AMIT.

Non-Resident Investors

Non-resident Investors are liable to tax on Australian sourced income and capital gains distributed by the Fund. Non-resident Investors may also be subject to tax in the country they reside in, but may be entitled to a credit for some or all of the tax paid in Australia.

Reporting

We are required to report to the ATO certain information relating to your transactions in the Funds, including distribution information.

For Investors that are considered to be residents of certain countries for tax purposes, we may be required to obtain additional information and report it to the ATO or overseas tax authority each year, including investment balances and income received under rules designed to combat tax evasion in the relevant country. See Section 5.10 for more information regarding FATCA.

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

Providing your TFN is not compulsory but without it or the appropriate exemption information we have to withhold tax from your distributions at the highest marginal tax rate (plus Medicare Levy) until your TFN or exemption is provided.

You may prefer to provide an ABN as an alternative to your TFN if your investment is made as part of an enterprise.

We are authorised under tax laws to collect TFNs and ABNs in connection with your investment in the Fund.

Goods and Services Tax (GST)

GST generally applies to the fees, costs and expenses payable by the Fund, including Administration Costs and other fees or expenses payable to us.

Generally, the Fund cannot claim a credit for all of the GST paid but may be entitled to claim a reduced input tax credit (RITC), which represents a portion of the GST applicable to Administration Costs and certain other expenses.

The Administration Costs and other fees and expenses specified in the table within 'Fees and other costs' in clause 6 show the approximate net cost to the Fund of these amounts payable to us, on the basis that the Fund is entitled to claim RITCs for the GST on these amounts

H. 3. Overseas investors

No action has been taken to register or qualify the Units or the offer of Units or otherwise permit a public offering of the Units, in any jurisdiction outside Australia. The Units have not been and will not be registered under the United States Securities Act of 1933 (US Securities Act) and may not be offered or sold in the United States (US) or to, or for the account or benefit of US persons except in transactions exempt from the registration requirements of the US Securities Act. The distribution of this PDS in jurisdictions outside Australia may be restricted by law and therefore persons into whose possession this PDS comes should inform themselves about and observe any such restrictions. Any failure to comply with these restrictions may constitute a violation of those laws.

The PDS does not constitute an offer of Units in any jurisdiction where, or to any person whom, it would be unlawful to issue this PDS. Where this PDS has been dispatched to any persons domiciled outside Australia and where that country's securities code and legislation require registration, this PDS is provided for information purposes only. It is the responsibility of any overseas applicant to ensure compliance with all the laws of any country relevant to his or her application. The return of any duly completed Application Form will be taken by us to constitute a representation and warranty that there has been no breach of such laws and that all necessary approvals and consents have been obtained.

H. 4. FATCA and CRS

The United States has introduced rules known as enacted the U.S. Foreign Account Tax Compliance Act (FATCA) which are intended to prevent US persons from avoiding tax. Broadly, the rules may require the Fund to report certain information to the Australian Taxation Office (ATO), which may then pass the information on to the US Internal Revenue Service (IRS). If you do not provide this information, we will not be able to process your application.

In order to comply with these obligations, the Responsible Entity will collect certain information about you and undertake certain due diligence procedures to verify your FATCA status and provide information to the ATO in relation to your financial information required by the ATO (if any) in respect of any investment in the Fund.

The Australian Government has implemented the OECD Common Reporting Standards Automatic Exchange of Financial Account Information (CRS) from 1 July 2017. CRS, like the FATCA regime, will require banks and other financial institutions to collect and report to the ATO.

CRS will require certain financial institutions to report information regarding certain accounts to their local tax authority and follow related due diligence procedures. The Fund is expected to be a 'Financial Institution' under the CRS and intends to comply with its CRS obligations by obtaining and reporting information on relevant accounts (which may include your units in the Fund) to the ATO. In order for the Fund to comply with their obligations, we will request that you provide certain information and certifications to us. We will determine whether the Fund is required to report your details to the ATO based on our assessment of the relevant information received. The ATO may provide this information to other jurisdictions that have signed the "CRS Competent Authority Agreement", the multilateral framework agreement that provides the mechanism to facilitate the automatic exchange of information in accordance with the CRS. The Australian Government has enacted legislation amending, among other things, the Taxation Administration Act 1953 of Australia to give effect to the CRS.

Failure to comply with our FATCA Obligations could result in the Fund being subject to a 30% US withholding tax on payments of US income or gross proceeds from the sale of particular US securities. However, to the extent that all information requested by us is obtained, this withholding tax should not apply to the Fund or Investors. It is important to note that:

- a) although the Fund may attempt to take steps to avoid the imposition of this withholding tax, no assurance can be given that the Fund will be successful, and
 - b) if you fail to provide us with any information requested by us, and we become subject to such withholding tax, we may seek to recover the amount of such tax from you.
-

I. ADDITIONAL INFORMATION

I. 1. Complaints and Dispute Resolution

MSI Funds Management Limited offers its investors (regardless of whether you hold Units in the Fund directly or indirectly) both an internal and external dispute resolution process that is readily accessible and free. If investing via a Platform and your complaint concerns the operation of the Platform, then you should contact the Platform Operator directly.

If you have a complaint, please give us the opportunity to fix the problem. We will investigate the matter, answer your questions, and do all we can to rectify the issue to your satisfaction.

To help us help you, please follow this step-by-step process:

- Gather all documents that relate to your complaint, think about the questions you want answered and decide what you want us to do.
- Write to us or speak to us directly. If we can, we will resolve the issue straight away.
- If we need time to investigate, we let you know how long we anticipate to take and who in our team will be looking after your complaint.

We will acknowledge your complaint in writing within 1 business day of receiving your complaint either requesting further information and/or setting out a process and timeframe to resolve it. We will respond to your complaint within 30 days.

If you have a complaint or dispute about any aspect of your investment in the Fund, please write to us at:

The Complaints Officer

MSI Funds Management Limited

PO Box 1006

Strawberry Hills NSW 2012

Alternatively, you can email us at invest@msifunds.com.au.

We are a member of, and participate in, the Australian Financial Complaints Authority (AFCA), membership number 46352, an independent complaints resolution organisation. If you feel your complaint has not been satisfactorily resolved by us, then you are entitled to make a complaint to AFCA at:

Australian Financial Complaints Authority

Website: afca.org.au

Email: info@afca.org.au

Telephone: 1800 931 678 (free call)

In writing to: Australian Financial Complaints Authority, GPO Box 3 Melbourne VIC 3001

I. 2. Privacy

MSI takes all reasonable steps to protect your personal information. In addition to the collection of information pursuant to the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) (see Section I. 2 for more details), personal information is collected for the purpose of providing financial services in relation to the various investment products to Investors. Consistent with this purpose, we will use your personal information for:

- a) processing your Application Form to acquire Units;
- b) informing you or any potential investment opportunities in funds to be promoted and/or managed by us or any of our related entities (if you do not wish to receive this information, please contact MSI);
- c) administering the Fund (including calculation of entitlements and distributions, and ownership and interests in Units); and
- d) any purpose related to the above purposes.

If you provide incomplete or incorrect information, we may be unable to provide you with the product or service for which you are applying.

We may need to collect personal information about a third party from you as part of your Application Form. If we do this, you agree you will advise that person that we have collected their information, and that in most cases they can access and seek correction of the information we hold about them.

Your personal information may be disclosed to our related entities and any organisation (such as an accountant, auditor, Custodian or Administrator) involved with the administration of the Fund for any of the above purposes.

The provision of the personal information requested is needed to allow your application to be processed. By completing the Application Form, you consent, for the purposes of the Spam Act 2003 (Cth) to receiving commercial e-mails us, our related entities or any other entity involved in the administration of the Fund.

In most cases, you can gain access to and seek correction of your personal information. Should you wish to do so, or if you have any queries about your information, please email us at invest@msifunds.com.au.

You should also read our privacy policy. Our privacy policy contains information about:

- a) how you can access and seek correction of your personal information;
- b) how you can complain about a breach of the privacy laws by us and how we will deal with a complaint; and
- c) if we disclose personal information to overseas entities, and where practicable, which countries those recipients are located in.

Our privacy policy is available on our website invest.moneyspot.com.au/privacy or by email on invest@msifunds.com.au.

1. 3. Anti-Money Laundering

Under Australian legislation, the *Anti-Money Laundering and Counter- Terrorism Financing Act 2006* (AML/CTF Act), certain additional identification is required from Investors. We are obliged under this legislation to satisfy thorough Investor identification and verification requirements prior to accepting an application for Units in the Fund. The processing of applications may be delayed until any requested documentation is received in a satisfactory form and the identity of the Investor is verified.

If an Investor or Indirect Investor invests in the Fund through a dealer, Platform Operator or financial adviser, then they will request and collect any verification materials from the Investor or Indirect Investor. Investors who invest in the Fund directly must provide us with the relevant identification material, along with a completed Application Form.

We may request additional information from Investors and Indirect Investors where we reasonably consider it necessary to satisfy our obligations under the AML/CTF Act.

I. 4. Labour Standards and Social, Ethical and Environmental Considerations

MSI does not take into account labour standards, environmental, social or ethical implications for the purpose of selecting, retaining or realising the investments.

I. 5. Interests of the Responsible Entity and its Directors

Pursuant to the Constitution, our employees and officers are entitled to apply for Units. Those investments are offered on the same basis as that of other Investors. MSI strictly enforces the scheduled Offers of Redemption to Directors and employees. Directors and Staff are not permitted to transact dealings in their Units outside of the scheduled Offers of Redemption and, in some circumstances, may be restricted from acquiring or disposing of their interests during certain periods.

The Fund may invest in other products for which we act as responsible entity, trustee, manager or agent or which are issued by our related parties such as MoneySpot Finance.

I. 6. Material Documents

We consider that certain documents are material to the operations of the Fund and may be relevant to you. A description of material documents, together with a summary of the more important details of each of these documents, is set out below.

Constitution

The Constitution establishes the Fund and governs your rights and obligations as an Investor. Investors are bound by the provisions of the Constitution. The Constitution and the Corporations Act regulate the operation of the Fund and set out the rights and liabilities of Investors and of our responsibilities and duties as the responsible entity.

The Constitution includes provisions which relate to:

- the responsible entity's powers, duties and obligations;
- the rights and obligations of Investors;
- the ability of Investors to remove the responsible entity;
- the issue of Units and the procedure for the redemption of Units;
- unit pricing;
- the transfer and transmission of Units;
- the valuation of the Fund;
- fees payable to the responsible entity;
- the responsible entity's right to be indemnified by the Fund for expenses, losses and liabilities arising in its capacity as responsible entity providing it has properly performed its duties;
- the winding up of the Fund;
- meetings of Investors;
- complaints and procedures in relation to the Fund; and
- the responsible entity's limitation of liability (subject to the Corporations Act).

We may amend the Constitution without Investor consent where we reasonably consider the amendment will not adversely affect Investors' rights. Otherwise, the Constitution can only be amended where at least 75% of votes cast by Investors (at a meeting convened in accordance with the Constitution and the Corporations Act) vote in favour of the amendment.

We may retire or be removed as responsible entity by Investors in accordance with the Corporations Act.

Investors may view a copy of the Constitution at our registered office during business hours. A copy of the Constitution may be obtained by searching ASIC records or by written request to us

Compliance Plan

We have adopted a Compliance Plan which has been lodged with ASIC. The Compliance Plan is a document that outlines the principles and procedures in relation to the conduct of the Fund that we follow to ensure we comply with the provisions of the Corporations Act, ASIC policies and guidelines and the Constitution.

The Compliance Plan deals with a wide range of issues including:

- that the assets of the Fund are identified as assets of the Fund;
- the assets of the Fund are valued at appropriate regular intervals; and
- accurate records of the Fund's operations are kept.

Each year, the adequacy of the Compliance Plan is audited by an external Compliance Plan auditor and the audit report is lodged with ASIC.

The Compliance Plan may be viewed at our offices during normal business hours.

Custodian Agreement

The Responsible Entity has entered into a Custodian Agreement in respect of the Fund.

The Custodian has been appointed under the Custodian Agreement to hold the Fund's assets. The Custodian's duties also include maintaining certain records relating to the assets and providing quarterly reports to the Responsible Entity. The Custodian's liability under the Custodian Agreement is limited, except in the case of fraud, wilful default, negligence or breach of the Custodian Agreement by the Custodian.

The Custodian is entitled to be indemnified or reimbursed for expenses incurred in connection with the performance of its duties and the exercise of its powers under the Custodian Agreement.

Either party may terminate the agreement immediately on the occurrence of certain other events, including, acts of insolvency, and material breaches of the agreement. However, should the Responsible Entity wish to terminate the Agreement without cause within an Initial Term specified in the agreement, the Fund shall be liable for the custody fees for the remaining period of the Initial term (**Termination Fee**).

Should the Unit Classes of the Fund undergo a reorganisation that results in the termination of a Sub Trust Custody Agreement then the Fund Custody Agreement will be subject to a new minimum term of 2 years (**Restructure Term**). Should the Responsible Entity subsequently terminate the Fund Custody Agreement the Fund will become liable for Termination Fees for any remaining period of the Restructure Term.

At the date of this PDS, the Initial Term and fees for the Custody Agreements are set out below:

- MoneySpot Investment Fund (Fund Custody Agreement) – Initial Term expired 9 December 2020.
- MSI Fund Sub Trust B – Initial Term expires 19 May 2023.
- MSI Fund Sub Trust C – Initial Term expires 29 June 2024.

The parties may agree to amend these fees from time to time in accordance with the Custodian Agreement.

Note deed poll and general security deed

The Unsecured Notes held by the Fund are issued pursuant to a note deed poll dated 10th March 2017. Although the notes issued by MoneySpot Finance are secured by a general securities deed over all present and after acquired property other than land of MoneySpot Finance, the notes are 'Unsecured Notes' pursuant to section 283BH of the Corporations Act.

Pursuant to the note deed poll:

1. Each Unsecured Note ranks:

a) subordinate to any finance facility of MoneySpot Finance.

At the date of this PDS, MoneySpot Finance has approximately \$7,000,000 in secured debt. Please note this amount may fluctuate up and down over time. MoneySpot Finance has granted a general security deed over all of its present and after acquired property other than land in respect of \$5,000,000 of that debt. MoneySpot Finance has granted an additional \$2,000,000 security over real assets. This security ranks ahead of the security granted to the Note Holders under the note deed poll until such time as the security is released. When repaid, the security granted to the lender will be released and the Note Holders' security should rank first. There is no prescribed time frame within which MoneySpot Finance must repay the secured debt.

As disclosed above, MoneySpot Finance has entered into external finance arrangements other than its Note Issuance program to fund its loan book growth.

Investors are warned that MoneySpot Finance may undertake additional significant borrowings to accommodate the growth of the loan book and that the conditions of those arrangements are likely to include granting security over all present and after acquired property other than land in favour of the lenders of that debt; and

Investors are also warned that the ranking of such security to external borrowers may be higher than that granted to the Note Holders.

- b) upon a winding up of MoneySpot Finance, ahead of all present and future unsubordinated and unsecured debt obligations of MoneySpot Finance and ahead of all shares; and
- c) equally with other notes issued to noteholders.

2. Interest accrues daily at the applicable coupon rate and must be paid monthly in arrears.

3. On the maturity date for each note, MoneySpot Finance is obliged to repay the amount redeemed by Investors plus any outstanding interest.

4. An event of default occurs if:

- a) MoneySpot Finance does not pay the whole or any part of the moneys owing to the noteholder when due;
- b) an external administrator is appointed to MoneySpot Finance or any of its assets; or
- c) an order is made for the winding up of MoneySpot Finance.

5. After an event of default, the Fund as the noteholder may declare the moneys owing payable. If so, the moneys owing become immediately payable by MoneySpot Finance to the Fund.

6. Noteholders (such as the Fund) have no rights to receive notices of or to attend general meetings of MoneySpot Finance nor vote at general meetings, except as provided by the Corporations Act.

Under the general security deed, MoneySpot Finance has granted a security interest over all its present and after acquired property other than land to the Custodian (on behalf of the Fund). If an event of default occurs, such as a failure of MoneySpot Finance to pay interest it is obliged to pay to noteholders such as the Fund, then the Custodian may take certain actions to enforce the debt, including the appointment of receivers to MoneySpot Finance.

The Fund's investment and other Credit Providers are expected to be on similar terms to the Fund's investment in Unsecured Notes issued by MoneySpot Finance as described above however differences may apply due to the nature of the notes issued and the jurisdiction of the Credit Provider.

1. 7. Application Monies & Segregated Accounts

Application monies that we receive from investors are classified as Client assets and are administered in accordance with the provisions of the Corporations Act.

Consequently, all monies that are held by us prior to the allocation of Units in the Fund are segregated from the assets of the Responsible Entity.

However, we have certain rights together with obligations:

- We must account for these monies and ensure all transaction records are made available to the Fund Auditors,
- We may withdraw, deduct or apply any amounts payable by you from a segregated account or invested by us, including, without limitation making a payment for, or in connection with, the provision of our services to you,
- Interest earned on Application Money will not form part of the Assets of the Fund and is not available to a particular Applicant nor is it attributable to a particular Applicant.
- We may invest those monies as permitted under the Corporations Act and are entitled to any interest or investment earnings. The Responsible Entity will only hold those monies in the following permitted investments:
 - A deposit with an Australian Deposit Taking Institution (ADI) or
 - A Cash Management Trust issued by an ADI

WARNING ABOUT SEGREGATED ACCOUNTS

It is important to note that the holding of Client monies in one or more segregated accounts may not afford Clients absolute protection.

Should there be a deficit in the segregated accounts and in the unlikely event the Responsible Entity became insolvent, Clients will be unsecured creditors with respect to the balance of our obligations.

As an unsecured creditor, Clients will need to submit to the liquidator proof of the balance of their claim. The liquidator then assesses all proofs of debts to determine the appropriate distribution of assets, and what order of priority will be taken into account.

1. 8. Investors' Liability

The Constitution seeks to limit the liability of Investors to the amount of their investment plus other moneys payable to us or the Fund pursuant to the Constitution (if any). However, because this is a matter which can only ultimately be determined by the courts, no assurance or guarantee is given that Investors' liability will be limited in a manner discussed above.

1. 9. Indemnity for the Responsible Entity

To the extent permitted by the Corporations Act and the law, MSI, as Responsible Entity, is indemnified out of the assets of the Fund against any claim, action, damage, loss, liability, cost, expense or payment which we incur or are liable for, provided that it does not arise from our fraud, negligence or breach of trust.

I. 10. Updated Information

Where there is a change to information which is not materially adverse to Investors this updated information will be made available on our [website](#) (Updated Information). If you require a paper copy of any Updated Information, please email your request to invest@msifunds.com.au and it will be provided without charge on request.

While this PDS and any Updated Information are up to date at the time of preparation, changes may be made to the Fund from time to time. Investors should ensure that they keep up to date with the latest information on the Fund.

To obtain this information either:

- a) visit our [website](#) or
- b) call email us at invest@msifunds.com.au.

A paper copy of the most recent information will be sent to you free of charge on request.

I. 11. Disclosing Entity

As the Fund has greater than 100 Investors it is subject to regular reporting and disclosure obligations under the Corporations Act as a disclosing entity. Copies of any documents lodged with ASIC in relation to the Fund may be obtained from, or can be inspected at, an ASIC office. These documents include:

- a) the Fund's annual financial report most recently lodged with ASIC;
- b) the Fund's half year financial report lodged with ASIC (after lodgement of the annual financial report and before the date of the current PDS); and
- c) any continuous disclosure notices lodged with ASIC (if required) after the lodgement of the annual report and before the date of the current PDS.

Any continuous disclosure obligations we have will be met by following ASIC's good practice guidance via website notices rather than lodging copies of these notices with ASIC.

Accordingly, should MSI, as responsible entity of the Fund, become aware of material information that would otherwise be required to be lodged with ASIC as part of its continuous disclosure obligations, we will ensure that such material information will be made available as soon as practicable on the website.

Investors have a right to obtain a copy of the above documents, free of charge, in respect of the Fund.

The Fund's half-year and annual financial reports are published on our [website](#).

I. 12. Documents – meeting of members

Investors can elect whether to have notice of meeting and any other meeting related documents delivered in physical or electronic form. When you complete the application form you will be asked to make an election (which you can change at any time).

You can also request to have any specific meeting related document provided to you in physical or electronic form at any time by contacting us on the contact details shown on the last page of this document.

I. 13. Electronic PDS

This PDS is available in electronic form on [website](#). Upon request, we will send to any person receiving this PDS electronically, a paper copy of the PDS (and an Application Form) free of charge.

We will not accept a completed Application Form if we have reason to believe that the applicant has not received a complete paper copy or electronic copy of the PDS, or if we have reason to believe that the Application Form or electronic copy of the PDS has been altered or tampered with in any way.

While we believe that it is extremely unlikely that during the period of the Offer the electronic version of this PDS will be tampered with or altered in any way, we cannot give any absolute assurance that this will not occur. If you are in doubt about the validity or integrity of an electronic copy of the PDS you should immediately request a copy of the PDS directly from us or your adviser.

I. 14. Declarations and Consents

We are the issuer of this PDS. Except as expressly set out below, each of Mazars, as the auditor of the Fund, One Managed Investments Funds Limited, as the custodian of the Fund, Unity, as the administrator for the Fund and ORS as Registrar to the Fund:

- have not authorised or caused the issue of this PDS;
- have not made, nor purported to make, any statement that is included in this PDS and there is no statement in this PDS which is based on any statement by them;
- expressly disclaim and take no responsibility for any part of this PDS other than the references to their names;
- does not guarantee the repayment of capital or any particular rate of capital or income return, including the Targeted Return rates;
- have not withdrawn their written consent to be named in this PDS in the form and context in which they are named; or
- have not withdrawn their written consent to the inclusion in this PDS of the information in this section in the form and context in which it is included.

I. 15. Directors' Authorisation

Each of the Directors has consented to, and authorised, the issue of this PDS.

J. GLOSSARY

Administrator	Unity Fund Services Pty Ltd ACN 146 747 122;
ACL	Australian credit licence;
AFS licence	an Australian financial services licence issued by ASIC;
Application Form	the application form available at invest.moneyspot.com.au ;
Application Money	the money payable by an applicant on submitting the Application Form;
Application Price	\$1.00 for a Unit in each Unit Class;
ASIC	the Australian Securities and Investments Commission;
ATO	Australian Taxation Office;
Board	the Responsible Entity's board of directors;
Borrower	means a recipient of short-term funding by a Credit Provider;
Business Day	a day other than a Saturday, Sunday or public holiday in Sydney, New South Wales;
Compliance Committee	the committee established by the Responsible Entity in accordance with the Corporations Act, as described in section 2.4(c);
Compliance Plan	the compliance plan for the Fund;
Constitution	the constitution for the Fund;
Corporations Act	the Corporations Act 2001 (Cth);
Credit Providers	are issuers and providers of loan products. See Section B.4 for more information;
Credit Reporting Bodies	A credit reporting body (or CRB) is an organisation whose business involves handling personal information in order to provide another entity with information about the credit worthiness of an individual.
CRS	means Common Reporting Standard;
Coupon Rate	the nominal yield paid by a fixed-income security expressed as a percentage rate per annum.
Custodian or OMIFL	One Managed Investment Funds Limited ABN 47 117 400 987;
Custodian Agreement	the agreement pursuant to which the Responsible Entity has appointed the Custodian to act as custodian in relation to the Fund;
Directors	the directors of the Responsible Entity, from time to time;
FATCA	U.S. Foreign Account Tax Compliance Act;
Fund	MoneySpot Investment Fund ARSN 616 929 849;
Indirect Investor	an investor that invests in the Fund through a Platform;
Investor	a member of the Fund;

IRS	US Internal Revenue Service;
MACCs	medium amount credit contracts;
MoneySpot Finance	MoneySpot Finance Pty Ltd ACN 166 488 197 (formerly Speedymoney Pty Ltd); Australian Credit Licence no. 450 305
Note Holder	Any purchaser of Notes issued by MoneySpot Finance under the deed poll dated 10 May 2017 as varied from time to time.
Note Issuers	MoneySpot Finance Pty Ltd or other Credit Providers that issue Unsecured Notes;
Offer	the offer of Units made in this PDS;
PDS	this product disclosure statement;
Platform	an investor-directed portfolio service, wrap account, master trust or portfolio administration service;
Platform Operator	the operator of a Platform;
Redemption Offer	Also Withdrawal Offer, an offer of redemption or withdrawal made by the Responsible Entity to an investor. An investor may only redeem units in response to a Redemption Offer and may accept such an offer for some or all of the units to which the offer applies.
Redemption Price	the price at which Units are redeemed. The withdrawal price for a Unit is calculated by dividing the net asset value of the assets attributable to the Unit Class by the number of Units on issue in the Unit Class. The Redemption price rises and falls with changes in the value of the underlying assets held in the Fund and attributable to the Unit Class. There is no buy/sell spread included in the Redemption Price;
RE, responsible entity, us, our and we	MSI Funds Management Limited ACN 614 077 995; AFSL 491 268 (formerly MoneySpot Investments Limited)
SACCs	small amount credit contracts;
Targeted Return	the sum of monthly distributions paid (i.e., pre-tax, net of fees and costs) by the Fund over any twelve-month rolling period expressed as a percentage of Net Asset Value per Unit for the respective class.
Unit	a unit in the Fund;
Unit Class	a class of Units in the Fund;
Updated Information	is explained in Section 7.9;
Unsecured Notes	An unsecured note is a loan that is not secured by the issuer's assets. Unsecured Notes are similar to debentures but offer a higher rate of return. Unsecured Notes provide less security than a debenture. Such notes are also often uninsured and subordinated. The note is structured for a fixed period.
Wholesale Client	has the meaning given in sections 761G and 761GA of the Corporations Act;
you and your	a person who subscribes for and is issued a Unit.

K. DIRECTORY

Responsible Entity

MSI Funds Management Limited
ACN 614 077 995
Level 1, 7-11 Little Buckingham St
Surry Hills NSW 2010

e: invest@msifunds.com.au
w: invest.moneyspot.com.au

Custodian

One Managed Investment Funds
Limited
ACN 117 400 987
Level 16, Governor Macquarie Tower
1 Farrer Place,
Sydney NSW 2000

Registrar

One Registry Services Pty Limited
ABN 69 141 757 360

Level 11
20 Hunter Street
Sydney NSW 2000
T: +61 2 8188 1510
w: info@oneregistryservices.com.au

Auditor

Mazars Assurance Pty Limited
Level 11, 307 Queen Street
Brisbane QLD 4000