

## IMPORTANT INFORMATION

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All references to dollars within this material are to Australian dollars unless otherwise stated.

This document should be read in conjunction with Denning Pryce's Governance Fact Sheet (as amended from time to time). If you have any questions about this material, please contact Denning Pryce on (02) 9222 1359 or at [exec@denningpryce.com.au](mailto:exec@denningpryce.com.au).

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### No Guarantee of Performance

The performance of the funds mentioned on the Denning Pryce website are subject to investment risk, which may include the loss of income or capital invested. Neither the repayment of capital nor the investment performance of the funds is guaranteed by Denning Pryce. Past performance is not a reliable indicator of future performance.

### Jurisdiction

The offer of investment in any Denning Pryce fund is available to persons receiving an electronic or hard copy of the relevant offer document in Australia.

### Governing Law

These Terms and Conditions are governed by the law in force in the state of New South Wales, and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales and courts of appeal from them for determining any dispute concerning these Terms and Conditions.

### Source Data

The information obtained from third party data providers, included in reports available from this website, may only be used for your internal use, may not be reproduced or re-disseminated in any form and may not be used to create any financial instruments or products or any indices. The information of third party data providers is provided on an "as is" basis and the user of this information assumes the entire risk of any use made of this information. None of these data providers, their affiliates or any other person involved in or related to compiling or creating any third party data information, expressly disclaim all warranties (including, without limitation any warranties of originality, accuracy, completeness, timeliness, non-infringement, merchantability and fitness for a particular purpose) with respect to this information. Without limiting any of the foregoing, in no event shall any third party data provider have any liability for any direct, indirect, special, incidental, punitive, consequential (including, without limitation, lost profits) or any other damages.

### Fax Indemnity

A notice (including an application or redemption request) given to Denning Price or any party nominated from time to time by Denning Pryce (**Other Party**) to receive material on its behalf by fax is effective only at the time of receipt by Denning Pryce or the Other Party. You should retain a copy of the fax confirmation sheet as proof that a transmission was successfully completed on the date and time shown. This will assist if an issue arises as to the timing of receipt of a facsimile by Denning Pryce or the Other Party.

By completing the application form or a withdrawal request, investors agree to be bound by the following additional conditions if investors give Denning Pryce or the Other Party a notice by fax:

- investors acknowledge that there is a risk that fraudulent fax requests may be made by a third party;
- investors agree that neither of Denning Pryce any Other Party, their officers, employees or agents, is responsible for any fraudulently completed communications and that none of Denning Pryce or the Other Party, their officers, employees or agents will compensate investors for any losses arising from such communications; and
- investors release and indemnify Denning Pryce and the Other Party, their officers, employees and agents against any liabilities whatsoever arising from Denning Pryce and the Other Party, their officers, employees or agents acting on faxed communications from, or purporting to be from investors.

## Denning Pryce's Privacy Statement

At Denning Pryce, we acknowledge the importance of personal information. We understand that investors may have concerns about their privacy and about the confidentiality and security of personal information.

Denning Pryce is obliged to provide quality financial services and products within a secure and private environment. This privacy statement describes how Denning Pryce manages personal information and safeguards its client's privacy.

### The Privacy Principles

Denning Pryce is subject to the requirements of the National Privacy Principles contained in the Privacy Act 1988 (the **Privacy Act**) as amended from time to time and which govern how private sector organisations manage personal information.

### Collection of personal information

Denning Pryce will only collect information that is necessary for the primary purpose of:

- providing our services and products or with information that has been requested;
- notification about other Denning Pryce services or promotions from time to time; and
- managing our relationships.

Denning Pryce strive to collect personal information in a lawful and non-obtrusive way. The types of personal information Denning Pryce collects and maintains generally comprises:

- names
- contact details such as telephone numbers, address and e-mail address;
- birth dates (where applicable);
- tax file numbers (in accordance with the Australian Tax Office guidelines); and
- relevant financial details.

### Sensitive information

Generally, Denning Pryce does not collect sensitive information (eg. information about religion, race, medical conditions or political views). If we need to collect sensitive information we will only do so with each client's consent.

### Use and disclosure

Denning Pryce will only use and/or disclose personal information for the purpose for which it is collected, unless consent has been obtained to use the information for additional purposes. Exceptions to this include where disclosure is:

- required by Law; or
- reasonably necessary to assist a law enforcement agency; or
- external companies for the purposes of issuing statements and handling mail.

### Data flows

Denning Pryce may disclose information to anyone acting on behalf of Denning Pryce, such as external service providers who supply administrative, financial or other services to assist Denning Pryce in the provision of financial services and products, anyone a client may have authorised, or government departments or agencies within or outside of Australia.

### Anonymity

Where legally permissible and practicable Denning Pryce may deal with an individual anonymously. However, if required information is not provided Denning Pryce may not be able to provide the product or service requested.

### Personal Information Quality and Access

Denning Pryce aims to keep all personal information as accurate, complete and up to date as possible. To assist us with this, we request clients contact us if any of the details provided have changed. Clients may contact Denning Pryce if they believe information we hold about them is incorrect in any way or out of date. Denning Pryce may charge a fee for supplying personal information.

### Personal Information Security

Denning Pryce keeps your information secure and takes all reasonable precautions to protect any information we hold about clients. Reasonable steps are taken to destroy or permanently de-identify any personal information no longer required.