## U Ethical Growth Portfolio

## **Terms and Conditions**

Issued 27 September 2023

UCA Growth Fund Limited ABN 39 075 948 435





## Date 27 September 2023

Your investment in debentures relating to the U Ethical Growth Portfolio (the Portfolio) is governed by the Terms and Conditions set out below:

UCA Growth Fund Limited (UCA Growth) may amend the Terms and Conditions from time to time, without prior notice to investors.

- 1. The debentures represent an obligation of UCA Growth to repay your investment as a debt of the company.
- UCA Growth is not subject to the requirements to have a disclosure document and trust deed under the Corporations Act 2001 and has not been examined or approved by the Australian Securities and Investments Commission (ASIC). UCA Growth will provide audited financial accounts to ASIC and the Australian Charities and Not-for-Profit Commission (ACNC) each year. The normal protections that would apply under the Corporations Act do not apply.
- 3. Income derived from the investments is distributed to investors subject to the deduction of the applicable management fee and any expenses.
- 4. The Portfolio is invested in Australian and international equities, listed property, fixed income and cash. Investments are generally made via the U Ethical Australian Equities, International Equities, Property and Enhanced Income trusts.
- 5. The Portfolio does not guarantee a return on money invested in debentures relating to the Portfolio or that the capital/ principal invested will be repaid.
- 6. The debentures are unitised. Unit prices, which reflect the net asset value of the Portfolio's investments, are calculated each business day following market close. The value of your investment in the Portfolio, and therefore the amount payable upon the redemption of your investment in the Portfolio, is calculated by reference to the unit price.
- 7. The net asset value of investments in the Portfolio is the value of all the investments, cash and other property held in the Portfolio less all amounts required to repay borrowings and to meet liabilities, including accrued charges for fees and expenses.
- 8. The assets of the Portfolio must be valued at their market value unless UCA Growth determines there is no applicable market value or the market value does not represent the fair value of that part of the assets.

- 9. UCA Growth reserves the right to revalue the Portfolio's investments at any time to reflect major disruptions, or changes in the financial markets.
- 10. Valid applications received before 1.00 p.m. on a business day are processed the next business day at the application price applicable on the date of receipt.
- 11. Valid applications received after 1.00 p.m. are taken as being received on the following business day.
- 12. Investors receive a written acknowledgment for each investment.
- 13. UCA Growth reserves the right to refuse any investments without assigning a reason.
- 14. Applications for additional investments may be lodged at any time.
- 15. Investments can only be made electronically. Cash and cheques will not be accepted.
- 16. Investments in debentures relating to the Portfolio should be regarded as long-term rather than short-term investments.
- 17. Investments in debentures relating to the Portfolio are not transferrable without the approval of UCA Growth.
- Investors receive distributions based on the amount of income derived by the Portfolio during each distribution period being each period of six months ending 30 June and 31 December in each year. The applicable rate of return per unit will be notified upon payment.
- 19. Income distributions are made to investors at the distribution dates.
- 20. Investors requiring repayment of their investment will receive any accrued income in the redemption price of the units.
- 21. Income derived by the Portfolio during the distribution period will be reinvested in order to maximise the amount of income for distribution at the end of the distribution period.
- 22. An investor may generally arrange for income distribution to be either
  - a) credited to the investor's nominated bank account; or
  - b) reinvested
- 23. A signed redemption form is the only authority required for redemption provided it has been signed by the registered signatories.
- 24. Redemption requests of less than \$1,000,000 are repayable on the next business day.

Investments of \$1,000,000 or more are repayable within 10 business days of receiving the redemption request.

- 25. UCA Growth reserves the right to unilaterally repay investments, in full or in part, together with any accrued income entitlements up to the date of repayment without prior notice. However, UCA Growth will generally provide an investor one calendar months' notice of its intention to do so by letter forwarded to the last known address of the investor.
- 26. Investments are made in accordance with U Ethical's Ethical Investment Policy which can be provided upon request.
- 27. Written communications may be delivered by mail or electronically.
- 28. The liability of investors is limited to the amount invested in the Portfolio.
- 29. UCA Growth will have no liability to investors for anything done or omitted by it in good faith.

Contact Us U Ethical

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**Office Hours** 8.30 a.m. – 5.00 p.m. Monday to Friday