

Schroders

Schroder Specialist Private Equity Fund APIR Code: SCH0038AU

Product Disclosure Statement Issued: 5 February 2021

ARSN: 131 418 025

Issuer and responsible entity

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Important information

This Product Disclosure Statement ("PDS") is a summary of significant information relating to the Schroder Specialist Private Equity Fund (ARSN 131 418 025). This PDS is issued by Schroder Investment Management Australia Limited ("**Schroders**", "**Responsible Entity**", "**our**", "**we**", or "**us**") as responsible entity for the Fund. References to "Schroders Group" are to Schroders plc and its subsidiaries. You should read and consider all the information in this PDS before making a decision to invest in the Fund. No other fund, trust or class of units is offered in this PDS.

No Schroders Group company, other than us, makes any statement or representation in this document. The information contained in this PDS is general information only and does not take into account your objectives, financial situation or needs. Before acting on the information contained in this PDS you should consider the appropriateness of the information in this PDS having regard to your objectives, financial situation and needs. You should seek financial advice tailored to your objectives, financial situation and needs.

An investment in the Fund is subject to investment and other risks, including possible delays in payment and loss of income and capital invested. Investments in the Fund are not deposits with or other liabilities of the Responsible Entity or any of its related bodies corporate, affiliates, associates or officers. Neither the Fund, Schroders, nor any of its related bodies corporate or associates, guarantees in any way the performance of the Fund, repayment of the capital from the Fund, any particular return from, or any increase in the value of, the Fund. For more details on the risks, please refer to section 3 of this PDS, 'Risks of investing in the Fund.'

The offer of units in the Fund is available to persons receiving a copy, electronic or otherwise, of this PDS within Australia or New Zealand. This does not constitute an offer or invitation in any jurisdiction, or to any person to whom it would be unlawful to make such an offer.

All references to dollars are in Australian dollars unless otherwise specified. Capitalised terms in this PDS are defined terms and they are listed in the glossary section in this PDS or defined elsewhere in the PDS. Days are calendar days unless otherwise specified as Business Days.

The information in this PDS is up-to-date at the time of preparation. Certain information in this PDS is subject to change from time to time where it is deemed not materially adverse and such updates will be published on Schroders' website: www.schroders.com.au. A paper copy of any updated information will be given, or an electronic copy made available to you without charge, upon request by contacting Schroders. Where a change is considered materially adverse, we will issue a supplementary PDS or a replacement PDS.

Consents

JPMorgan Chase Bank N.A. (Sydney Branch) acts as custodian of the Fund ("**JPMorgan**") and Link Market Services Limited acts as unit registrar for the Fund ("**Link**"). The NAV of the Underlying Fund is determined by Brown Brothers Harriman (Luxembourg) S.C.A. ("**Brown Brothers**"). Each of JPMorgan, Link and Brown Brothers have provided written consent to being named and the statements about them in the form and context in which they are included in this PDS. JPMorgan, Link and Brown Brothers were not otherwise involved in the preparation and distribution of this PDS, are not responsible for, and did not cause, the issue of this PDS, are not responsible for any particular part of this PDS or for the accuracy or completeness of any information included in it, and do not guarantee the success or performance of the Fund or the repayment of capital or any particular rate of return. None of JPMorgan, Link and Brown Brothers have withdrawn their consent before the date of this PDS.



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1. Who is managing the Fund?

About the responsible entity

Schroder Investment Management Australia Limited

Schroders is the responsible entity for the Fund and the issuer of this PDS. As responsible entity, Schroders is responsible for selecting and managing the assets and overseeing the operations of the Fund. This responsibility includes establishing, implementing and monitoring the Fund's investment objective.

Schroders offers a range of investment products and is part of the Schroders Group. The Schroders Group is one of the largest independent investment managers providing investment management services from offices in 35 locations across Europe, the Americas, the Asia-Pacific, the Middle East and Africa. While many financial institutions try to provide all things to their clients, we specialise in just one – pure investment management.

In Australia, Schroders is a wholly owned subsidiary of Schroders plc, a publicly listed UK company with origins in banking and finance dating back over 200 years. Financial services has been a core business for Schroders in Australia since 1961. For further information, please visit our website www.schroders.com.au.

About the investment manager

Schroder Adveq Management AG

Schroder Adveq Management AG ("**Schroder Adveq**" or "**Investment Manager**") is an indirectly wholly owned subsidiary of Schroders plc and the investment manager of the Schroders Group's private equity funds and mandates. It is a key part of the Schroders Private Assets business that also includes real estate, infrastructure financing and private debt.

Schroder Adveq offers specialised investment solutions both regionally and across market segments, using primary, secondary and co-investments. Its client base comprises institutional investors such as pension funds, insurance companies, endowments, family offices and other financial institutions worldwide. Many of Schroder Adveq's clients are repeat, long-term investors with whom Schroder Adveq has developed a role as a trusted partner for private market investing. Schroder Adveq has private equity professionals based in offices in Zurich, Frankfurt, London, Jersey, New York, Beijing and Hong Kong.

Schroder Adveq is authorised as an asset manager of collective investment schemes and distributor of Schroder Adveq funds by the Swiss Financial Market Supervisory Authority ("**FINMA**") and is registered with the US Securities and Exchange Commission ("**SEC**") as an Investment Adviser under the Investment Advisers Act of 1940. Schroder Adveq is also a member of the Swiss Private Equity & Corporate Finance Association ("**SECA**") and the German Bundesverband Alternative Investments ("**BAI**").

Schroder Adveq is responsible for portfolio management of the GAIA II Specialist Private Equity Fund ("**Underlying Fund**") as delegated to it by Schroder Investment Management (Europe) S.A. ("**SIM Europe**"). SIM Europe is the Management Company for Schroder GAIA II which is an open-ended investment company organised as a "société anonyme" under the laws of the Grand Duchy of Luxembourg and qualifies as a Société d'Investissement à Capital Variable ("**SICAV**") and is an alternative investment fund within the meaning of article 1 (39) of the Luxembourg 2013 Law on alternative fund managers. SIM Europe is a wholly owned subsidiary of Schroders plc. The Fund invests substantially all of its assets into the Underlying Fund.

2. At a glance

Fund details		
Fund name	Schroder Specialist Private Equity Fund	
ARSN	131 418 025	
APIR	SCH0038AU	
Minimum investment	\$500,000, which may be waived at Schroders' absolute discretion. The minimum additional investment is \$50,000.	
Investment details		
Investment return objective¹	The Fund aims to provide capital growth over the medium to long term by providing exposure to a diversified range of private equity investments worldwide by investing in the Underlying Fund.	Further information is outlined under 'Fund description' in section 4 of this PDS.
Type of investment	<p>The Fund is a feeder fund and will invest substantially all of its assets in the Underlying Fund. The Underlying Fund invests in equity interests of companies that are not listed on stock exchanges (private equity) and that are seeking to actively build, grow or transform. The Underlying Fund's assets will be allocated on an opportunistic basis across private equity strategies, regions, sectors and industries.</p> <p>The Underlying Fund may access investment opportunities through primary and secondary investments in private equity funds and direct investments or co-investments. The Underlying Fund may invest up to 100% of its total net assets in unlisted securities. However, no more than 10% of its total net assets may be invested in any single company. (assessed as at the time of investment). The Underlying Fund will not invest more than 25% of its total net assets in funds or companies managed by any single investment manager. (assessed as at the time of investment). The Underlying Fund may, on an exceptions basis, hold up to 100% of its assets in cash.</p> <p>The Underlying Fund has access to a credit facility of up to 30% of NAV. This would be used in periods of intense market stress to avoid having to make forced asset sales to meet capital calls on commitments from the underlying portfolio of the Underlying Fund.</p>	
Management style²	Active private equity investing	
Hedging	Unhedged	
Liquidity	<p>The assets of the Underlying Fund are generally expected to be illiquid. The Underlying Fund imposes a number of restrictions on withdrawals. The Fund relies on being able to withdraw or otherwise realise its interests in the Underlying Fund to meet withdrawal requests from unitholders.</p> <p>As such, the Constitution provides that the responsible entity of the Fund has up to 36 months to satisfy a withdrawal request in certain circumstances. Unitholders should take this into consideration when deciding whether to invest in the Fund.</p>	Further information is outlined under 'How to withdraw from the Fund' in section 8 of this PDS.

Distribution frequency	<p>None.</p> <p>No cash distributions are paid, however, taxable income (if any) will be attributed to unitholders each year in accordance with the applicable tax laws.</p>	<i>Further information is outlined under 'Distributions' in section 9 and 'Taxation' in section 10 of this PDS.</i>
Risks of investing in the Fund	<p>Investment in the Fund should be considered as high risk. The Fund is designed only for informed and sophisticated investors who can bear the economic risks of the loss of their investment in the Fund and who have a limited need for liquidity in their investment. Therefore, the Fund is not suitable for investors who depend on the short-term availability of their funds. There can be no assurance that the Fund will achieve its investment objective or that any investor will get the money they have invested back.</p> <p>There are risks specific to private equity and the withdrawal provisions of the Underlying Fund (which are described in more detail in 'Withdrawals' below).</p>	<i>Further information is outlined under 'Risks of investing in the Fund' in section 3 of this PDS.</i>
Fees and other costs		
Fees when your money moves in or out of the Fund	Nil	<i>Further information is outlined under 'Fees and other costs' in section 6 of this PDS.</i>
Management fees and costs³	<p>The management fees and costs of the Fund are estimated to be in the range of 2.46% to 2.54% p.a. of the net asset value ("NAV") of the Fund which comprises of the following components:</p> <ul style="list-style-type: none"> - a management fee: 1.48% p.a. of the NAV of the Fund; - indirect costs: estimated in the range of 0.98% to 1.06% p.a. of the NAV of the Fund; and - expense recoveries: estimated to be 0% p.a. of the NAV of the Fund. 	
Fund valuations		
Net asset value	<p>The NAV of the Fund is a reflection of the value of the Fund. The NAV is calculated by deducting the liabilities from the aggregate value of the assets. The NAV per unit is derived by dividing the NAV by the number of units on issue in the Fund. The NAV and NAV per unit will ordinarily be calculated monthly and be available 21 Business Days after month end.</p>	<i>Further information is outlined under 'Additional Fund information' in section 5 of this PDS.</i>
Entering and exiting the Fund		
Applications	<p>Applications are processed monthly. All applications received before the cut-off time of 3pm Sydney time on the 11th calendar day of each month (or, where that day does not fall on a Business Day, 3pm Sydney time on the preceding Business Day) will be processed for that month.</p>	<i>Further information is outlined under 'How to invest in the Fund' and 'How to withdraw from the Fund' in sections 7 and 8 of this PDS.</i>
Withdrawals	<p>Withdrawals are generally processed quarterly on the last Business Day in March, June, September and December. Settlement will typically occur 23 Business Days after the end of the following quarter. However, the Constitution provides that the responsible entity of the Fund has up to 36 months to satisfy a withdrawal request in certain circumstances. Investors should note that net withdrawals out of the Underlying Fund are limited to no more than 5% of the Underlying Fund NAV per calendar quarter. This may mean that any withdrawal request made by the Fund in respect of its interests in the Underlying Fund may not be satisfied in full in any given quarter. This may in turn affect the processing of withdrawal requests by the Fund.</p> <p>In addition, investors should be aware of the Special Dealing Procedure of the Underlying Fund (described in more detail in Section 8 of the PDS) and the impact that this may have on withdrawals.</p>	

Reporting and contact details

Reporting	Confirmation of applications/withdrawals, periodic transaction statements, distribution summary, annual tax statement, fund report and financial reports.	<i>Further information is outlined under 'Keeping you informed' in section 11 of this PDS.</i>
Contact details	Website: www.schroders.com.au Telephone: Client Services (9am – 5pm EST): +61 1300 136 471 Email: info.au@schroders.com	

¹Further information on the investment objective, strategy and benefits of the Fund is outlined in the 'Fund description' in section 4 of this PDS.

²Active: This means that the investment manager of the fund regularly makes decisions about buying and selling investments of the Fund.

³Management fees and costs: This represents the management fee (which includes any normal operating expenses incurred by the Fund as these are paid out of the management fee), estimated expense recovery and estimated indirect costs. Fees charged by Schroders are inclusive of GST less any RITC entitlement, where applicable. See the 'Fees and other costs' section of this PDS for further details. Schroders may rebate or reduce the management fee at its discretion where permitted by law.

3. Risks of investing in the Fund

It is important to understand the risks associated with investing in the Fund. The nature of investment markets is such that the return on investment markets, as well as individual investments, can vary significantly and future returns are unpredictable. In the event that any of the risks (including those described on the following pages) eventuate then they may affect the value of the Fund's assets and hence unit prices. Different types of investments perform differently at different times and have different risk characteristics and volatility.

The risks of and return on investments will be influenced by a variety of factors, including many outside the control of Schroders, such as domestic and international markets, economic conditions, political climates, interest rates and inflation.

The Fund should be considered as a high risk investment. It is not intended as a complete investment program. The Fund is designed only for informed and sophisticated investors who can bear the economic risks of the loss of their investment in the Fund and who have a limited need for liquidity in their investment. The Fund is designed as a medium to long-term investment and therefore is not suitable for investors who depend on the short-term availability of their funds. There can be no assurance that the Fund will achieve its investment objective or that any investor will get the money they have invested back.

The Fund will invest all or substantially all of its assets in the Underlying Fund. Consequently, the risks of investing in the Underlying Fund will, by virtue of the Fund's structure, be risks of investing in the Fund.

The main risk factors which may affect the returns of the Fund include:

Risks arising from the nature of investments in private equity

Private equity investments typically display uncertainties which do not exist to the same extent in other investments (e.g. listed securities). Private equity investments may be in entities which have only existed for a short time, which have little business experience, whose products do not have an established market, or which are faced with restructuring etc. Any forecast of future growth in value may therefore often be encumbered with greater uncertainties than is the case with many other investments.

While private equity investments offer potentially significant capital returns, funds and companies may face business and financial uncertainties. There can be no assurance that their use of the financing will be profitable to them or to the Underlying Fund. Investing in private equity and venture capital funds and unlisted companies entails a higher risk than investing in companies listed on a recognised stock exchange or on other regulated markets. This is in particular because of the following circumstances:

- The Underlying Fund may invest directly and indirectly in less established companies, which may subject it to a greater risk of loss. Such companies do not have any prior operating history. There can be no assurance that the managers of such companies will be able to meet their objectives or that such investments completed by the Underlying Fund will provide returns commensurate with the risk of investing in such companies.
- The Underlying Fund's co-investments may afford it only limited rights as a shareholder and, as a result, it may be unable to protect its interests in such investments. In addition, in certain private equity funds in which the Underlying Fund may invest, other investors may be able to vote to cause a liquidation of such fund at a time when the Underlying Fund would not have so voted.
- Unlisted companies are often highly dependent on the skills of a small group of managers/directors. These companies often have limited resources.

An investment in the Fund should be thought of as a medium to long-term investment.

Investments in private equity funds and funds of private equity funds

The Underlying Fund is permitted to invest in private equity funds and funds that invest in private equity funds established in jurisdictions where no or limited supervision is exercised on such funds by regulators. Further, the efficiency of any supervision may be affected by a lack of precision of investment and risk diversification guidelines applicable to, and the flexibility of the investment policies pursued by, such funds.

This absence of supervision by regulators in respect of such funds may result in a higher risk for unitholders.

Unitholders in the Fund will bear indirectly the management and advisory fees, including performance fees if any, charged by the investment managers of the various private equity funds, funds of private equity funds and listed private equity investments in which the Underlying Fund invests.

It is possible that, even at times when the Fund has a negative or zero performance, the Fund will, indirectly, bear performance fees levied within the various private equity funds, funds of private equity funds and listed private equity investments in which the Underlying Fund invests.

Liquidity risk of private equity investments

Private equity investments are often illiquid long-term investments that do not display the liquidity or transparency characteristics often found in other investments (e.g. listed securities).

Securities or other financial assets that the Underlying Fund may invest into may be difficult to sell. The eventual liquidity of all investments will depend on the success of any realisation strategy proposed. Such strategies could be adversely affected by a variety of factors. There is a risk that the Underlying Fund may be unable to realise its investment objectives by sale or other disposal at attractive prices or at the appropriate times or in response to changing market conditions, or will otherwise be unable to complete a favourable exit strategy. Losses may be realised before gains on disposals. The return of capital and the realisation of gains, if any, will generally occur only upon the partial or complete disposal of an investment.

It may be difficult to dispose of investments made in unlisted companies. A realisation of investments in unlisted companies may be achieved by way of public offerings or sales to joint venture partners, strategic partners or other investors. However, any realisation of the investment of the Underlying Fund in a company may require the agreement of other shareholders in the company, or the consent of the board of directors of the company, or the approval of the relevant authorities. The timing and profitability of the exit strategy for direct investments can be negatively affected by external economic factors beyond the control of the Underlying Fund.

There is no established secondary market for investments and although there has been an increasing volume of secondary investment opportunities in recent years, no liquid market has developed nor is one expected to develop.

Liquidity risk of the Underlying Fund structure

The directors of the Underlying Fund ("**Directors**") have broad discretion to cease the withdrawal of shares in the Underlying Fund. Any restriction will directly limit the ability of the Fund to redeem the interests it holds in the Underlying Fund.

Net withdrawals out of the Underlying Fund will be limited per calendar quarter to 5% of the Underlying Fund NAV at the end of the preceding quarter unless the Directors waive such restriction either partially (by determining a higher percentage) or in its entirety.

Where the Fund is unable to withdraw its interests in the Underlying Fund or is restricted in the amount it may withdraw, it is likely that the Responsible Entity will not accept withdrawal requests (or will not accept withdrawal requests in full) and accordingly this will limit the ability of investors to withdraw from the Fund.

During situations of illiquidity, volatility or abnormal market conditions the Underlying Fund may invoke a 'Special Dealing Procedure' which may result in applications and withdrawals being suspended and adjustments to application and withdrawal prices to reflect volatile or uncertain asset prices. This may have a materially adverse effect on the Fund if the Fund intends to make an application or withdrawal during a Special Dealing Procedure.

PROSPECTIVE INVESTORS MUST BE AWARE OF THE POTENTIAL LIMITATIONS ON THEIR ABILITY TO WITHDRAW FROM THE FUND. SCHRODERS DOES NOT PROVIDE ANY GUARANTEE CONCERNING THE LIQUIDITY OF THE FUND OR THE ABILITY OF AN INVESTOR TO WITHDRAW THEIR INVESTMENT.

Valuation risk

It may be difficult to find appropriate pricing references in respect of unlisted investments. This difficulty may have an impact on the valuation of the portfolio of investments. Certain investments are valued on the basis of estimated prices and therefore subject to potentially greater pricing uncertainties than listed securities.

Investment selection risk

The Investment Manager uses an investment selection process to identify investment opportunities which it believes are most likely to outperform over the medium to long term. There is a risk that these investments will not perform in line with the Investment Manager's expectations, however, this risk is mitigated to some extent by the knowledge, experience and processes of the Investment Manager.

Investment specific risk

There may be instances where an investment in which the Underlying Fund invests will fall in price because of investment specific factors (for example, where a company's major product is subject to a product recall). The value of investments can vary because of changes to management, product distribution, investor confidence, internal operations or the company's business environment.

Gearing risk

The Fund does not intend to borrow.

The Underlying Fund has access to a credit facility of up to 30% of net asset value to help it manage through periods of intense market stress where distributions from the underlying companies in the investment portfolio reduce to a level at which the Underlying Fund cannot meet the capital calls on commitments from the underlying portfolio. The credit facility would be used to avoid the Fund from having to make forced asset sales to meet these capital calls.

Private equity funds (and the companies in which they invest) may borrow and as such leverage may be incurred through multiple levels in the fund structure.

Currency risk

Units in the Fund are denominated in Australian dollars. However, investments of the Underlying Fund will likely be denominated in other currencies. Movements in the exchange rate between the Australian Dollar and other currencies may cause the value of these investments to fluctuate when expressed in Australian Dollars.

The Fund does not hedge its exposure to currency risk.

Settlement risk

The Underlying Fund will regularly make investments which are settled outside of established clearing systems. For example (i) investments made in non-listed companies, (ii) investments which are only based on agreements and for which the investor has no security as proof of the investment, or (iii) investments in securities where the delivery of securities does not occur at the same time as payment of the purchase price. Moreover, the settlement of investments or dividends and/or realisations may be more difficult or become impossible because of circumstances which are not within the power of the Investment Manager (technical problems, sovereign restrictions, force majeure events, etc).

Interest rate risk

Changes in official interest rates can directly and indirectly impact (negatively or positively) on investment returns.

Generally, an increase in interest rates has a contractionary effect on the state of the economy and the valuation of stocks. For example, rising interest rates can have a negative impact on an entity's value as increased borrowing costs may cause earnings to decline. As a result, the entity's security price may fall.

Market risk

Market risk is the possibility that the market as a whole has negative returns over short or even extended periods. Market risk also relates to the risk that the value of investments can be directly or indirectly affected by changes in legislation, economic policy, political events, technology change, changes in global economic conditions (e.g. growth and inflation) and pandemics or health crises.

Business, legal and tax risks

In some jurisdictions in which the Underlying Fund may invest the interpretation and implementation of laws and regulations and the enforcement of shareholders' rights under such laws and regulations may involve significant uncertainties. Furthermore, there may be differences between accounting and auditing standards, reporting practices and disclosure requirements and those generally accepted internationally.

The Underlying Fund, and the funds in which it may invest, may be subject to withholding and other taxes. Tax law and regulations of any jurisdiction are frequently reviewed and may be changed at any time, in certain cases with retrospective effect. The interpretation and applicability of tax law and regulations by tax authorities in some jurisdictions are not consistent and transparent and may vary from jurisdiction to jurisdiction and/or region to region. Any change in taxation legislation could affect the value of the investments held by and the performance of the Underlying Fund and by extension the Fund.

Conflicts of interest risk

A conflict of interest arises when two parties may have competing interests, and this may cause Schroders or one of its agents or service providers to not act in the best interests of investors or a conflict may arise between various unitholders. Schroders maintains a conflicts of interest policy to ensure that all conflicts of interest (actual or perceived) are identified and appropriately managed. Appropriate conflicts of interest policies are also maintained in respect of the Underlying Fund.

Cyber security risk

Unitholder details as well as the Fund's holdings are held electronically. There is a risk of financial loss, disruption or damage from either internal or external, accidental or malicious conduct targeting either the responsible entity or any of the responsible entity's agents or service providers resulting in unauthorised access to digital systems, networks or devices for the purposes of misappropriating assets or sensitive information, corrupting data, or causing operational disruption.

Fund risk

The following risks are inherent in any managed fund, including the Fund:

- the investment team may change, which may affect the Fund's future performance;
- investing in the Fund may result in a different outcome to investing directly because of the application of tax laws to the Fund, income or capital gains accrued in the Fund, the deduction of management costs, and the impact of investments into and withdrawals out of the Fund by other investors;
- investments into and withdrawals out of the Fund by other investors may also affect the taxable income distributed to an investor during a financial year as those cash flows trigger asset purchases and sales;
- the costs of your investment may increase through an increase in fees and costs. We will provide at least 180 days' prior written notice if we decide to increase the management fee, and we will not charge a performance fee for this class of units in the Fund unless the fee is approved by an ordinary resolution (see 'Changing the fees' in section 6 of this PDS);
- the Fund may be terminated; and
- an investment in the Fund may lead to more volatile returns than investing in a fund with a more diversified portfolio.

As stated above, as a result of these risks, the value of an investment in the Fund and the level of distributions may change.

4. Fund description – Schroder Specialist Private Equity Fund

Investment objective

The Fund invests substantially all of its assets in the Underlying Fund. The investment objective of the Underlying Fund is to provide capital growth over the medium to long term by investing in a diversified range of private equity investments worldwide.

Investment strategy

The Underlying Fund will make private equity investments (directly and indirectly) in entities that are seeking to actively build, grow or transform. The Underlying Fund aims to provide diversified exposure by allocating its assets on an opportunistic basis across private equity strategies, regions, sectors and industries. The Underlying Fund intends to access its targeted investment opportunities through primary and secondary investments, and direct/co-investments, although especially in the early years of the Underlying Fund, focus will be greatest on secondary investments and co-investments.

The Underlying Fund intends to make investments to obtain exposure to a range of private equity strategies, including:

- **venture capital** – providing seed capital to companies at an early stage of development (venture capital);
- **growth capital** – providing follow-on or expansion financing to companies in their development stage;
- **buyout** – management or leverage buy-outs of mature companies; and
- **special situations** – providing financing to companies which are undergoing special situations such as restructuring.

The Underlying Fund seeks to be global with a focus on Europe and the United States, an additional allocation to Asia and a small opportunistic allocation to other world regions.

Flexibility in targeting the best investment opportunities

The Underlying Fund aims to use its flexibility to allocate capital across categories, strategies, regions, types of investments and industries, to target those investment opportunities that, at any one time, based on Schroder Adveq's assessment, are most attractive.

A regular top-down assessment of relevant private equity segments is conducted, where segments are defined by the different combinations of regions and strategies. The top-down assessment includes several criteria, including, most importantly, the analysis of the capital demand/supply situation of each segment. The bottom-up selection of opportunities follows Schroder Adveq's established selection processes for primary, secondary and direct/co-investments and takes into account the specific investment criteria of the Underlying Fund.

The Underlying Fund intends to invest in portfolio companies through and alongside specialised fund managers that take an active ownership role in these companies. It intends to invest with fund managers that have the financial, strategic and operational capabilities to develop the underlying portfolio companies accordingly. The Underlying Fund aims to emphasise control position investments and control position strategies as well as minority positions and minority position investment strategies where, individually or as a group, institutional investors have a strong influence on the development of the portfolio companies. In addition, the Underlying Fund may invest in other minority positions and other minority position strategies in areas identified as particularly attractive investment opportunities.

Investment restrictions and expected allocation ranges

Expected allocation ranges

While the Underlying Fund has flexibility in relation to the allocation of capital across strategies, regions and types of investments, Schroder Adveq's current expectations on the allocation of the investment portfolio of the Underlying Fund as at the date of this PDS are set out in the table below.¹

Estimated geographic allocation ranges	USA:	30% to 50%
	Europe:	30% to 50%
	Asia/Others:	10% to 30%
Estimated target allocation by strategy	Small/mid buyouts: ²	60%
	Large buyouts:	10% to 15%
	Venture/growth:	25%
Estimated target asset allocation by private equity segment	Cash:	10% to 20%
	Secondaries:	30% to 50%
	Co-investments and direct deals:	30% to 50%
	Primaries:	0% to 20%
	Other private equity: ³	0% to 10%

¹Allocation ranges expressed as a percentage of the Underlying Fund's invested portfolio. Target allocations are considered at the time of making an investment and the Underlying Fund's portfolio will not be rebalanced if it later moves outside of target allocations (for example, through changes in the value of existing investments).

²This refers to targets with enterprise value of less than €100 million or US\$100 million.

³Other private equity refers to private equity like investments including vehicles managed by firms generally recognised as private equity firms.

Investment restrictions

The Underlying Fund may invest up to 100% of its total net assets in unlisted securities. However, no more than 10% of its total net assets may be invested in any single company (assessed as at the time of investment). The Underlying Fund will not invest more than 25% of its total net assets in funds or companies managed by any single investment manager (assessed as at the time of investment). The Underlying Fund may, on an exceptions basis, hold up to 100% of its assets in cash.

Asset classes

Primary investments

Primary investments are interests or investments in newly established private equity funds. Most private equity groups raise new funds only every two to four years, and many top-performing funds may be closed to new investors. Because of the limited windows of opportunity for making primary investments in particular funds, strong relationships with leading firms are highly important for primary investors.

Primary investors subscribe for interests during an initial fundraising period, and their capital commitments are then used to fund investments in several individual operating companies (typically ten to thirty) during a defined investment period. The investments of the fund are usually unknown at the time of commitment and investors typically have little or no ability to influence the investments that are made during the fund's life. Because primary investors must rely on the expertise of the fund manager, an accurate assessment of the manager's capabilities is essential for investment success.

Primary investments typically exhibit a value development pattern, commonly known as the "J-curve", in which the net asset value typically declines moderately during the early years of the fund's life as investment-related fees and expenses are incurred before investment gains have been realised. As the fund matures and portfolio companies are sold, the pattern typically reverses with increasing net asset value and distributions. Primary investments are usually ten to twelve years in duration.

Secondary investments

Secondary investments are interests in existing private equity funds that are acquired in privately negotiated transactions, typically after the end of the private equity fund's fundraising period.

Secondary investments play an important role in a diversified private equity portfolio. Because secondary investments allow investors to avoid some of the fees charged by the managers of those funds, secondary investments may exhibit little or none of the "J-curve" characteristics associated with primary investments. In addition, secondary investments typically provide earlier distributions than primary investments, and may also provide valuable arbitrage opportunities for sophisticated investors. The ability to source and value potential investments is crucial for success in secondary investing, and the nature of the process typically requires significant resources. As a result, generally only very large and experienced investors are active secondary market participants.

Direct investments or co-investments

Direct investments generally involve taking an interest in securities issued by an operating company. Such investments are typically made alongside a lead investor and are often structured such that the investor group collectively holds a controlling interest. Direct investments may vary in duration, but usually are exited within two to six years. In the context of private equity fund investors, direct investments are also often referred to as co-investments.

In contrast to traditional private equity fund investments (which require a commitment to a largely unknown portfolio), direct investments represent opportunities to invest in specific situations involving particular companies and industries. Accordingly, investors can benefit from the sourcing, negotiation and structuring skills of the lead investor, while maintaining the ability to independently analyse each investment opportunity.

Direct investments can also represent excellent value for private equity investors. When offering direct investment opportunities, lead investors may not levy the management fees or performance-based fees or allocations that are charged when the same investments are made through a fund (although such terms are typically reserved for large institutional investors with existing relationships). For investors that have access, direct investments can help to build a diversified portfolio at a lower cost than traditional fund investments and, by eliminating a fee layer, at a significantly lower cost than funds of funds.

5. Additional Fund information

Valuation calculation within the Underlying Fund

The NAV of the Underlying Fund is determined by Brown Brothers Harriman (Luxembourg) S.C.A., ("**BBH**"). BBH acts as custodian, depositary and administration agent of the Underlying Fund. BBH calculates the NAV of the Underlying Fund as of close of business on the last Business Day of each calendar month by dividing the value of the assets of the Underlying Fund, including accrued income, less the amount of the liabilities of the Underlying Fund, by the total number of shares then on issue.

The assets and liabilities of the Fund will be determined on the basis of the contribution to and withdrawals from the Underlying Fund as a result of (i) the issue and withdrawal of shares; (ii) the allocation of assets, liabilities and income expenditure attributable to the Underlying Fund as a result of the operations carried out by the Underlying Fund; and (iii) the payment of any expenses or distributions to holders of shares.

Valuation within the Fund

The calculation of NAV and NAV per unit is set out in the Constitution. Schroders has appointed JPMorgan Chase Bank N.A. (Sydney Branch) ("**JPMorgan**") to calculate the Fund's NAV and NAV per unit, which will be published on Schroders' website www.schroders.com.au. The NAV per unit is calculated monthly and will generally be available within 21 Business Days after month end.

For the purpose of calculating the NAV of the Fund, JPMorgan shall, and shall be entitled to, rely on, and will not be responsible for the accuracy of, financial data furnished to it by the Underlying Fund.

Note that in addition to its interest in the Underlying Fund, the Fund will also hold cash and cash equivalent instruments.

Schroders' Unit Pricing Discretions Policy contains further detail about how the NAV per Unit is calculated. This policy is available on our website www.schroders.com.au. A copy of this policy may be obtained free of charge upon request.

Labour standards and environmental, social and ethical considerations

Schroder Adveq's commitment to environmental, social and governance ("ESG") issues and responsible investment starts with its mission of 'Making investments that our investors can be proud of'. This is the guiding principle for all investments made by Schroder Adveq. The strong commitment to ESG and responsible investment is also reflected in Schroder Adveq's value system which is codified and of which the values linked to 'Responsibility' are an important element.

Schroder Adveq has incorporated ESG assessments across the different steps of its investment process. For the ESG assessment and selection of individual investments, Schroder Adveq has adopted a customised version of the Environmental Defense Fund's ESG Management Toolkit.

All investment professionals at Schroder Adveq are required to complete the 'RI Essentials' course with the PRI Academy. Schroder Adveq's approach to responsible investment is led and further advanced by the Responsible Investment Committee ("RI Committee"). Schroder Adveq publishes an annual ESG report as part of Schroders' overall annual sustainability report.

Schroder Adveq integrates Responsible Investing principles into its investment management approach, as well as into the products and services it offers to clients. ESG issues are considered when evaluating and monitoring target fund managers, the funds they manage, and the portfolio companies in which they invest.

In adopting a Responsible Investing philosophy, Schroder Adveq leverages the United Nations Principles for Responsible Investment ("UNPRI" or "PRI") as a guiding framework. Schroder Adveq became a signatory to the PRI in September 2010 and currently maintain an A rating by the UNPRI.

Schroder Adveq was an early adopter of ESG principles in its investment practice and strives to stay at the forefront of responsible investing within the institutional private equity industry. Each investment we undertake across venture capital, growth, buyout or turnaround strategies are assessed for its ESG risks and opportunities. Each private equity firm, in which we make a commitment, is examined for its adoption of responsible investing practices and ESG principles within the firm's overall operations and its investment process. Additionally, we carry out ongoing ESG monitoring throughout the life of an investment.

The Underlying Fund has been awarded the "integrated" internal Schroders accreditation, which means that sustainability is a building block where ESG factors are systematically integrated into the investment process and can be clearly evidenced.

Custodian

Schroders has appointed JPMorgan Chase Bank N.A. (Sydney Branch) ("**JPMorgan**") to hold the Fund's assets.

We will pay JPMorgan a fee for acting as the Fund's custodian. This fee is not an additional fee to you and is included in the management costs described in the PDS.

In its role as custodian, JPMorgan as the global custodian safekeeps assets of the Fund. The role of the custodian is limited to holding assets of the Fund and it has no supervisory role in relation to the operation of the Fund.

The custodian does not make investment decisions in respect of the assets held or manage those assets, and has no liability or responsibility to investors in the Fund. Additionally, the custodian is a paid service provider and is not responsible for the preparation of this document and therefore accepts no responsibility for any information in this document.

The custodian may be changed from time to time and we may change the custodian where we are satisfied that the proposed new custodian meets applicable regulatory requirements. You will not be notified of a change in custodian.

Related party transactions

Schroder Investment Management Australia Limited is a wholly owned subsidiary of Schroders plc and part of the Schroders Group. For these purposes, a related party includes certain entities and individuals that have a close relationship with Schroders, including, but not limited to Schroders plc itself, other subsidiaries of Schroders plc and other funds operated or managed by members of the Schroders Group.

We may from time to time use the services of related parties (including, but not limited to, investment management and administration) and pay commercial rates for these services. We may also enter into financial or other transactions with related parties in relation to the assets of the Fund and such arrangements will be based on arm's length commercial terms or as otherwise permissible under the law. For example, the Fund invests in the Underlying Fund which is managed by Schroder Adveq, an indirectly wholly owned subsidiary of Schroders plc. However the Underlying Fund does not charge a management fee to the Fund in respect of that investment to ensure that management fees are not charged twice as a result of the Fund investing into the Underlying Fund. In addition, the credit facility of up to 30% of NAV to which the Underlying Fund has access is provided by Schroders plc (on arms' length terms).

In the course of managing the Fund we may come across conflicts in relation to our duties to the Fund, related funds and our own interests. We have internal policies and procedures in place to manage all conflicts of interest appropriately. These policies and procedures will be reviewed on a regular basis and may change from time to time. In addition to complying with these policies and procedures, all conflicts will be resolved in a fair and reasonable manner, in accordance with the relevant law and ASIC requirements.

6. Fees and other costs

Did you know?

Small differences in both investment performance and fees and costs can have a substantial impact on your long-term returns. For example, total annual fees and costs of 2% of your investment balance rather than 1% could reduce your final return by up to 20% over a 30 year period (for example, reduce it from \$100,000 to \$80,000). You should consider whether features such as superior investment performance or the provision of better member services justify higher fees and costs. You may be able to negotiate to pay lower fees. Ask the Fund or your financial adviser.

To find out more

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

Schroders has elected to apply the fees and costs disclosure requirements in ASIC Corporations (Disclosure of Fees and Costs) Instrument 2019/1070 to this PDS.

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 Fund as a whole.

Tax details are set out in the 'Taxation issues' section of this PDS.

You should read all the information about fees and costs, because it is important to understand their impact on your investment.

Schroder Specialist Private Equity Fund		
Type of fee or cost*	Amount	How and when paid
Ongoing annual fees and costs**		
Management fees and costs The fees and costs of managing your investment ¹	Estimated to be in the range of 2.46% to 2.54% p.a. of the NAV of the Fund, comprised of: <ol style="list-style-type: none"> 1. A management fee of 1.48% p.a. of the NAV of the Fund***. 2. Estimated indirect costs in the range of 0.98% to 1.06% p.a. of the NAV of the Fund. 3. Estimated expense recoveries of 0% p.a. of the NAV of the Fund. 	<ol style="list-style-type: none"> 1. The management fee is calculated and accrued daily and generally paid monthly in arrears out of the assets of the Fund within 10 business days after the end of the month. 2. Indirect costs are generally deducted from the assets of the Fund as and when incurred. 3. Expense recoveries are generally deducted from the assets of the Fund as and when incurred.
Performance fees Amounts deducted from your investment in relation to the performance of the product	Estimated to be 0% p.a. of the NAV of the Fund, comprised of: <ol style="list-style-type: none"> 1. A performance fee of 0% p.a. of the NAV of the Fund****. 2. Estimated interposed vehicle performance fees of 0% p.a. of the NAV of the Fund*****. 	<ol style="list-style-type: none"> 1. The Fund does not presently charge a performance fee. 2. However, performance fees charged by interposed vehicles are generally deducted from the assets of the interposed vehicle as and when incurred.
Transaction costs The costs incurred by the scheme when buying or selling assets	Estimated to be 0.15% p.a. of the NAV of the Fund. ²	Transaction costs generally arise when the value of the assets of the Fund are affected by the day-to-day trading of the Fund, and are deducted from the assets of the Fund as and when incurred.

Member activity related fees and costs (fees for services or when your money moves in or out of the scheme)

Establishment fees The fee to open your investment	Nil	Not applicable
Contribution fee¹ The fee on each amount contributed to your investment	Nil	Not applicable
Buy-sell spread An amount deducted from your investment representing costs incurred in transactions by the scheme	Estimated to be 0% of the application amount on application and 0% of the withdrawal amount on withdrawal. ³	The buy-sell spread is deducted from the application amount received from, or the withdrawal amount to be paid to, applicants and withdrawing unitholders respectively at the time of the relevant application or withdrawal.
Withdrawal fee¹ The fee on each amount you take out of your investment	Nil	Not applicable
Exit fee¹ The fee to close your investment	Nil	Not applicable
Switching fee The fee for changing investment options	Nil	Not applicable

*Unless otherwise stated, all fees and costs are quoted inclusive of GST and net of any input tax credits ('ITCs') or reduced input tax credits ('RITCs') that are expected to be available to the Fund, and are shown without any other adjustment in relation to any tax deduction available to the responsible entity.

**Unless otherwise stated, all estimates of fees and costs in this section are based on information available as at the date of this PDS and reflects Schroders' reasonable estimates of the typical ongoing amounts for the current financial year.

***For certain wholesale clients (as defined in the Corporations Act), Schroders may, at its discretion and in accordance with ASIC Policy and the Corporations Act, negotiate, rebate or waive all or part of Schroders' management fee. Please refer to the 'Additional explanation of fees and costs' in this PDS for further details.

****Although entitled to do so under the Constitution, Schroders does not currently charge a performance fee for the Fund and has not done so in any period in which the Fund was in operation (however interposed vehicles may charge a performance fee, see below), and Schroders will not charge a performance fee in future for this class of units in the Fund unless such fees are approved by an ordinary resolution of unitholders. Please refer to the 'Additional explanation of fees and costs' in this PDS for further details.

*****Please refer to the 'Indirect costs' section of the 'Additional explanation of fees and costs' in this PDS for an explanation of what is an 'interposed vehicle' of the Fund. Schroders does not currently charge a performance fee in respect of the Fund, and the Investment Manager does not currently charge a performance fee in respect of the Underlying Fund, but the Underlying Fund invests in other private equity funds and funds of private equity funds. These funds may charge performance fees. Schroders' reasonable estimate of these funds performance fees are based on (as applicable): (i) the average fee incurred for the previous five financial years; or (ii) if the fund was not in operation for the past five financial years, the average fee incurred for all of the financial years in which the fund was in operation; or (iii) if the fund was first offered in the current financial year, Schroders' reasonable estimate of the fee for the current financial year adjusted to reflect a 12-month period. Past performance is not a reliable indicator of future performance and the performance fee will be based on the performance of the funds over the relevant period. Please refer to the 'Additional explanation of fees and costs' in this PDS for further details.

¹This fee includes an amount payable to an adviser. Please refer to the 'Additional explanation of fees and costs' in this PDS for further details.

²The transaction costs disclosed in this fees and costs summary are shown net of any recovery received by the Fund from the buy-sell spread charged to transacting unitholders. Please refer to the 'Additional explanation of fees and costs' in this PDS for further details.

³As at the date of this PDS, Schroders does not charge a buy-sell spread on applications and withdrawals, but may do so in future. Please refer to the 'Additional explanation of fees and costs' in this PDS for further details.

Example of annual fees and costs for the Fund

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

Example – Schroder Specialist Private Equity Fund	Balance of \$500,000 with a contribution of \$50,000 during the year ¹	
Contribution fees	Nil	For every additional \$50,000 you put in, you will be charged \$0
PLUS Management fees and costs ² comprising: Management fee ³ to Schroders Indirect costs Expense recoveries	2.54% p.a. 1.48% p.a. 1.06% p.a. 0% p.a.	And , for every \$500,000 you have in the Fund you will be charged or have deducted from your investment \$12,700 each year.
PLUS Performance fees ⁴	0% p.a.	And , you will be charged or have deducted from your investment \$0 in performance fees each year.
PLUS Transaction costs ²	0.15% p.a.	And , you will be charged or have deducted from your investment \$750 in transaction costs.
EQUALS Cost of the Fund		If you had an investment of \$500,000 at the beginning of the year and you put in an additional \$50,000 during that year you would be charged fees and costs in the range of \$13,450^{1,3} . What it costs you will depend on the fees you negotiate.

¹Additional fees may apply. A buy-sell spread may apply to investments into and withdrawals from the Fund, which is not taken into account in this example. Please refer to the 'Additional explanation of fees and costs' in this PDS for further details.

²Please refer to footnote ** in the Fees and costs summary above.

³Please refer to footnote *** in the Fees and costs summary above.

⁴This example assumes that the Fund will incur performance fees of 0% p.a. of the NAV of the Fund. Please refer to footnote **** and footnote ***** in the Fees and costs summary above.

⁵This amount excludes fees for any additional contributions that may be made during the year. Please note that the minimum initial investment for the Fund is \$500,000, and the minimum additional investment is \$50,000. We have assumed that the \$50,000 contribution is made at the end of the year and that that the value of the investment is constant. This example is therefore calculated using the \$500,000 balance only. Please note that this is just an example. In practice, actual investment balances will vary daily and the actual fees and costs charged are based on the value of the Fund, which also fluctuates daily.

Additional explanation of fees and costs

The investment returns of the Fund will be affected by the fees and expenses incurred. The formula below broadly outlines the fees and costs associated with your investment in the Fund. Further information on how these fees and costs are calculated is set out below in this section.

Total fees and costs = management fees and costs (comprised of management fee, indirect costs and expense recoveries (if incurred)) + performance fees (if applicable) + transaction costs + buy-sell spread (if applicable)

Unless otherwise stated, all estimates of fees and costs in this PDS are based on information as at the date of this PDS and reflect Schroders' reasonable estimate of the typical ongoing amounts for the current financial year.

Investors in the Fund typically will not bear any establishment fees, contribution fees, withdrawal fees, exit fees or switching fees.

MANAGEMENT FEES AND COSTS

Management fees and costs include the amounts payable for administering the Fund, amounts paid for investing in the assets of the Fund and other expenses and reimbursements in relation to the Fund and investments.

The management fees and costs of the Fund are comprised of a management fee, indirect costs and any recoverable expenses (if incurred).

Management fee (includes normal expenses)

This is the fee for Schroders' services as responsible entity in overseeing the operations of the Fund and/or for providing access to the Fund's underlying investments.

Schroders is entitled to a management fee of 1.48% p.a. on the NAV of the Fund (inclusive of GST less any RITC entitlement). The management fee is calculated and accrued daily and generally payable monthly in arrears. Schroders may rebate all or part of its management fees to 'wholesale clients' as defined in the Corporations Act on an individually negotiated basis. For further information, on negotiated fees, see the 'Differential Fees' section below. Wholesale clients can contact Schroders at the address specified in the 'Contacting Schroders' section.

Schroders is entitled to separately recover expenses (such as fund accounting, unit registry, audit costs, postage and preparation of tax returns etc.) from the assets of the Fund. Provided that the expenses are properly incurred, there is no limit on the amount of these expenses that may be recovered by Schroders from the assets of the Fund. Schroders has decided to pay normal expenses (including those incurred in the administration of the Fund) out of its management fee and will only be reimbursed out of the assets of the Fund where such expenses are abnormal expenses.

Other fees and costs may apply to the Fund. Unless otherwise agreed, Schroders may change the amount of any fees in this PDS (including increasing fees up to the maximum set out in the Constitution) without your consent. Management fees disclosed in this PDS will not be increased without providing at least 180 days' advance notice to you.

The Fund's estimated and/or historical management fees may not be an accurate indicator of the actual management fees you may pay in the future. Details of any future changes to management fees will be provided on Schroders' website at www.schroders.com.au where they are not otherwise required to be disclosed to investors under law.

Indirect costs

Indirect costs include any amount that we know or reasonably ought to know, or where this is not the case, may reasonably estimate has reduced or will reduce (as applicable), whether directly or indirectly, the return of the Fund, or the amount or value of the income of, or property attributable to the Fund, or an interposed vehicle in which the Fund invests. Each of the Underlying Fund, and the private equity funds and funds of private equity funds in which the Underlying Fund may invest, is an interposed vehicle of the Fund.

The management fees and costs figure disclosed in the fees and costs summary in this PDS includes the estimated indirect costs of 0.98% to 1.06% p.a., which (as the Fund has not been in operation for a full financial year) is the amount actually incurred by the Fund in the current financial year, adjusted to reflect a 12 month period, including Schroders' reasonable estimates where Schroders was unable to determine the exact amount or information was unavailable at the date of this PDS.

These indirect costs are reflected in the unit price of your investment in the Fund and include the management fees and costs of interposed vehicles and other indirect costs.

The indirect costs may vary from year to year, including to the extent that they rely on estimates.

Indirect costs include management fees and costs may be incurred by, or payable in respect of, the Underlying Fund and the interposed vehicles in which the Underlying Fund invests as part of its normal operations. The impact of such costs will typically be reflected in the value of the Underlying Fund's assets and by extension in the value of the Fund's investment in the Underlying Fund and in the unit price of the Fund, and as such are an additional cost to you.

The actual indirect costs that the Fund incurs may differ from the indirect costs disclosed in this PDS. Details of any future changes to indirect costs will be provided on Schroders' website at www.schroders.com.au where they are not otherwise required to be disclosed to investors under law.

Expense recoveries

Normal expense recoveries

Schroders is entitled to separately recover expenses (such as fund accounting, unit registry, audit costs, postage and preparation of tax returns etc) from the assets of the Fund. Provided that the expenses are properly incurred, there is no limit on the amount of these expenses that may be recovered by Schroders from the assets of the Fund.

As at the date of this PDS, Schroders has decided to pay normal expenses (including those incurred in the administration of the Fund) out of its management fee.

Abnormal expense recoveries

Schroders may also recover abnormal expenses (such as costs of unitholder meetings, changes to constitutions, and defending or pursuing legal proceedings) from the Fund.

Abnormal expenses are not generally incurred during the day-to-day operation of the Fund and are not necessarily incurred in any given year. In circumstances where such events do occur, we may decide not to recover these from the Fund.

The management fees and costs figure disclosed in the fees and costs summary in this PDS includes the estimated abnormal expense recoveries of the Fund, which (as the Fund has not been in operation for a full financial year) is the amount actually incurred by the Fund in the current financial year, adjusted to reflect a 12 month period, including Schroders' reasonable estimates where Schroders was unable to determine the exact amount or information was unavailable at the date of the PDS.

The estimated expense recoveries relate only to expenses incurred by the Fund, and not any expenses that may be incurred by interposed vehicles such as the Underlying Fund.

PERFORMANCE FEES

Performance fees charged by Schroders to the Fund

Schroders does not currently charge a performance fee for the Fund. However, under the Constitution Schroders is entitled to charge a performance fee of up to 33.825% (inclusive of GST less any RITC entitlement) of performance in excess of the RBA cash rate.

Schroders will not charge a performance fee for this class of units in the Fund unless such fees are first approved by an ordinary resolution of unitholders.

The performance fee figure disclosed in the fees and costs summary of this PDS is based on the average performance fee incurred by the Fund for each of the financial years for which it has been in operation, which is 0% p.a. of the NAV of the Fund as Schroders has not charged any performance fee in respect of the Fund for any of those financial years.

Performance fees charged by interposed vehicles

As responsible entity of the Fund, Schroders will invest substantially all of the assets of the Fund into the Underlying Fund. The Underlying Fund in turn may invest in other private equity funds and funds of private equity funds.

While performance fees are not charged in respect of the Underlying Fund, the interposed vehicles in which the Underlying Fund will invest may charge performance related fees. Such fees, if charged, would reduce the value of the Underlying Fund's investment in the interposed vehicle, and in turn the value of the Fund's investment in the Underlying Fund and the net asset value of the Fund.

Schroders' reasonable estimate of the performance fees charged by interposed vehicles is set out in the fees and costs summary in this PDS, and is based on:

- the average fee incurred for the previous five financial years; or
- if the interposed vehicle was not in operation for the past five financial years, the average fee incurred for all of the financial years in which the interposed vehicle was in operation; or
- if the interposed vehicle was first offered in the current financial year, Schroders' reasonable estimate of the fee for the current financial year adjusted to reflect a 12-month period.

As at the date of this PDS, the Fund has not incurred any interposed vehicle performance fees. One of the reasons for this is that the Fund and the Underlying Fund are relatively newly established, and as such their investments are relatively new, and the interposed vehicle performance fees are typically incurred later in the life of those vehicles. It is likely that the actual performance fees payable will be higher in future. However, it is not possible to disclose the actual performance fee payable in any given period, as we cannot forecast what the performance of an interposed vehicle will be. Past performance is not a reliable indicator of future performance.

TRANSACTION COSTS

Transaction costs are the costs incurred when assets are bought or sold by the Fund and include brokerage, buy-sell spreads, settlement costs (including custody costs), clearing costs and stamp duty. Transaction costs also include costs incurred by an interposed vehicle that would be transaction costs if they had been incurred by the Fund and certain costs in relation to derivative financial products.

Transaction costs are reflected in the Fund's unit price. As these costs are factored into the value of the Fund's assets and reflected in the unit price, they are an additional cost to you and are not a fee paid to Schroders as the responsible entity.

As the Fund has not been in operation for a full financial year, the estimated transaction costs figure disclosed in the fees and costs summary of this PDS reflects the amount actually incurred by the Fund in the current financial year, adjusted to reflect a 12 month period, including Schroders reasonable estimates where Schroders was unable to determine the exact amount or information was unavailable at the date of this PDS.

The Fund's estimated transaction costs are 0.15% p.a. of the NAV of the Fund. The Fund generally does not incur transaction costs itself, and as such the estimated transaction costs reflect the transaction costs incurred in the Fund's interposed vehicles, including the Underlying Fund. The dollar value of these costs over a 1 year period based on an average account balance of \$500,000 is \$750.

The Fund's estimated and/or historical transaction costs may not be an accurate indicator of the actual transaction costs you may incur in the future. Details of any future changes to transaction costs will be provided by Schroders' website at www.schroders.com.au where they are not otherwise required to be disclosed to investors under law.

Buy-sell spreads

A buy-sell spread is an amount deducted from the value of a unitholder's application money or withdrawal proceeds that represents the estimated costs incurred in transactions by the Fund as a result of the application or withdrawal. It is not a service fee and, if charged, would be retained in the assets of the Fund to mitigate the impact to ongoing investors from the costs of transaction activity driven by applications and withdrawals.

The Fund does not currently charge a buy-sell spread on applications or redemptions but Schroders has the discretion to do so in future, subject to law, without giving prior notice.

To obtain an indication of the current buy-sell spreads that may apply to an application or withdrawal from the Fund, please visit www.schroders.com.au.

Sell spread charged by Underlying Fund

A sell spread of up to 5% may be levied by the Underlying Fund at the discretion of the Directors from time to time in the event that the Underlying Fund would need to make asset sales in the secondary market at a spread to meet withdrawal requests. If this sell spread is levied on the Fund, such costs may result in a reduction to the amount we pay you in connection with your withdrawal.

Differential fees

Schroders may charge, rebate or waive all or part of the management fee to 'wholesale clients' as defined in the Corporations Act on an individually negotiated basis. Schroders can be contacted at the address specified in the 'Contacting Schroders' section of the PDS for further details.

In-specie transfers

On investing in the Fund, any costs associated with an 'in specie' transfer will be paid by the investor.

Where a withdrawal is satisfied by an 'in specie' transfer, the investor will bear all costs, including any applicable stamp duty, payable as a result of the transfer.

Schroders reserves the right to accept 'in specie' transfers for applications in its absolute discretion or in satisfaction of withdrawals if agreed to by Schroders and a unitholder.

Financial advisers

Additional fees may be paid to a financial adviser if you have consulted a financial adviser. You should refer to the Statement of Advice provided by your financial adviser in which details of the fees are set out.

Changing the fees

Under the Corporations Act Schroders may change the amount of any fees in this PDS (including increase fees up to the maximum set out in the Constitution) without your consent on 30 days' advance notice to you. Schroders will give at least 180 days' advance notice of any increase to its management fee. Schroders will not charge a performance fee for this class of units in the Fund unless such fees are approved by an ordinary resolution of unitholders. In accordance with the Constitution and subject to law, Schroders may vary the amount of abnormal expense recoveries and the buy-sell spread at any time without your consent or notice.

Schroders may introduce and increase fees at its discretion, including where increased charges are due to government changes to legislation, increased costs, significant changes to economic conditions and/or the imposition of increased processing charges by third parties.

However, Schroders cannot charge more than the maximum fees permitted under the Constitution as set out below (otherwise we would need unitholders' approval to increase the fee maximums in the Constitution).

Maximum fees

Management fees

The maximum management fee for the Fund is 5.13% (inclusive of GST less any RITC entitlement) per annum. The current management fee for the Fund is 1.48% p.a.

All management fees are calculated on the NAV of the Fund (inclusive of GST and less any RITC entitlement) except where indicated otherwise.

Performance fees

Under the Constitution Schroders is entitled to charge a performance fee of up to 33.825% of performance in excess of the RBA cash rate. Schroders does not currently charge a performance fee for the Fund, and Schroders will not charge a performance fee in future for this class of units in the Fund unless such fees are approved by an ordinary resolution of unitholders.

Establishment fee

The Fund has a maximum establishment fee of 5.00% of the application money for units or the market value of the property or any amount as agreed between the applicant and their adviser and notified to Schroders. This fee is not subject to GST. No establishment fee is currently charged.

Withdrawal fee

The Fund has a maximum withdrawal fee of up to 5.00% of the withdrawal price or such other amount as agreed between Schroders and the relevant unitholder. This fee is not subject to GST. No withdrawal fee is currently charged.

ASIC fee calculator

To calculate the effect of fees and costs on your account balance, you can use the calculator provided by ASIC at www.moneysmart.gov.au.

Taxation

Tax details are set out in the 'Taxation issues' section of this PDS.

GST

All fees and costs outlined in this PDS are inclusive of GST less any RITC entitlement where applicable.

7. How to invest in the Fund

You can make an investment into the Fund by completing the application form attached to this PDS and sending it in accordance with the instructions contained in the form.

The minimum initial investment amount is \$500,000.

Applications must be made by 3pm on the 11th calendar day of each month, and where that day does not fall on a Business Day, the cut-off will be 3pm on the preceding Business Day. However, the Fund is priced monthly and only applications received together with the application money by 3:00pm on the 11th calendar day of the month (together with the required funds and identification documents), will be processed in that month. Schroders reserves the right to accept applications after this date. Where the 11th calendar day of the month is a Saturday, Sunday or New South Wales public holiday, applications will need to be lodged by the last Business Day prior to the 11th calendar day, to be processed in that month. Applications which are accepted will receive the unit price determined for the last Business Day of that particular month. Confirmations will typically be provided to investors by the 23rd Business Day after the end of that month.

The application price will vary as the market value of assets in the Fund rises or falls.

Additional investments

The minimum additional investment is \$50,000.

Unitholders may make additional investments via BPAY® or by forwarding payment in accordance with the 'Payment options' (refer below), together with written notification to Schroders or by completing either a current application form or additional application form which can be downloaded from www.schroders.com.au.

You should be aware that any additional investments will be deemed to have been made on the terms of the current PDS.

Investment of application monies

Schroders may invest the application monies accompanying an application for units ("**Application Amount**") immediately upon receipt and acceptance of the application, even though the payment for the units ("**Investment**") is not cleared.

If Schroders has invested the Application Amount and cleared funds are not received by Schroders within such period from receipt of the application as Schroders determines, then:

- any units that have been allocated to the applicant will be voided and treated as though they were never issued;
- Schroders may take such steps as it considers necessary or desirable to unwind the Investment; and
- the investor will be liable to Schroders on behalf of the Fund for all losses, costs, charges and expenses arising from, or incurred by the Fund, as a result of:
 - i. Schroders making and unwinding the Investment; and
 - ii. Schroders not receiving the cleared funds from the investor on the date that Schroders made the Investment.

Payment options

For applications made through administration platforms the payment options will depend on the requirements of the relevant administration platform.

For applications lodged directly with Schroders, there are three options for payment set out below. Please note that direct debit is not facilitated by Schroders as a payment option. In the case of applications for amounts in excess of \$5 million, payments should be paid by direct deposit via Real Time Gross Settlement ("RTGS"). Any other payment method for such large applications may delay processing of the application.

Please note that the beneficiary lodgement code **SPE** should be quoted on all payment methods.

1. Cheque payments

Please make cheques payable to: '**Schroder Applications Trust Account No.1**' and cross '**Not Negotiable**'.

Schroders will only accept cheques drawn from an Australian ADI.

Schroders will accept and process cheques received as cleared funds if received by 3pm Sydney time on any Business Day that has not been designated by Schroders as a non-dealing day. A list of designated non-dealing days is published on Schroders' website at www.schroders.com.au and is regularly updated.

2. Direct deposit

Deposit application money directly into the following account:

Name of bank:	JPMorgan Chase Bank N.A.
Branch:	Sydney Australia
Bank account name:	Schroder Applications Trust Account No.1
SWIFT:	CHASAU2X
BSB:	212 200
Account number:	01003 6955

Where funds are electronically transferred or deposited directly to the bank account, details of the deposit should accompany the application form. Schroders will accept notice of electronic transfer of funds as if deposited and cleared.

Where cleared funds are not received by Schroders, units may at Schroders' discretion not be allocated and the investor may be liable for reasonable administrative and transaction costs incurred by Schroders or the relevant Fund and any tax payable.

Physical cash will not be accepted at any time.

3. BPAY®

For initial applications submitted via our online application form and 'additional' applications, payment can be made via BPAY using your on-line banking facility. Applications made by BPAY do not need to be accompanied by a paper instruction. For additional applications received by BPAY, we will issue units when the money is received from your nominated financial institution. There may be a delay between the BPAY instruction and the day the units are issued.

®Registered to BPAY Pty Ltd ABN 69 079 137 518

Discretion to reject applications

Schroders has absolute discretion to reject applications. Considerations which Schroders may take into account in exercising such discretion include, but are not limited to:

- ensuring the best interests of unitholders;
- ability to invest the application monies in an orderly fashion; and
- market closures or jurisdictional holidays, prevailing market conditions and suitability for investment.

Unitholders are strongly advised to contact Schroders at least 24 hours prior to lodging applications of significant value or to confirm whether an application amount will be considered to be significant by Schroders.

Other things you should know

The money paid to acquire units, or additional units, in the Fund may be held by Schroders or its custodian in a trust account for the benefit of the applicant until Schroders issues units to the applicant. Any income attributable to that application money will not be payable to the applicant on money held prior to the issue of units or if the application money is returned to the applicant.

If you are investing in the Fund indirectly through an intermediate investment operator such as an investor directed portfolio service ("IDPS"), please discuss the application requirements with your intermediate investment operator.

Cooling-off period

No cooling off right applies to wholesale clients. A wholesale client includes anybody that invests \$500,000 or more in the Fund.

If you are investing through an IDPS, you should discuss any cooling-rights you may have with your IDPS operator. If you invest through an IDPS you will not acquire direct rights as a unitholder as such the terms of the IDPS will govern your rights and obligations with respect to your investment.

A 14-day cooling-off period applies to investments in the Fund made by 'retail clients' as defined in the Corporations Act. As retail clients, your cooling-off period will begin when your transaction confirmation is received by you or on the 5th Business Day after units are issued (whichever is earlier) and will end on the 14th day after that date. The confirmation statement you receive on the initial application will state the date on which the units were issued.

During this 14-day period, retail clients have the right to redeem their initial investment by sending an authorised instruction to Schroders. The investor's initial investment will then be repaid in accordance to the standard withdrawal provisions outlined in Section 8 after Schroders makes adjustments for changes in the value of the investment, reasonable administrative and transaction costs incurred by Schroders or the Fund and any tax payable. There may be capital gain/loss tax implications if you happen to receive more or less back than you originally invested.

The cooling-off period will end if and when an investor exercises their right to make an additional investment during the 14-day period. The cooling-off period does not apply in certain circumstances, such as where Schroders is required to suspend or freeze the withdrawal of units in accordance with the Constitution, the Corporations Act, or other AML/CTF Law obligations, or where investments are made by wholesale clients.

8. How to withdraw from the Fund

PROSPECTIVE INVESTORS MUST BE AWARE OF THE POTENTIAL LIMITATIONS IN CONNECTION WITH THEIR ABILITY TO WITHDRAW FROM THE FUND. NOTE THAT SCHRODERS DOES NOT PROVIDE ANY GUARANTEES CONCERNING THE LIQUIDITY OF THE FUND NOR THE ABILITY OF AN INVESTOR TO WITHDRAW THEIR INVESTMENT.

The minimum withdrawal amount is \$50,000, unless the withdrawal relates to all the units held by that unitholder. Unitholders may request to withdraw some or all of their investment in the Fund by sending a written authorised instruction to Schroders. Where payment instructions are not to a pre-nominated account, failure to provide the original withdrawal instruction to Schroders may cause delays in processing the instruction. Schroders does not accept instructions to pay to a third party and will not initiate payments to accounts with non-Australian ADIs unless otherwise agreed to by Schroders.

Please ensure that withdrawal requests are signed by the authorised signatories to the investment. In the case of a corporation, fund, trust, estate or where you are acting on behalf of another entity, written instructions must be signed by authorised signatories as previously advised to Schroders.

Withdrawal requests must be submitted by the 3pm on the last Business Day of the calendar quarter and will be processed using the withdrawal price as at the end of the following calendar quarter. Schroders will normally pay withdrawal proceeds within 23 Business Days after the withdrawal request has been processed. However, under the Constitution, Schroders has up to 36 months after the date on which the withdrawal request has been received in which to pay the withdrawal amount. Generally, this maximum period would only be invoked as part of the 'Special Dealing Procedures' described below.

The Fund also has a number of other powers to manage withdrawal requests including temporary suspension of withdrawals or denial of withdrawal requests where Schroders considers that it is in the best interests of unitholders to do so. Such measures will generally be temporary in nature and will only be used in extraordinary circumstances impacting the Fund or the Underlying Fund.

It should be noted that, in accordance with the Constitution, the Corporations Act, or other AML/CTF Law obligations, Schroders may suspend, stagger or freeze the withdrawal of units in a number of circumstances including where it is impractical to calculate the current unit value or as otherwise required by law.

If your investment account balance falls below the minimum balance of \$500,000 as a result of transactions you have made or attempt to make on your investment account, Schroders may close your account, cancel your units and return the proceeds without receiving a withdrawal request from you.

Withdrawal limits

The Underlying Fund limits net withdrawals for a calendar quarter (withdrawals received for a given quarter netted off against subscriptions received over that quarter) to 5% of the Underlying Fund's NAV as at the start of that calendar quarter. If net withdrawals for interests in the Underlying Fund exceeds 5% over the calendar quarter, withdrawal requests will be reduced and processed on a pro rata basis.

If this occurs in any calendar quarter where the Fund has made a withdrawal request in respect of its interests in the Underlying Fund in relation to that calendar quarter, the Fund may make a corresponding reduction to the withdrawal requests it has received from unitholders on a pro-rata basis.

Unitholders will be informed of any withdrawal amount not processed before the end of the calendar quarter. If the withdrawal amount is less than the amount specified in a unitholder's withdrawal request, the remaining portion of the withdrawal request will not be processed and will be cancelled. Unitholders will need to submit a new withdrawal request if they wish to withdraw further interests in the Fund.

The 5% limit imposed by the Underlying Fund above may be rounded down to the nearest percent at Schroder Adveq's discretion. Schroder Adveq may also waive or increase the 5% limit for net withdrawals for a given calendar quarter if it determines that there is sufficient available liquidity.

Sell spread

A sell spread of up to 5% may be levied by the Underlying Fund at the discretion of the Directors from time to time in the event that the Underlying Fund would need to make asset sales in the secondary market at a spread to meet withdrawal requests. Refer to 'Fees and other costs' for additional information.

Underlying fund – Special dealing procedure

The Directors of the Underlying Fund may decide to implement a special dealing procedure, for example, in periods of extraordinary market and economic circumstances, to deal with circumstances which in the reasonable opinion of the Directors warrant its application in the best interest of investors in the Underlying Fund ("**Special Dealing**").

As unitholders do not hold any direct interests in the Underlying Fund, they will not be able to directly affect any decision made in connection with Special Dealing, nor will they be directly provided with any information or notices by the Directors in relation to the Special Dealing. Instead, unitholders will be reliant on the Responsible Entity who will make decisions in relation to the Special Dealing based on its judgement with regard to its obligations under the Constitution. Such decisions may impact the NAV of the Fund and its ability to accept subscriptions or meet redemptions. The Special Dealing procedures of the Underlying Fund are summarised in more detail below.

Should the Directors decide to apply Special Dealing, withdrawal requests may be processed once every calendar year. Requests received prior to 3pm Sydney time on a special redemption day ("**Special Redemption Day**"), as determined by the Directors and announced to investors of the Underlying Fund prior to such day, will, if accepted, be transacted on the Secondary Value Dealing Price (as defined below).

The first Special Redemption Day, shall be no later than 12 months after notice of such decision was given to investors of the Underlying Fund. For the avoidance of doubt, the ordinary dealing procedure shall not be available following a decision to apply Special Dealing.

Redemption proceeds shall be paid to redeeming investors of the Underlying Fund by no later than 180 days following a Special Redemption Day (the “**Special Redemption Payment Day**”), provided the Underlying Fund has sufficient liquid assets available from proceeds as contemplated below. Should proceeds not be readily available, the Directors shall keep investors of the Underlying Fund informed and pay redemption monies as soon as practicable when sufficient funds have been generated but not later than 12 months after the Special Redemption Day.

An estimate will be made available to investors of the Underlying Fund (or an estimated range, as applicable) of the Secondary Value Dealing Price (as defined below) 30 days prior to the relevant Special Redemption Day or as soon as practicable thereafter. Investors of the Underlying Fund must be aware that such estimate may differ from the actual Secondary Value Dealing Price (as defined below) which will be determined taking into account the sale proceeds of selected assets and any related cost and expenses.

Any outstanding redemption orders received prior to the application of Special Dealing will be transferred to Special Dealing and be dealt with accordingly unless redeeming investors of the Underlying Fund withdraw their withdrawal request prior to the relevant Special Redemption Day.

In respect of each Special Redemption Day, net redemptions will not be limited and all investors of the Underlying Fund, whose withdrawal requests have been accepted, shall be transacted on the Secondary Value Dealing Price as set out below.

Secondary Value Dealing Price

The Secondary Value Dealing Price is based on the Net Asset Value of the Underlying Fund, as at the Special Redemption Day, adjusted by a spread (the “**Spread**”), if any, reflecting the expected or actual discount obtained through secondary sales under the then prevailing market conditions relative to net asset values (the “**Secondary Value Dealing Price**”).

The Spread (if any) shall be determined, in good faith, by the Directors in consultation, where appropriate, with third party service providers. The Secondary Value Dealing Price shall, be determined typically within 120 days of the relevant Special Redemption Day (or as soon as practicable thereafter) (the “**Secondary Value Dealing Price Date**”). Subscribing and redeeming investors of the Underlying Fund shall be notified about the Secondary Value Dealing Price within 10 days of the Secondary Value Dealing Price Date.

Investors of the Underlying Fund not electing to withdraw under the Special Dealing Procedure as well as third party investors may acquire available shares at the Secondary Value Dealing Price, subject to certain limitations. Existing investors of the Underlying Fund will be given priority. All investors will be subject to a one year lock up period during which investments acquired during the Special Dealing Procedure cannot be redeemed.

The Underlying Fund will return to ordinary dealing procedures upon the determination by the Directors that the conditions warranting Special Dealing no longer apply.

Compulsory withdrawals

Schroders may, in limited circumstances and having regard to the best interests of unitholders as a whole, cause a unitholder’s units to be compulsorily withdrawn without further notice to the unitholder. For example, this may occur where units would otherwise be acquired or held in violation of the terms and conditions of the PDS, the Constitution, in breach of law or requirements of any country or government or regulatory authority, or which might cause adverse taxation or other pecuniary consequences for the Fund, including a requirement to register under the laws and regulations of any country or authority.

In addition, where Schroders or the Fund incurs a liability in respect of a specific unitholder (for example, where the attribution of income results in a withholding tax liability for the Fund in respect of a particular unitholder that cannot reasonably be met using cash distributions payable to the unitholder), the relevant unitholder agrees that they will be deemed to have made a withdrawal request in respect of such units as are necessary in order for the liability to be met out of the withdrawal proceeds, and to have instructed Schroders to apply the proceeds of the withdrawal to satisfy the liability on behalf of the unitholder.

9. Distributions

Units in the Fund are accumulation units and no cash distributions are paid. All taxable income will be attributed to unitholders each year in accordance with the applicable tax laws, which may result in a tax liability for unitholders even though no cash has been distributed to them. Where this results in a withholding tax liability for the Fund in respect of a particular unitholder, Schroders may meet the liability by compulsorily redeeming the unitholder’s units and applying the redemption proceeds to satisfy the liability on behalf of the unitholder.

10. Taxation

The Australian taxation information below is of a general nature only and does not take into account the specific circumstances of any unitholder. Schroders does not purport to offer any taxation advice. Each unitholder should obtain independent professional tax advice on the tax implications of their investments in the units of the Fund based on their own circumstances. The taxation information provided is based on current Australian law and may be subject to change.

The information below is based on a unitholder holding their units on capital account.

Non-resident investors should seek their own advice on the taxation law implications of their investment in the relevant jurisdictions.

General taxation

Where the Fund is an AMIT

Under the taxation regime for managed investment trusts that qualify as an ‘Attribution Managed Investment Trust’ (the “**AMIT Rules**”) the Fund can make an election to apply the AMIT Rules subject to the Fund meeting the eligibility criteria. Schroders has made an election to apply the AMIT Rules to the Fund.

Under the AMIT Rules, the Fund will be deemed to be a 'fixed trust' for taxation law purposes and can rely on specific legislative provisions to carry forward prior year taxable income adjustments (known as unders or overs) to subsequent years. In addition, the Fund's taxable income will be 'attributed' to investors.

Australian resident investors will be subject to tax on the income of the Fund which is 'attributed' to them under the AMIT Rules. The amount attributed to investors (and where relevant, its components) will be advised in an AMIT Member Annual Statement ("**AMMA Statement**"), similar to the annual tax statement that is currently provided to investors.

Under the AMIT Rules, an investor is entitled to increase the cost base of their units in the Fund if the Fund attributes amounts to the investor which are taxable or which are of a nature that would not deplete the cost base of the unit under the current law (such as CGT discount). Conversely, the payment of a cash distribution and attribution of tax offsets will reduce the cost base.

Investors who do not believe that the attribution of taxable income has been worked out on a fair and reasonable basis in accordance with the Constitution can substitute the responsible entity's determination with their own. If you decide to take this course, it is important that you obtain professional tax and legal advice. You are required to contact Schroders in addition to notifying the Commissioner of Taxation.

Where the Fund is not an AMIT

The following comments apply to the Fund that is not an AMIT in a given year.

It is intended that Schroders, in its capacity as the responsible entity of the Fund, will not be liable to pay Australian income tax. Tax losses within the Fund cannot be claimed by unitholders and will be carried forward to be utilised by the Fund, subject to the tests for deductibility.

Unitholders will be presently entitled to all of the taxable income of the Fund each year. Under current tax law, unitholders will be liable to pay tax on their share of the taxable income of the Fund. The taxable income of the Fund may include capital gains. This will need to be taken into account by unitholders in calculating their net capital gain for a year. Unitholders may also be entitled to claim their share of any franking credits and foreign tax offset of the Fund.

A share of taxable income of the Fund will be included in a unitholder's assessable income for the relevant year, even if distributions are made in a subsequent year, reinvested in additional units or the actual distributions differ from the taxable amount.

Distributions to unitholders may include tax deferred amounts. These amounts are not immediately assessable when received by a unitholder but are applied to reduce the unitholder's CGT cost base in their units in the Fund which will affect the calculation of any gain or loss on the ultimate disposal of their units. If the CGT cost base of units in the Fund is reduced to nil, any further tax deferred amounts received are assessable as capital gains to the unitholder. CGT concession amounts paid by the Fund will not reduce the CGT cost base of the units held by investors.

On disposal of a unit in the Fund, income tax may be payable on any capital gain realised. Individuals, trusts, complying superannuation funds or life insurance companies may be entitled to discount their gain for tax purposes where the units have been held for more than 12 months. If units in the Fund are disposed of for a loss, a capital loss may arise which may be offset against capital gains in the current or subsequent income years.

Deemed Capital Gains Tax ("CGT") election

Eligible managed investment trusts ("**MITs**") may make an irrevocable election to apply a deemed capital account treatment for gains and losses on disposal of certain eligible investments (including equities and units in other trusts but excluding derivatives and foreign exchange contracts). The Fund did not make the election for deemed capital account treatment. As such, the Fund holds its eligible investments on revenue account. On this basis, the realised gains of the Fund will be income or revenue gains and not capital gains, with no entitlement to the capital gains tax discount concession. Realised losses will be revenue losses which, subject to the Fund meeting certain conditions, will be able to be claimed as a deduction against any assessable income of the Fund.

Controlled Foreign Company ("CFC") Provisions

There are certain tax rules (i.e. the CFC provisions) which may result in assessable income arising in the Fund in relation to the Fund's investment in the Underlying Fund. The Fund's investment strategy is expected to minimise the impact of the CFC regime on the Fund. Nevertheless, the taxable income of the Fund may include gains in respect of the Underlying Fund even though such gains are unrealised.

GST

References to GST in this PDS are to GST payable in Australia.

No GST should be payable on the acquisition, disposal, withdrawal or transfer of units in the Fund, nor on any income distributed in respect of the units held by a unitholder in the Fund.

GST may apply to fees and expenses charged to the Fund, and those fees and expenses plus any applicable GST may be recoverable from the assets of the Fund. However, depending on the nature of the fees and expenses, the Fund may be entitled to reduced input tax credits (RITCs) in respect of that GST.

Under the GST regulations, 'recognised trust schemes' (which include the Funds) will be eligible for a RITC of 55% of the GST paid on the acquisition of certain services (for example, audit fees), while an RITC of 75% applies for all other services.

Schroders advises that all fees and costs disclosed in this PDS inclusive of GST net of RITC have been calculated on a reasonable estimate of the RITC that the Fund is expected to be able to claim. Accordingly, the actual costs and expenses inclusive of GST net of RITC may be subject to change without prior notice due to the Fund's ability to claim RITC on the expenses incurred.

Non-resident taxation

Deductions of Australian withholding tax and non-resident income tax may be made from distributions of Australian sourced taxable income for investors with an overseas address or for non-resident investors temporarily residing in Australia.

Tax File Number

Australian resident investors may choose to provide a Tax File Number or an Australian Business Number (if investing in the course of an enterprise). If neither is quoted and no relevant exemption is provided, we are required to withhold tax from income distributions at the highest marginal tax rate plus the Medicare levy (currently 47%).

11. Keeping you informed

Schroders is subject to regular reporting and disclosure obligations in its capacity as responsible entity of the Fund.

The following information can be obtained from Schroders by visiting Schroders' website at www.schroders.com.au or contacting us on 1300 070 714:

- details of the NAV for the Fund – available monthly
- the latest copy of this PDS
- annual reports and financial statements for the Fund
- details of the Distribution Reinvestment Plan
- information about distributions for the Fund
- Schroders unit pricing discretions policy.

If you are a retail client as defined in the Corporations Act, you are entitled to a periodic statement on your investments. Unitholders of the Fund are generally expected to be wholesale clients (rather than retail clients).

Potential investors may obtain copies of audited financial statements and/or details of the underlying investments or current unit prices for the Fund by contacting Schroders (see 'Contacting Schroders' section of this PDS). Under the Constitution of the Fund, Schroders or its nominee has certain discretions in calculating unit prices. A documented unit pricing policy is maintained relating to the exercise of these discretions. A copy of the policy and documents relating to it are available free of charge on our website, www.schroders.com.au or by contacting Schroders (see 'Contacting Schroders' section of this PDS).

Online account access

Online account access is available for direct investors providing easy and convenient online access for you to:

- check the total value of your investments in the Fund;
- view your account summary, including the Fund(s) you are invested in, the number of units, unit price and current balance of the Fund(s); and
- review your recent transaction history.

Note that transactions cannot be made online.

Investors who wish to access their unit holding information online should register for this service online at www.schroders.com.au. Investors will then be mailed a login ID, temporary password and activation instructions.

We will provide your adviser or authorised representative with a separate login ID and password to access your account information. Access is subject to terms and conditions that will be available online upon accessing this service.

Up-to-date information

Certain information in this PDS may change from time to time. Where we indicate to you that we will give notice of such changes, or where the updated information includes no materially adverse information, we will publish the updated information on our website, www.schroders.com.au. A copy of the updated information will be available free of charge upon request by contacting Schroders (see 'Contacting Schroders' section of this PDS). Where a change is considered materially adverse, we will issue a supplementary PDS or a replacement PDS.

Continuous disclosure

Where the Fund is a 'disclosing entity' as defined in the Corporations Act, it will be subject to continuous disclosure and reporting obligations under the Corporations Act. We will meet our continuous disclosure obligations by publishing material information on our website www.schroders.com.au. Copies of documents lodged with ASIC in relation to the Fund may be obtained from, or inspected at an ASIC office. You have a right to obtain a copy of the following documents from us at no charge:

- the Fund's annual financial report most recently lodged with ASIC;
- any half yearly report lodged with ASIC after the lodgment of the annual report and before the date of this PDS; or
- any continuous disclosure notices given by the Fund after lodgement of the annual or half yearly report and before the date of this PDS.

12. Our legal relationship with investors

The Corporations Act, general law and the Constitution set out the rights and interests of the unitholders in the Fund as investors and also set out the rights, duties and obligations of Schroders as the responsible entity of the Fund.

Compliance plan

In accordance with the Corporations Act, a compliance plan has been prepared for the Fund and lodged with ASIC. The compliance plan, among other things, sets out the measures that Schroders will apply to ensure that the Fund is operated in accordance with the Constitution and the Corporations Act. The compliance plan will be audited at least once a year by an external auditor who will report on their findings to Schroders. A compliance committee, with a majority of external members, has been established for the purpose of monitoring Schroders' adherence to the Fund's compliance plan.

Constitution

The Fund is governed by its Constitution. The main provisions of the Constitution are summarised below. The Constitution is legally binding between Schroders and each unitholder. To the extent of any inconsistency between this PDS and the Constitution, the provisions of the Constitution will prevail. Subject to the Corporations Act, Schroders, as the responsible entity, may amend the Constitution. A copy of the Constitution is available for inspection free of charge at the offices of Schroders during normal business hours.

Rights and liabilities of unitholders

Each unit carries with it an equal beneficial interest in the Fund as a whole but not in any particular asset of the Fund. Fund income is only distributed to registered unitholders entitled to a distribution as at the last Business Day of the distribution period. Unitholders may not interfere with Schroders' powers or exercise any rights in respect of any investment of the Fund. Under the Constitution and the Corporations Act unitholders may:

- transfer units in the Fund;
- requisition, attend and vote at meetings of the Fund;
- share in the income and capital distributions of the Fund; and
- participate in the winding up of the Fund.

Generally, the Constitution limits a unitholder's liability to Schroders as the responsible entity to the value of that unitholder's investment in the Fund. However, no absolute assurance can be given due to the fact that this has not been tested in superior courts.

Liability of Schroders as the responsible entity

Subject to the Corporations Act, except in the case of its own fraud, gross negligence, or wilful default, Schroders is not liable to unitholders for any loss or damage suffered relating to the Fund.

Retirement and removal of Schroders as the responsible entity

Schroders may be removed as responsible entity of the Fund in the circumstances set out in the Constitution and the Corporations Act, including where unitholders pass an extraordinary resolution to remove Schroders as the responsible entity. Schroders may also retire voluntarily and must call a meeting of unitholders who may choose a replacement by extraordinary resolution.

Termination of the Fund

Schroders may terminate the Fund at any time by giving notice to unitholders or in the circumstances provided in the Corporations Act, including pursuant to an extraordinary resolution passed by unitholders. Where the Fund is terminated, Schroders must sell all the assets of the Fund and distribute the net proceeds to unitholders in proportion to the number of units held.

13. Dealing with complaints

Schroders has procedures in place for dealing with complaints. Unitholders with enquiries should contact Schroders.

Notification of any complaint should be made in writing addressed to:

Client Services Manager
Schroder Investment Management Australia
Limited GPO Box 5059
Sydney NSW 2001

We will seek to acknowledge receipt of your complaint in writing as soon as reasonably practicable and in any event within 1 Business Day from receipt, and address your complaint within 30 days. If Schroders has not addressed your complaint, or if you are not satisfied, you may, if eligible, refer your complaint to the independent complaints resolution body, the Australian Financial Complaints Authority ("AFCA").

Claims determined by AFCA are subject to maximum limits on the total value of the remedy that can be awarded. Please see the terms of reference for AFCA found at www.afca.org.au. You can contact AFCA at info@afca.org.au or 1800 931 678.

AFCA is not available to New Zealand unitholders. If you are a New Zealand unitholder, please see the "Warning Statement for New Zealand investors" for further details on how you may make a complaint.

14. Terms and conditions

Conditions and acknowledgements

An investor agrees to be bound by the following terms and conditions:

1. Facsimile and email terms and conditions

By sending a facsimile or email the investor accepts the following terms and conditions:

- The investor authorises Schroders and any of its authorised agents to act upon instructions given by facsimile or email with respect to Units subscribed for (and any further Units purchased) or any matter in connection with them without any liability in respect of any transfer, payment or any other act done in accordance with such instructions, including payment of proceeds from sales of Units.
- The investor bears the risk that someone who knows their account details may send Schroders an instruction to apply or withdraw via facsimile or email. Any action taken by that person will be deemed to be taken by the investor. Schroders is not responsible to the investor for any fraudulently completed communications. Schroders will not compensate the investor for any losses.
- The investor bears the risk that the use of this arrangement may result in the duplication of instructions received by Schroders. Schroders will not compensate investors for any losses arising from the processing of duplicate instructions.
- The investor agrees to release, discharge and indemnify Schroders, and any other related or associated entities of Schroders, from and against any and all actions, proceedings, accounts, claims, costs, demands, charges and expenses, losses and liabilities, however arising out of the use of this arrangement.
- Schroders will only act on a completed communication that has been received by Schroders. A facsimile transmission certificate from the investor's facsimile machine is not evidence that the investor's facsimile was received by Schroders. Similarly, a record on the investor's email software showing that an email has been sent is not evidence that the email was received by Schroders. Schroders is not liable for any loss or delay resulting from the non-receipt of any transmission.
- Schroders may cancel this arrangement or vary these conditions on 14 days' notice.
- Instructions to change payment details or signatories received by facsimile or email by Schroders will not be accepted without prior agreement by Schroders.
- The investor bears the risk of delays in processing instructions if a facsimile is not sent to the applications/withdrawals facsimile number or an email to the wrong email address.

2. Signatories' terms and conditions

- If the investor has granted a power of attorney, the attorney declares that he/she has not received notice of revocation of that power. A certified copy of the power of attorney should be submitted unless it has been provided previously to Schroders.
- If investing as trustee on behalf of a superannuation fund or trust, the trustee confirms that they have the power and authority under the relevant trust deed to invest on behalf of the superannuation fund or trust.
- If investing on behalf of an unincorporated entity, the officer confirms that they have the power and authority under the relevant Rules/Constitution to invest on behalf of the entity.
- In the case of joint applications, the investors agree to hold the units as joint tenants and acknowledge that, unless otherwise stated, either investor is able to operate the account, including making withdrawal requests and additional applications.
- If investing as a company/incorporated association, the investor confirms that they are officers of the company/incorporated association and that they have the authority to bind the company/incorporated association to the investment. If they are a sole signatory signing on behalf of a company, the investor confirms that they are signing as the sole director/secretary of the company.
- Where a document received by Schroders bears a signature of an investor that has been applied electronically, and the signature appears to be authentic, Schroders will be entitled to assume (without making any further enquiries) that the investor has applied, or has authorised the application of, the signature and to act on the document as if it had been signed by the investor, and the investor agrees to release, discharge and indemnify Schroders, and any other related or associated entities of Schroders, from and against any and all actions, proceedings, accounts, claims, costs, demands, charges and expenses, losses and liabilities, however arising as a result of the above.

3. Adviser/consultant/broker and authorised signatories' terms and conditions

If the adviser/consultant/broker has been appointed, the investor confirms that the following terms and conditions will apply to the appointment (subject to applicable legal requirements):

- Schroders will only pay the investor. Payment to third parties is not permitted.
- Schroders may treat the exercise of any power by a person reasonably believed to be acting as an investor's adviser/consultant/broker or authorised signatory as if the investor had personally exercised those powers. An investor cannot claim that their adviser/consultant/broker or authorised signatory was not acting on their behalf until the arrangement is discontinued by written notice being received by Schroders.
- Schroders is authorised to disclose information about an investor's investment in the Fund to the investor's adviser/consultant/broker or the authorised personnel of the adviser/consultant/broker.
- The investor's adviser/consultant/broker or authorised signatory does not have the power to appoint another authorised signatory for an investor's investment. Only the investor has this power.
- The investor agrees to release, discharge and indemnify Schroders and any other related or associated entities of Schroders from and against any and all actions, proceedings, accounts, claims, costs, demands, charges and expenses, losses and liabilities, however arising out of the use of this arrangement or the appointment or exercise of powers by the adviser/consultant/broker or authorised signatory.
- If the payment is made in accordance with the request or instructions of the adviser/consultant/broker or authorised signatory, the investor shall have no claim against Schroders and any related or associated entities in relation to the payment.
- Any document or information required to be provided to the investor under any law that is given by Schroders to the adviser/consultant/broker or authorised signatory, in accordance with the requests or instructions of the adviser/consultant/broker or authorised signatory, shall be to the complete satisfaction of the obligation of Schroders, notwithstanding any fact or circumstance including that the document or information was requested, made or received without the investor's knowledge or authority.
- The investor is bound by the actions of the adviser/consultant/broker or authorised signatory in relation to the operation of their investment in the Fund.
- Schroders may cancel this arrangement or vary these conditions on 14 days' notice.

4. Foreign Account Tax Compliance Act ("FATCA") acknowledgment

Certain 'foreign financial institutions' ("**FFIs**") are required to comply with FATCA. In order to avoid withholding tax of 30% on payments of US income or gross proceeds of the sale of certain US investments the Fund as an FFI must comply with certain reporting requirements. These include the collection and reporting of certain information about US and US-owned investors to the US tax authorities. The Fund may request certain information from investors to comply with its obligations under FATCA.

Schroders may be required to deduct and withhold tax from payments made to non-US investors in the Fund if the investors are FFIs and they fail to comply with the reporting requirements imposed under FATCA.

The investor acknowledges that where Schroders becomes aware at any time that units in the Fund are beneficially owned by a US Person, a US owned non-US entity, a non-participating FFI or a person who fails to provide the requisite documentation in relation to its US tax status, Schroders may at its sole discretion compulsorily redeem those units.

5. Common Reporting Standard ("CRS")

Australian financial institutions ("**AFIs**") have been required to comply with the Common Reporting Standard ("**CRS**") from 1 July 2017. CRS provides a global standard for the collection of financial account information on account holders who are foreign tax residents. The Fund as an AFI must comply with the reporting requirements. As investors in the Funds, you are required to certify certain information about your tax residency status before we accept your application. Under CRS, we will be required to report details of foreign tax residents together with details of their investments to the Australian Taxation Office ("**ATO**"). The ATO may exchange financial account information with participating foreign jurisdictions.

You agree to provide all the necessary information and certification required by Schroders to meet our obligations under CRS.

6. Privacy

Schroders must comply with the Privacy Act. This Act generally regulates the collection, storage, quality, use and disclosure of personal information. Schroders may collect personal information from investors to provide its products and services. The Corporations Act and the AML/CTF Act require Schroders to collect some personal information about you. In accordance with Schroders' Privacy Policy, in most cases, investors have rights to access their personal information. Schroders can use your personal information to assess your application for the investment product and, if you obtain the product, to manage that product. If you do not want us to use your personal information for direct marketing purposes please contact The Privacy Officer at the address set out below.

Schroders may disclose your personal information to anyone you have authorised, or any broker, adviser, consultant or dealer group advising you or acting on your behalf, government departments or agencies as well as any related entities of Schroders and anyone acting on Schroders' and/or the broker/adviser/consultant/dealer group's behalf such as external service suppliers who supply administrative, financial or other services to assist Schroders and/or the broker/adviser/consultant/dealer group in providing financial services. If we are not able to collect all the personal information we require, we may not be able to assess your application for the investment product or manage the product. Schroders or its external service suppliers may be required to transfer your personal information to entities located outside of Australia including London, Luxembourg, India and Singapore where it may not receive the level of protection afforded under Australian law.

Please note that if you provide personal information to Schroders about another person, you warrant that you are authorised by that person to do so and that you have informed that person of the information in this Privacy section.

Enquiries regarding access to personal information must be in writing and addressed to:

The Privacy Officer
Schroder Investment Management Australia
Limited GPO Box 5059
Sydney NSW 2001

Further information on how Schroders handles personal and sensitive information can be found in the Privacy Statement that is available on the Schroders website www.schroders.com.au. A copy of this Privacy Statement may be obtained free of charge upon request. The Privacy Statement also contains information about how you can access and correct the information about you held by Schroders as well as how complaints may be made and how they will be dealt with by Schroders.

15. Warning statement for New Zealand investors

If you are a New Zealand investor we are required to provide the following warning statement to you under New Zealand law.

Warning Statement

1. This offer to New Zealand investors is a regulated offer made under Australian and New Zealand law. In Australia, this is Chapter 8 of the Corporations Act 2001 (Aust) and regulations made under that Act. In New Zealand, this is subpart 6 of Part 9 of the Financial Markets Conduct Act 2013 and Part 9 of the Financial Markets Conduct Regulations 2014.
2. This offer and the content of the offer document are principally governed by Australian rather than New Zealand law. In the main, the Corporations Act 2001 (Aust) and the regulations made under that Act set out how the offer must be made.
3. There are differences in how financial products are regulated under Australian law. For example, the disclosure of fees for managed investment schemes is different under the Australian regime.
4. The rights, remedies, and compensation arrangements available to New Zealand investors in Australian financial products may differ from the rights, remedies, and compensation arrangements for New Zealand financial products.
5. Both the Australian and New Zealand financial markets regulators have enforcement responsibilities in relation to this offer. If you need to make a complaint about this offer, please contact the Financial Markets Authority, New Zealand (<http://www.fma.govt.nz>). The Australian and New Zealand regulators will work together to settle your complaint.
6. The taxation treatment of Australian financial products is not the same as for New Zealand financial products.
7. If you are uncertain about whether this investment is appropriate for you, you should seek the advice of an appropriately qualified financial adviser.

Currency exchange risk

1. The offer may involve a currency exchange risk. The currency for the financial products is not New Zealand dollars. The value of the financial products will go up or down according to changes in the exchange rate between that currency and New Zealand dollars. These changes may be significant.
2. If you expect the financial products to pay any amounts in a currency that is not New Zealand dollars, you may incur significant fees in having the funds credited to a bank account in New Zealand in New Zealand dollars.

Dispute resolution process

The dispute resolution process described in this offer document is available only in Australia and is not available in New Zealand.

16. Glossary

ADI	means Authorised Deposit-taking Institution.
AML/CTF Law	means the <i>Anti-Money Laundering and Counter-Terrorism Financing Act 2006</i> (Cth) and relevant rules and regulations.
ASIC	means the Australian Securities and Investments Commission or if it ceases to exist, any regulatory body or authority as then serves substantially the same objects.
AUD	means Australian dollars.
Brown Brothers	means Brown Brothers Harriman (Luxembourg) S.C.A. acting as Custodian, Depositary and Administration Agent of the Underlying Fund.
Business Day	means any day excluding a Saturday or Sunday on which banks are open for business in Sydney.
Constitution	means the constitution of the Fund, as amended or replaced from time to time.
Corporations Act	means the <i>Corporations Act 2001</i> (Cth).
Directors	means the Board of Directors of the Underlying Fund.
Fund	means the Schroder Specialist Private Equity Fund, which is a registered managed investment scheme under the Corporations Act.
GST	means any goods and services tax, consumption tax, value-added tax or similar impost or duty that is or may be levied or becomes payable in connection with the supply of goods or services.
NAV or Net Asset Value	means the total assets minus the total liabilities of the Fund, units or portfolio in question, as determined in accordance with the Constitution.
PDS	means this Product Disclosure Statement dated 5 February 2021.
Privacy Act	means the <i>Privacy Act 1988</i> (Cth) as amended from time to time.
RITC	means a "reduced input tax credit" as defined in the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth) as amended from time to time.
Schroders Group	means Schroders plc and its subsidiaries.
Underlying Fund	means the I-AUD class of units in the GAIA II Specialist Private Equity Fund which is an open-ended investment company organised as a "société anonyme" under the laws of the Grand Duchy of Luxembourg and qualifies as a Société d'Investissement à Capital Variable ("SICAV") and as an alternative investment fund within the meaning of article 1 (39) of the Luxembourg 2013 Law on alternative fund managers.
Unit	means a unit in the Fund.

17. Contacting Schroders

Schroder Investment Management

Australia Limited

(ABN 22 000 443 274)

(AFSL No. 226 473)

Registered office

Level 20, Angel Place

123 Pitt Street

Sydney NSW 2000

Schroders unit registry

C/o Link Market Services

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Sydney NSW 2000

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