

Archer Wealth Investment Fund
Information Memorandum



Date issued 10 December 2025
Archer Wealth Investments Pty Ltd (ACN 668 350 669) – Trustee
Archer Wealth Pty Ltd (ACN 648 609 876) – Investment Manager
Authorised Representatives of Archer Wealth Capital Pty Ltd (ACN 664 541 057) (AFSL 548263)

About this Information Memorandum

This is the Information Memorandum (**IM**) for units in the Archer Wealth Investment Fund (the **Fund**) and was issued on 10 December 2025. This IM has been prepared and issued by Archer Wealth Investments Pty Ltd (ACN 668 350 669) in its capacity as the Trustee of the Fund (referred to in this IM as the **'Trustee'**, **'Archer Wealth Investments'**, **'us'** or **'we'**). The Trustee is a corporate authorised representative (CAR No 1304974) of Archer Wealth Capital Pty Ltd (ACN 664 541 057, AFSL 548263) (referred to in this IM as **'Archer Wealth Capital'**).

The Trustee has appointed Archer Wealth Pty Ltd (ACN 648 609 876) (referred to in this IM as **'Archer Wealth'** or **'Investment Manager'**) under the Investment Management Agreement. The Investment Manager is a corporate authorised representative (CAR No 1291674) of Archer Wealth Capital and is authorised to provide advisory and dealing in connection with the Fund to Wholesale Clients only.

Archer Wealth Investments has appointed Archer Wealth Capital as its agent for the purposes of arranging for the offer to issue, vary or dispose of units in the Fund under s911A(2)(b) of the Corporations Act. Archer Wealth Investments may only issue, vary or dispose of units in accordance with Archer Wealth Capital's offer, provided they are accepted.

Archer Wealth Capital consents to being named in the IM in the manner described above and, as at the date of the IM, has not withdrawn its consent to be named. Archer Wealth Capital does not take any responsibility or accept any liability for the contents of this IM to the maximum extent permitted by law.

FundBase Pty Limited (ACN 657 064 107) (**'FundBase'**) is the Fund Administrator of the Fund.

Neither Archer Wealth Investments, Archer Wealth, Archer Wealth Capital, or any other person guarantees the return of capital, the performance of the Fund or the payment of any Distribution.

This IM is for an offer of units in the Fund (the **'Offer'**) to investors who qualify as Wholesale Clients under s761G of the Corporations Act or to any other person who is not required to be given a regulated disclosure document under the Corporations Act. This IM will not be lodged with ASIC. It is not a product disclosure statement or other disclosure document within the meaning of the Corporations Act.

This IM is prepared for your general information only. It is not intended to be a recommendation by the Trustee, Archer Wealth, Archer Wealth Capital or their respective associates, employees, agents or officers or any other person to invest in the Fund. This IM does not consider the investment objectives, financial situation or needs of any particular investor. You should not base your decision to invest in the Fund solely on the information in this IM. You should consider the suitability of the Fund in view of your financial position and investment objectives and needs and you may want to seek professional advice before making an investment decision.

Not supervised by APRA

The Trustee is not supervised by APRA or authorised under the *Banking Act 1959* (Cth) and investments in the Fund are not covered by the deposit or protection provisions available to clients of an Australian Authorised Deposit-taking Institution.

Accuracy or completeness

This IM does not purport to be complete, accurate or contain all information recipients may require to make an informed assessment of whether to invest in the Fund. To the extent permitted by law, the Trustee accepts no liability whatsoever for any loss or damage arising from any person relying on any information contained or omitted from this IM when investing in the Fund.

Opinions, estimates, financial objectives and forecasts

This IM may contain various opinions or financial objectives concerning the anticipated future performance of the Fund.

These opinions or financial objectives are not guarantees of future performance and involve certain risks, uncertainties and assumptions that are difficult to predict. As a result, actual outcomes may differ materially from what is expressed in these statements.

Whilst any opinions, estimates or financial objectives expressed in this IM are based on reasonable assumptions, these may not prove to be correct. The Trustee does not make any representations or warranties as to their validity, certainty or completeness. The Trustee will not update or revise forward-looking statements or publish prospective financial information in the future, regardless of whether new information, future events or any other factors affect the information contained in this IM.

Offer made to Australian Wholesale Clients

The Offer is available to Wholesale Clients receiving the IM within Australia. The Offer may be made available to select persons in other jurisdictions at the Trustee's discretion, provided the Offer is in accordance with applicable laws in those jurisdictions. Neither the Trustee or any of its officers, associates, employees or agents, represent that this IM may be lawfully offered, in compliance with any applicable legislation in any jurisdiction outside of Australia or assumes any responsibility for facilitating a distribution or offer outside of Australia.

Updates

Except for this Important Information section, certain information in this IM concerning the Fund is subject to change. The IM including any updates is available on our website at <https://archer-wealth.com>.

Although there is no obligation to advise recipients of any error or change to the information contained in this IM, where we consider it appropriate, we will notify you in writing of any changes.

Any term sheet issued for a Loan will be deemed to be part of this IM and binding on the investor. In the event of a discrepancy between the term sheet and this IM the IM prevails.

Other information

Unless otherwise stated, all fees and expenses quoted in the IM exclude GST. All amounts are in Australian dollars unless otherwise specified and all references to legislation are to Australian law unless otherwise specified.

Definitions for important terms used in this IM can be found in the Dictionary on page 18.

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Fund at a Glance

About the Fund	
Name of Fund	Archer Wealth Investment Fund
Trustee	Archer Wealth Investments Pty Ltd (ACN 668 350 669). The Trustee is a corporate authorised representative (CAR No. 1304974) of Archer Wealth Capital Pty Ltd (ACN 664 541 057, AFSL 548263).
Investment Manager	Archer Wealth Pty Ltd (ACN 648 609 876) has been appointed as the Investment Manager of the Fund and is responsible for managing the Fund's Assets. The Investment Manager is a corporate authorised representative (CAR No. 1291674) of Archer Wealth Capital Pty Ltd (ACN 664 541 057, AFSL 548263).
Fund Administrator	FundBase Pty Limited (ACN 657 064 107)
Investment Objectives¹	The Fund seeks to invest in first and second mortgage and lending opportunities that will deliver attractive risk-adjusted returns protected by registered mortgages over real property.
Investment Criteria	The Trustee has an Investment Criteria against which all potential loans are assessed, see page 6.
Investment Process	The Investment Manager will identify and formally evaluate investment opportunities against the Investment Criteria and any other factors relevant to the opportunity. For more information see the Investment Criteria and Borrower Assessment sections on page 6.
Investment	The Fund seeks to invest in first and second mortgage secured loans to approved Borrowers. The Fund will primarily invest in mortgage loan opportunities over commercial, residential, rural and industrial properties located in major cities and major regional areas in Australia.
Minimum investment²	The minimum investment amount is \$50,000 for the initial investment.
Investing	Units in Archer Growth Income and Archer Accelerate Income will be issued on a monthly basis, and units in Archer Opportunity will be issued quarterly, unless the Trustee decides otherwise to value the Fund more frequently.
Classes of units	<p>The Fund will have a number of unit classes for different Investment Options, being:</p> <ul style="list-style-type: none"> • Archer Growth Income units which invest in a portfolio of Loans secured by a first mortgage over real property. • Archer Accelerate Income units which invest in a portfolio of Loans secured by a second mortgage and/or covenants over real property, as well as investing in first-mortgage secured loans via a Warehouse program co-funded by the Investment Manager or a related entity. • Archer Opportunity units which invest in a portfolio of distressed and/or defaulting Loans secured by first and second mortgages and/or covenants over real property, as well as investing in first-mortgage secured loans via a Warehouse program co-funded by the Investment Manager or a related entity. (this class is not expected to exceed \$25m in funds under management unless the Trustee otherwise determines). <p>The Trustee is permitted to establish additional classes of units. For additional classes, this IM together with the term sheet, should be read together. This IM will apply as to the terms of the term sheet.</p>
Issue Price	<p>For the first investment in a unit class, the Issue Price of \$1.00 applies. Subsequently for correctly completed Applications received before 2pm by the Fund Administrator on the last business day:</p> <ul style="list-style-type: none"> • of a month for Archer Growth Income or Accelerate Income units, will receive the Issue Price for the class calculated for the Valuation Date for the month • of a quarter for Archer Opportunity, will receive the Issue Price for the class calculated for the Valuation Date for the quarter.
Access to funds	The Fund is an illiquid investment, an investor may redeem part or all of their units only with the consent of the Trustee and only if their remaining balance is not less than \$50,000. Payment of redemptions is made by deposit into the investor's nominated bank account.
Redemption Price	The redemption price for a class is calculated based upon the most recently determined NAV of the class of Units prior to the redemption date, adjusted for any transaction costs.
Income distribution	Income will be paid or reinvested monthly for Archer Growth Income and Archer Accelerate Income and quarterly for Archer Opportunity. Distributions are dependent on Borrowers making repayments and paying the fees required under the Loan terms. Distributions will be paid or reinvested to the nominated bank account of a unitholder.
Valuation	Units will be valued on the last business day of each month for Archer Growth Income and Archer Accelerate Income or of each quarter for Archer Opportunity, or more frequently as the Trustee determines.
Management fee³	The management fee is 2.00% p.a of the Net Asset Value and is calculated and accrued according to the unit class. For Archer Growth Income and Archer Accelerate Income, the management fee is calculated and accrued monthly on the last business day of the month and paid to the Trustee monthly in arrears. For Archer Opportunity, the management fee is calculated and accrued quarterly on the last business day of the quarter and paid to the Trustee quarterly in arrears.
Performance fee	For units in Archer Opportunity only, a performance fee of 75% of the Default Interest in excess of 15%

	applies, with Archer Opportunity investors retaining the remaining 25%.
Fund expenses²	Expenses for the Fund such as custody, administration, legal and audit fees and other expenses for establishment and operation of the Fund may be reimbursed from the Fund. For more information see the fees and costs on page 12.

1. The Fund may be invested in cash and cash type investments whilst it is in establishment phase.
2. The Trustee may waive the minimum amounts specified at any time without prior notice to unitholders.
3. All numbers exclude GST unless otherwise noted and all dollar amounts are in AUD.

About Archer Wealth Investments and the Main Service Providers

The Trustee

Archer Wealth Investments Pty Ltd (ACN 668 350 669, CAR No. 1304974) (**Archer Wealth Investments**) is the Trustee of the Fund and issuer of this IM.

The responsibilities and obligations of Archer Wealth Investments as Trustee of the Fund are governed by the Fund's Trust Deed, as well as by general trust law.

The Trustee's role is to exercise control and decision-making for the day-to-day operations of the Fund.

The Investment Manager

Archer Wealth Pty Ltd (ACN 668 350 669, CAR No. 1291674) (**Archer Wealth**) is the appointed Investment Manager for the Fund.

Archer Wealth is a proprietary limited company that was incorporated in 2021. Archer Wealth has been operating as a Loan funder and has an experienced management team with a proven track record in the mortgage lending industry and seeks to:

- identify prudent mortgage lending opportunities;
- preserve investor's capital;
- manage Borrower's loans from inception to discharge; and
- deliver attractive risk-adjusted returns.

The Trustee and Investment Manager (together '**we**' or '**us**') aim to generate attractive risk-adjusted alternative investment opportunities through facilitating the funding of high-quality Loan transactions. Archer Wealth will seek to invest based upon income investing and diversification across a variety of Loan types, LVR's and Borrower types.

Archer Wealth's success to date is based on the competence and efficiency of its team, and the extensive experience of its executives and contracted advisors.

Fund Administrator

We have appointed FundBase Pty Limited (ACN 657 064 107) (**'FundBase'**) as the Fund Administrator. FundBase will be responsible for assisting the Investment Manager to maintain the Fund's register of unitholders, for arranging the issue, redemption and valuation of units, for the preparation of unaudited financial statements for the Fund, and for providing certain other administrative services.

The Fund Administrator is a service provider to the Fund and the Trustee and is not responsible for the preparation of this IM.

About the Fund

Fund Overview

The Fund is a wholesale fund, or an unregistered managed investment scheme. In this structure, money invested in the scheme by all investors is pooled and used to fund approved Loan transactions which are managed on behalf of all investors. As the Fund is a pooled fund, the risk of capital loss is spread across the portfolio of mortgaged investments. The Trustee has day to day control over the operation of the Fund.

By investing in the Fund, investors can access opportunities not readily available to private investors, while accessing the specialist knowledge and skills of Archer Wealth.

Transaction and other costs incurred by the Fund in buying and selling Fund Assets are likely to be reduced due to the Investment Manager's expertise in operating in the market, rather than Investors investing on their own behalf.

Investment Objectives

The Fund seeks to invest in first and second mortgages and lending opportunities that will deliver attractive risk-adjusted returns protected by mortgages over real property. The Fund will also invest in high risk distressed, stressed, and defaulted first and second mortgages over real property.

Investment Strategy

The Fund seeks to achieve its investment objectives by constructing a diversified portfolio of mortgages with a variety of Loan types as secured Loans. The Fund seeks to deliver attractive risk-adjusted returns through a mix of LVR's and Borrower types to diversify the portfolio risk and reduce the impact of any single Loan default.

Investment Options

The Archer Wealth Investment Fund will invest in and generate income from first and second mortgage secured Loans to approved Borrowers. The Fund will also provide selected investors with the opportunity to invest into stressed, distressed, or defaulted loans of first and second mortgages over real property via Archer Opportunity units.

Archer Growth Income – First Mortgages

Archer Growth Income offers investors an investment in a portfolio of Loans secured by first mortgages over real property.

Archer Accelerate Income – Second Mortgages & Warehouses

Archer Accelerate Income offers investors an investment in a portfolio of Loans secured by second mortgages and/or covenants over real property, as well as investing in the Warehouse program sponsored by the Investment Manager or a related entity, by holdings notes which provide access to loans secured by first mortgages.

This class will invest in class C notes in the Warehouse program. These notes are third ranking, meaning that the Fund will not receive repayment until after the two more senior notes have been repaid.

Archer Opportunity – Distressed Debt & Warehouses

Archer Opportunity units are intended to invest in a portfolio of distressed and/or defaulting Loans. An investment in Archer Opportunity will provide unitholders with exposure to Loans secured by a first and/or second mortgage or protected by caveats over real property. Units in Archer Opportunity carry a higher risk profile than the other unit classes in the Fund.

Archer Opportunity will invest in distressed or defaulting Loans previously held by the Archer Growth Income and Archer Accelerate Income classes. The Investment Manager may also

invest into other distressed or defaulting Loans.

The Archer Opportunity class may also invest in a Warehouse program sponsored by the Investment Manager or a related entity to obtain exposure to first-mortgage secured loans. This class will invest in class C notes in the Warehouse program. These notes are third ranking, meaning that the Fund will not receive repayment until after the two more senior notes have been repaid.

Asset Allocation

Archer Wealth primarily invests in first and second secured mortgage Loan opportunities over commercial, residential, rural and industrial properties located in major cities and major regional areas in Australia.

The Fund may be invested in cash and cash type investments whilst it is in establishment phase or the Fund is otherwise waiting to invest in mortgages, and will typically be invested in an account with an Approved Deposit Taking Institution for nominal interest to ensure ready access for deployment.

Where a loan is funded via an investment in a Warehouse, the Fund will hold notes representing its investment in the Warehouse.

The Warehouses invested in by the Fund will include those co-funded by the Investment Manager or a related entity.

Process

The Investment Manager is responsible for determining an appropriate range of investment opportunities and ensuring that a proposal meets the established Investment Criteria.

When assessing the suitability of an investment by the Fund, the Investment Manager subjects prospective opportunities to a formal evaluation and due diligence process, taking all relevant considerations into account.

The Fund is structured with a rigorous investment and evaluation process to identify and assess Loans before the Fund makes any investment.

Gearing and Borrowing

The Fund will not use gearing. It is not our intention to borrow money for the Fund other than to meet short-term liquidity requirements and reduce cash exposure to unitholders.

Cash

Cash weightings in the Fund can range from 5 - 10% of the Fund, depending on the Investment Manager's view of the market, which amount may be larger when the Fund is being established or when it has received applications which are waiting to be deployed by the Investment Manager.

For Archer Growth Income and Archer Accelerate Income, Cash will be used to originate new mortgage loans and for the Fund generally, to grow the portfolio of mortgage investments of the Fund. A portion of cash will be kept as a reserve fund to meet the Fund's operational expenses to provide security in case of Loan defaults or other risks.

Derivatives

The Fund will not invest in derivatives.

Investment Criteria

Approval Process

Archer Wealth is experienced in sourcing mortgages, assessing the creditworthiness of applications and approving, structuring and managing Loans.

Archer Wealth will only consider investment in new Loans where the following assessment criteria apply:

- the Loans are supported by a primary security for the Loan, a first and/or second registered mortgage or protected by caveats over real property;
- proposed arrangements to repay the Loan are credible;
- valuation of the Loan is in accordance with the Valuation Policy; and
- the Borrower's background, current situation and credit history must be acceptable.

Lending Philosophy

As part of the new Loan investment process, Archer Wealth will apply the following lending procedures and policies:

- before any Loan is invested in by the Fund, the Borrower (or Guarantor) is required to execute security documents if deemed necessary. These documents regulate the terms and conditions of the Loan and the and the Borrower;
- once Archer Wealth is satisfied that all conditions precedent have been fulfilled, Archer Wealth will arrange for the Loan funds to be transferred to the Borrower;
- where the Loan involves funding a property development, the funds are not advanced at one time. Instead, they are advanced progressively, as required to fund the construction;
- mortgages may involve pre-paid interest where a portion of the Loan principal is retained by Archer Wealth and used to meet the Borrower's interest obligations;
- if the Loan does not involve pre-paid interest, then its terms will require the payment of monthly interest by the Borrower; and
- Archer Wealth will organise the discharge of the Borrower, any Guarantors and security property upon repayment of all monies owing under the Loan.

The Fund is structured with a rigorous investment and evaluation process to identify and assess new Loans before the Fund makes any investment.

Borrower Assessment

Prior to a Loan being advanced to a Borrower, the Investment Manager assesses the Borrower's creditworthiness as part of the Borrower Assessment.

Archer Wealth considers primarily the:

- security property;
- details of the address and type of the property, an estimation of value made by an independent valuer (or estimate of value based on an alternate method);
- the total amount to be lent to the Borrower and the LVR;
- details of the Borrower;
- the Borrower's strategy for repaying the Loan;

- the term of the Loan;
- payment dates for interest in the Loan;
- the interest rate payable by the Borrower; and
- other information which Archer Wealth considers may assist in making an assessment of the risk involved.

Archer Wealth structures each mortgage investment to provide robust protections, including clear covenants with respect to parameters of the Loan facility, detailed default interest clauses in favour of the lender in Loan documentation and step-in rights.

Defaulting Loans

Defaulting loans will be subject to default interest rates. If a Borrower defaults on their Loan, Archer Wealth will act to recover monies owing under the Loan. This may involve:

- taking possession of the security property;
- taking legal proceedings to obtain possession of the security property;
- conducting building and improvement works on the security property; and
- selling the security property.

Archer Wealth may also choose to on-sell the defaulting Loan from classes Archer Growth Income or Archer Accelerate Income to Archer Opportunity, for investors seeking exposure to a higher risk adjusted return.

Valuation Policy

Archer Wealth will in most circumstances obtain an independent valuation on any underlying security which is used for the calculation of the LVR before investing within the Loan. Independent valuations for security property over a Loan are obtained:

- before the issue of a Loan, and on renewal;
- for development property, on both a current and forward looking basis;
- for all other property, on a current basis;
- within two months after Archer Wealth forms a view that there is a likelihood that a decrease in the value of the security property may have caused a material breach of a Loan agreement; and,
- the sale or transfer of Loans between unit classes.

Valuers

We require that any Valuers, Quantity Surveyors, Solicitors and other external service providers are appropriately qualified and have current professional indemnity insurance appropriate for the type of work to be performed by them.

We have a panel of registered independent Valuers that we may select to inspect each security property and provide a detailed report (or valuation reports already provided by Valuers which satisfy our requirements can be accepted).

If a Borrower defaults on their Loan, Archer Wealth may commence proceedings against valuers, quantity surveyors, brokers or any other culpable party as a result of this.

Legal Documentation

The Investment Manager will enlist the services of an external solicitor to ensure all Loans are properly and professionally documented in accordance with standard mortgage lending practices and in accordance with applicable legislation.

Managing Risk

All investments carry risks. Different investment strategies may carry different levels of risk, depending on the Assets acquired under the strategy.

The significant risks below should be considered in light of your risk profile when deciding whether to invest in the Fund. Your risk profile will vary depending on a range of factors, including your age, the investment time frame (how long you wish to invest for), your other investments or Assets and your risk tolerance.

Neither the Trustee or any other person guarantees the liquidity of the Fund's investments, repayment of capital or any rate of return. The value of the Fund's investments and the level of returns will vary. Future returns may differ from past returns. The structure and administration of the Fund is also subject to change.

Key Risks

Some of the things that may cause the Fund's value to move up and down are summarised below. These risks are not exhaustive.

General Investment Risks

Investment return risk

Past performance is no guarantee of future performance. As Archer Wealth is an active manager, there is a risk that the Fund may underperform compared with its investment objectives or with the market.

Market risk

Returns of the Fund will be affected by the performance of the investments chosen for the Fund, which may in turn, be affected by the performance of markets generally. This risk, related to market performance, includes demand and supply in the market and economic and regulatory conditions, including market sentiment, inflation, interest rates, employment, political events, environmental and technological issues, and consumer demands.

Credit risk

The value of debt securities may be impacted by the Borrower's ability to pay interest and principal owed as they become due. If there is a negative perception of the Borrower's ability to meet its payment obligations, the value of the debt security may decrease.

Borrower (counterparty) risk

There is a risk that a Borrower may fail to meet payment obligations or otherwise meet the terms of a Loan or has other financial difficulties. This could be for a number of reasons, including:

- an inability to pay interest as a result of reduced income; or
- an environmental or demographic issue impacting on the ability of an Asset to generate income.

Borrower specific risk

The risk that investments by the Fund in a Loan will be subject to many of the risks to which the Borrower for the Loan itself is exposed, impacting their payment ability. These risks include factors such as changes in management, actions of competitors and regulators, changes in technology and market trends. These factors may cause a Loan to perform adversely and may reduce the unit price of the Fund.

Loan concentration risk

It is possible that monies held by the issuer will be deployed in a small number of Loans creating a 'concentration risk'.

Liquidity risk

The Fund is illiquid and there is no secondary market for the Loans. The Trustee/Fund will only make Distributions to investors if there are sufficient Assets available to satisfy the requests made.

Property market risk

A material decline in the value of properties in relevant market segments will erode the value of the property against which a Loan is secured.

Interest rate risk

This refers to the risk that the market value of the investments of the Fund can change due to changes in interest rates. The market value of properties can fluctuate significantly with relatively small changes in interest rates and/or increase financial pressure on the borrowers/guarantors.

Asset risk

There is a risk that a property may be damaged or destroyed by fire or some other natural disaster during the time the Fund has an interest in the property. While the Fund will require that the Borrower maintains current and valid insurance cover for the property improvements, noting the Trustee/ Fund as having an interest (as deemed appropriate), the occurrence of such an event could result in a loss of capital or income.

Entity risk

The Fund's investment in a listed entity may be affected by unexpected changes in that entity's operations or business environment, including the risk that the entity may become insolvent. If this occurs the Fund may receive a smaller or no return from, or it may lose, its investment in the entity.

Due diligence risk

In all investments there exists a risk that material items that could affect the performance of individual investments are not identified during the investment analysis process.

First loss position risk

An investment position that will suffer the first economic loss if the underlying asset loses value or is defaulted upon.

No deposit guarantee

As the Trustee is neither a bank nor an authorised deposit-taking institution which is authorised under the Banking Act 1959 ("**Banking Act**"), an investment in Loans will not be covered by the Australian Government's bank deposit guarantee and will not be covered by the depositor protection provisions in section 13A of the Banking Act.

Distressed and Default Loan Risk

Investment by Archer Opportunity into distressed or defaulting Loans involves a high degree of credit and market risk. There is no assurance that financially or operationally troubled Borrowers will be successful in improving their ability to pay interest and principal owed. There is a possibility that an investment by Archer Opportunity into distressed or defaulted Loans may incur a substantial or total loss.

Investment in defaulting Loans of Borrowers involved in insolvency or bankruptcy proceedings, reorganisations or financial restructuring involve a very high degree of risk and has a possibility that an investment by Archer Opportunity into these assets may incur a substantial or total loss. In the event of bankruptcy or insolvency of a Borrower, the Fund may be unable to enforce its claims or rights in any security or may have its claims or security interest challenged, disallowed or subordinated to the claims or security interest of other creditors.

Subordination risk (Warehousing)

The Investment Manager is co-funding a Warehouse program where institutional investors invest into first mortgage loans. The Archer Accelerate Income and Archer Opportunities units may participate in these Warehouse programs by investing in notes issued by the Warehouse. These notes rank behind the more senior notes within the Warehouse program. Where one of these classes holds notes, the Fund will not receive repayment until after the senior notes have been repaid. If insufficient funds are received from Borrowers, full payment of interest and principal repayments to the Fund may not be able to be made when they fall due, because payments to higher ranking participants in the Warehouse are made in priority of the Fund's contribution.

Other General Risks

Service provider risk

You could be adversely affected if any of the various parties involved in the operation of the Fund, including us, or service providers fail to perform their obligations. This could impact your returns or the ability to withdraw your funds. We actively monitor and review the performance of all key service providers in performing their agreed contractual arrangements.

Operational Risk

This is the risk of technological or process failure or impacts from the wider financial market in general. This could impact your returns or the ability to withdraw your funds.

Personnel Risk

The Fund relies heavily upon the Investment Manager to execute the investment strategy to deliver the targeted returns. Despite the investment strategy being applied as outlined, there is no certainty that the Investment Manager will produce the intended result.

Regulatory and tax risk

Fund performance may be affected by regulatory changes and changes to tax legislation in Australia which could have an impact on the value of your investment.

Investing in the Fund

Making an application

The minimum initial application is \$50,000. We may waive or increase the minimum application amounts at our discretion. Application money is deposited into a non-interest-bearing account, pending processing.

To invest, please complete and sign the Application Form accompanying this IM.

A properly completed Application Form, together with the relevant certified identification documents, must be mailed to the Fund Administrator at:

Archer Wealth Pty Ltd
PO Box R446
Royal Exchange NSW 1225

Or via email at admin@fundbase.com.au

For Archer Growth Income and Archer Accelerate Income classes, correctly completed Application Forms must be received before 2pm on the last business day of a month to receive the Issue Price applying for that month.

For Archer Opportunity, correctly completed Application Forms must be received before 2pm on the last business day of a quarter to receive the Issue Price applying for that quarter.

Following acceptance of an application by the Trustee, application money will be held in an account pending its investment in the Fund after the next occurring Valuation Date.

Investment Method

Your initial investment amount may be made by Electronic Funds Transfer or Direct Deposit to the application account details provided in the Application Form.

Please note the application cannot be processed until cleared funds are received. Cash cannot be accepted.

Under the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) applications made without providing all the information and supporting identification documentation requested on the Application Form cannot be processed until all the necessary information has been provided. As a result, delays in processing your application may occur.

The Investment Manager reserves the right to refuse any application without giving a reason. If for any reason the Investment Manager or the Fund Administrator refuses or is unable to process your application to invest in the Fund, the Fund Administrator will return your application money to you, less any taxes or bank fees in connection with the application. You are not entitled to any interest on your application money.

Classes of units

Under the Trust Deed, the Trustee may issue additional classes of units to the existing classes.

Valuation of the Fund and application price of units

The first units in a class will be issued at \$1.00. From then on, the Issue Price will change from time to time as the market value of the Asset rises or falls. Each unit is a proportional interest in the Net Asset Value of the class as applies, having regard to the total number of issued units in class.

The value of units will vary and is determined by dividing the Net Asset Value of the class as applies on the Valuation Date by the number of units on issue in of the class and rounded up to two decimal places or other amount as determined by the Trustee.

Any income entitlement or cash held for the Fund and any amount of GST recoverable by the Fund from the ATO are also included in the value of Fund's Assets and used to calculate the value of units. Generally, the Fund's liabilities are valued at cost.

Archer Growth Income and Archer Accelerate Income units will be valued monthly on a Valuation Date being the final business day of each month.

Units in Archer Opportunity will be valued quarterly on a Valuation Date being the final business day of each quarter.

Units will generally be issued following the last business day after the Valuation Date using the value calculated for that Valuation Date, although the Trustee has the discretion to value the units more frequently where it so decides.

Access to funds

Making a redemption

Redemptions are limited to periods of liquidity of the Fund. Investors will be permitted to redeem some or all of their units on a monthly basis for units in Archer Growth Income and Archer Accelerate Income, and on a quarterly basis for Archer Opportunity, provided that in each case, the remaining balance is not less than \$50,000.

As an illiquid investment, investors may redeem units only with the consent of the Trustee.

If total redemptions for the quarter exceed the available liquidity, redemptions may be effected on a pro-rata basis as determined by the Trustee.

Where the Trustee has provided its consent, a unitholder may withdraw their investment by written request mailed to the Fund Administrator at:

Archer Wealth Pty Ltd
PO Box R446
Royal Exchange NSW 1225

Or via email at admin@fundbase.com.au

The Trustee can only comply with a Redemption Request if the requesting party satisfactorily identifies themselves as the unitholder.

Redemption payments will not be made to third parties (including authorised representatives) and will only be paid directly to the unitholder's bank account held in the name of the unitholder at a branch of an Australian domiciled bank.

Redemption Price

The Redemption Price of a unit in a class is the NAV of the class based on the Assets held by class less liabilities relating to these Assets, divided by the number of units on issue in the class, as calculated for the Valuation Date applying to the redemption and rounded down to four decimal places.

Units will generally be redeemed following the tenth business day after the Valuation Date using the value calculated for that Valuation Date, although the Trustee has the discretion to value units more frequently where it so decides.

Email or Online requests

By lodging an email or online Application Form or Redemption Request, the unitholder releases, discharges and agrees to indemnify the Trustee and FundBase from and against any and all losses, liabilities, actions, proceedings, account claims and demands arising from any email or online Application Form or Redemption Request.

The unitholder also agrees that any payment made in accordance with an email or online Redemption Request is a complete satisfaction of the obligations of the Trustee or FundBase, notwithstanding any fact or circumstance, including that the payment was made without the unitholder's knowledge or authority.

The unitholder agrees that if a payment is made in accordance with an email or online Redemption Request, the unitholder and any person claiming through or under them has no claim against the Trustee or FundBase for the payment.

Other Investor Information

Distributions

A Distribution is a unitholder's share of any distributable income earned by a class. A unitholder's share of any distributable income is generally based on the number of units in the class held by the unitholder at the end of a Distribution period and is paid monthly for Archer Growth Income and Archer Accelerate Income classes, and quarterly for Archer Opportunity. Distributions will be dependent on Borrowers making the principal repayments and paying the interest and fees required. Distributions will be paid to the nominated bank accounts of an investor.

Generally, the income entitlements of unitholders are distributed within 15 days after the date they are determined, although a Distribution may take longer.

As a unitholder, you can:

- have your Distribution reinvested; or
- have your Distribution directly credited to your nominated bank account.

If you do not make an election, your Distribution will automatically be reinvested and will be taken to be received prior to the next valuation time after the relevant Distribution period.

Appointment of authorised representative to operate account

Unitholders may elect to appoint an authorised representative to operate their account. The relevant sections on the Application Form need to be completed, including the name and signature of the authorised representative, the signature of the unitholder and the date. Only unitholders can appoint authorised representatives. If you appoint an authorised representative, we suggest that you ensure that:

- they cannot appoint another nominee; and
- the appointment lasts until cancelled by you in writing or by the Trustee.

If the Trustee determines that the circumstances require, the Trustee may cancel an appointment by giving the unitholder 14 days' notice in writing. If an appointment is cancelled, the Trustee will not be obliged to act on the instructions of the authorised representative. If the instructions are varied, the Trustee will act only in accordance with the varied instructions.

By completing and lodging the relevant sections on authorised representatives on the Application Form you release, discharge and agree to indemnify the Trustee from and against any and all losses, liabilities, actions, proceedings, account claims and demands arising from the Trustee acting on the instructions of your authorised representative.

You also agree that any instructions of your authorised representative to the Trustee, which are followed by the Trustee, shall be a complete satisfaction of the obligations of the Trustee, notwithstanding any fact or circumstance, including that the instructions were made without your knowledge or authority.

You agree that if the authorised representative's instructions are followed by the Trustee, you and any person claiming through or under you have no claim against the Trustee for the instructions.

Powers of an authorised representative

An authorised representative can, among other things:

- apply for additional units;
- request that Distribution instructions be altered;
- change bank account details,
- withdraw all or part of your investment; and
- enquire as to the status of your investment and obtain copies of statements.

Redemption payments will not be made to third parties.

If a company is appointed as an authorised representative, the powers will extend to any director and authorised officer of the company. If a partnership, the powers will extend to all partners.

Reports provided to unitholders

Regular reports are provided to unitholders. These are:

- A quarterly report will be sent to investors.
- Transaction Reports confirming all investments and redemptions (issued following transactions and on request).
- Distribution Statements – issued in line with Distribution frequency, notifying you of the value of your investment, income from investments and confirming the reinvestment or payment to your nominated account.
- Tax Statements issued annually, providing unitholders with taxation information, including a detailed summary of the components of any Distributions.

You can contact the Investment Manager for updated information on performance, unit prices, Fund size and other general information about the Fund on:

Phone: 0430 276 874

or by emailing: gee@archer-wealth.com

Enquiries and Complaints

The Trustee seeks to resolve complaints over the management of the Fund to the satisfaction of unitholders. If a unitholder wishes to lodge a formal complaint, please contact us on:

Phone: 0430 276 874

or by emailing: gee@archer-wealth.com

The Trustee will acknowledge a complaint immediately or in any event as soon as reasonably practicable after receiving it. The Trustee investigate, properly consider and decide what action (if any) to take, and to communicate its decision to the complainant within 45 days.

Fees and Costs

Management Fee

The management fee is inclusive of investment management and Trustee fees. The management costs applicable are currently 2.00% p.a. of the NAV, excluding GST.

The management fee is calculated and accrued on a monthly or quarterly basis according to the class of units. For Archer Growth Income and Archer Accelerate Income classes, the management fee is calculated and accrued monthly in arrears on the last business day of the month based on the GAV and is reflected in the unit price.

For Archer Opportunity, the management fee is calculated and accrued quarterly in arrears on the last business day of the quarter based on the NAV and is reflected in the unit price.

The management fee does not include expenses or transaction costs.

Performance Fee

For Archer Opportunity only, a performance fee of 75% of the Default Interest in excess of 15% applies, with Archer Opportunity investors retaining the remaining 25%. The performance fee is calculated and accrues quarterly on the last Business Day of the quarter. The performance fee is paid on a quarterly basis in arrears.

Example

A performance fee is payable for a Loan held by Archer Opportunity is subject to a 23% per annum default interest rate. The amount in excess of 15% is 8%. The Investment Manager is entitled to an additional 6% p.a. performance fee, with investors retaining the remaining 2% of the 8% p.a.

Other Fees

Please refer to specific fees payable for the operation of the Fund on page 13. The Investment Manager may also be entitled to fees from the Warehouse program co-funded by it. The Investment Manager will be entitled to a fee of 0.55 – 5.5% of the value of the assets held by the warehouse, plus the payment of an additional default fee which may be up to 10% of the value of the defaulting loan.

Expenses

We have the right to recover all expenses properly incurred in managing the Fund. Expenses of the Fund include custody fees, administration fees, audit fees and other expenses for the establishment and operation of the Fund and may be reimbursed from the relevant class.

We may also recover abnormal expenses (such as the costs of unitholder's meetings, legal proceedings and other irregular expenses).

Referral and broker fees

The Investment Manager may pay a person who introduces a Borrower to the Fund, such as a finance broker or pay an ongoing referral fee. This fee is not a cost of the Fund and is paid by the Investment Manager from its own fee.

GST and Taxes

All government taxes such as stamp duty and GST will be deducted from the Fund as appropriate. Relevant tax information is provided in the 'Taxation' section.

Can the fees change?

All fees can change without unitholder consent, subject to the maximum fee amounts specified in the Trust Deed of the Fund. Reasons might include changing economic conditions and changes in regulation.

The trust deed provides a maximum 2.0% management fee for the duration of this IM.

We will generally provide unitholders with at least 30 days' notice of any proposed increase in the Trustee fee.

Other Fees relating to Default and Recovery

The Investment Manager will seek to recover the costs of any Loan default from the sale proceeds on sale of a mortgagee sale. Third party recovery agents including solicitors and valuers may also be paid for their services directly from the sale proceeds or recovered costs. Alternatively, the Investment Manager may bear these costs.

In the event of a default, the proceeds of any recovery will be applied in the following order of priority:

1. costs of recovery to the Fund (including any costs incurred by the Trustee or Investment Manager) in pursuing or carrying out the recovery action;
2. recovery agent fees and costs;
3. restoring unitholder capital; and
4. paying income to unitholders and management fees to the Trustee.

Differential fees

The Investment Manager may from time to time negotiate a different fee arrangement (by way of a rebate or waiver of fees) with certain investors.

Specific fees relating to the operation of the Fund

The Investment Manager will charge Borrowers fees to ensure the operation of the Fund. These fees are payable to the Investment Manager unless specified otherwise, including:

Description of Fee	Amount	Date for Payment of Fee
Loan Establishment Fee – a fee to be paid by the Debtor to the Investment Manager as an establishment fee for the mortgage.	Between 1.10% and 10.00% for medium-large sized loans. For small sized Loans, a flat fee of \$10,000 applies.	To be paid at settlement.
Monthly Borrowing Rate – a fee to be paid by the Debtor to the Investment Manager for the monthly management of the Loan.	0.10% charged monthly on each Loan.	To be paid at settlement.
Due Diligence and Processing Fee – a fee to be paid by the Debtor to the Investment Manager for research into the Loan.	\$2,500.00	At or prior to the entry into the mortgage or the advance by the Investment Manager of the Principal Amount.
Default Rate – the Investment Manager has absolute discretion to charge the Debtor a fee for the loan entering into default for whatever reason.	20% per annum or more as determined by the Investment Manager	Upon the Debtor entering into default on the Loan. The unitholder is entitled to 15% per annum of the Default Rate, with the Investment Manager entitled to the remainder of the Default Rate, subject to the performance fee for Archer Opportunity, see page 12.
Legal Fee – a fee to be paid by the Debtor to the Investment Manager's lawyers for preparing the mortgage and reimbursement of disbursement incurred by the Investment Managers lawyers solely for preparing and registering the mortgage.	\$4,400.00 or a higher amount charged to be paid to the lawyers for documentation.	A portion is paid upfront and at settlement.
Brokerage Fee – a fee to be paid by the Debtor to the introducer of the Debtors Loan to the Lender.	Between 1.10% and 6.60% depending on the size of the Loan to be paid to the broker that refers the opportunity.	At or prior to the entry into this mortgage or the advance by the Investment Manager of the principal amount.
Disbursement Fees	\$880.00	To be paid at settlement.
Rollover Fee – a fee to be paid by the Debtor to the Investment Manager as a result of expiry of the final repayment date without full repayment of the Loan.	Equal to the Loan Establishment Fee	Immediately upon demand by the Investment Manager.
Extension Fee – a fee may be charged by the Investment Manager to the Debtor where the Debtor requests, in writing, that the Investment Manager extend the term.	Unascertainable.	Immediately upon demand by the Investment Manager.
Default Correspondence Fee – a fee for each item of correspondence sent by the Investment Manager to the Debtor or to any other person or sent by the Debtor to the Investment Manager or to any other person as a result of, without limitation, an event of default or recovery action.	\$220.00	Immediately upon demand by the Investment Manager.
Default Management Fee – a fee calculated on a daily basis once an event of default occurs or is deemed to have occurred if the Investment Manager takes any step-in connection with a recovery action.	\$75	Immediately upon demand by the Investment Manager.
Urgent Settlement Fee – a fee to be paid by the Borrower to the Investment Manager when the Debtor provides less than 5 business days' notice to the Investment Manager requiring the Investment Manager to attend a settlement in connection with the mortgaged property or to provide a discharge of the mortgage for the benefit of the Debtor.	\$480.00	Immediately upon demand by the Investment Manager.
Loan Security Release Fee – a fee paid by the Borrower to the Investment Manager for arranging discharge of the mortgage for the benefit of the Debtor.	\$880.00	Immediately upon demand by the Investment Manager.
Legal Attendance Fee – a fee to be paid by the Debtor to the Investment Manager's lawyer for special legal attendances including but not exclusive to reviewing deeds of priority, consenting to leases, consenting to subdivision plans any other dealings when an event of default has not occurred.	\$330.00 per attendance exclusive of disbursements incurred.	Immediately upon demand by the Investment Manager.
Legal Discharge Fee – a fee payable by the Debtor to the Investment Manager's lawyers for each discharge settlement.	A one-off fee of \$880 plus \$110.00 for each rescheduled settlement.	Immediately upon demand by the Investment Manager.

Taxation

General

The taxation information in this IM is of a general nature and is current as at its date. This information provides a general overview of the tax implications for Australian tax resident Investors that hold their Units in the class on capital account. The application of these laws depends on the individual circumstances of the Investor. The following comments should not be regarded as tax advice, and it is recommended that Investors should obtain independent professional tax advice about their specific circumstances.

Taxation of the Fund

The Fund is an Australian resident trust estate for Australian tax purposes (**Fund**). Under the Trust Deed, where Investors are entitled to all of the distributable income of the Fund for a Financial Year, the Fund itself should not be liable for income tax. The taxation liability for the taxable income of the Fund will rest with the Investors. However, if for any reason there is taxable income to which no Investor is presently entitled, the Fund will be taxed at the highest marginal tax rate for that income.

If the Fund makes a loss for Australian tax purposes, the Fund cannot distribute the loss to Investors. However, subject to the Fund meeting certain conditions, the Fund may be able to take into account the losses (including to the extent the Fund has carried forward capital losses) to offset against income or capital gains (as appropriate) in subsequent years.

Distributions

Where an Investor is presently entitled to a share of the Fund's distributable income for a Financial Year, the Investor will be liable to tax on their proportional share of the taxable income of the Fund. Investors will be assessed on their proportionate share of the Fund's taxable income in the Financial Year for which their entitlement to the distributable income arises, even though it may not have been received in that Financial Year.

Distributions of taxable income from the Fund may comprise different components including interest, dividends, net capital gains, other income, franking credits, foreign income, foreign income tax offsets and other non-assessable amounts.

For Investors who hold their units on capital account, the non-assessable amounts should not form part of their assessable income in the year that the Distribution is paid. Instead, the cost base of the Units held will be reduced by the non-assessable amounts received. This may affect the CGT position of an Investors investment. Where the cost base of the Units is zero, or where the non-assessable amounts received exceed the cost base of the Units, the excess non-assessable amounts should be treated as a capital gain of the Investor. Investors should maintain records of adjustments to the cost base of their units.

Capital Gains Tax

If eligible, the Trustee may make the managed investment trust capital account election to treat certain assets, including shares, held by the Fund as Capital Gains Tax ('**CGT**') assets. Where the Fund does not satisfy the requirements to make the capital account election, the taxation of gains and losses on disposal of assets will be based on general principles for tax purposes.

Investors must include any realised capital gain or loss on disposal of their Units (together with any capital gain distributed by the Fund) in calculating their net capital gain or loss for a Financial Year.

Any net capital gain will be included in an Investor's assessable income. A net capital loss may be carried forward to be offset against capital gains of the Investor in subsequent years but may not be offset against ordinary income.

In calculating the taxable amount of a capital gain, a discount of one-half for individuals and trusts or one-third for superannuation entities may be allowed where the Units have been held for 12 Months or more.

Attribution Managed Investment Trust Status

If the Fund qualifies as an attribution managed investment trust (**AMIT**), the Trustee may determine that it will make an irrevocable election to apply the AMIT tax legislation. The AMIT legislation applies an attribution model whereby the Trustee attributes amounts of trust components of a particular character to Investors on a fair and reasonable basis consistent with the operation of the AMIT's Trust Deed.

Goods and Services Tax

The Goods and Services Tax (**GST**) is not applied to the application for or redemption of Units. However, GST generally applies to Fund's Management Fees and expense costs.

Fees are disclosed in this IM exclusive of the net effect of GST, unless otherwise specified.

Tax File Numbers & Australian Business Numbers

An Investor is not required to quote their Tax File Number (**TFN**) or Australian Business Number (**ABN**). However, if the Investor is an Australian resident for taxation purposes and a TFN or ABN is not provided, or an exemption is not claimed, Newstead is required to withhold tax at the highest marginal rate, plus the Medicare levy, from Distributions.

Other Important Information

Cooling off period

No cooling off period applies to units offered under this IM (including any fees) as you must be a Wholesale Client to invest in the Fund.

Unitholder's liability

The Trust Deed for the Fund provides that unless there is a separate agreement with a unitholder, no unitholder can be called on to contribute to the Assets of the Fund or to its creditors if the Fund is liquidated or becomes insolvent. As a result, it is expected that unitholders will not be under any obligation if a deficiency in the Assets of the Fund were to occur. However, this has not been fully tested in court and so it is not possible to give an absolute assurance.

Whilst the value of units in any class is calculated according to the Assets and liabilities of that class, a class is not a separate trust. This means that the Assets and liabilities of one class are not segregated from other classes and form part of the Fund as a whole for purposes other than unit valuation and calculation of Distribution entitlements.

Termination of the Fund

After the initial 10 years of the Fund, the Trustee will in its sole discretion consider whether to terminate the Fund or extend the life of the Fund.

Otherwise, the Trustee may resolve at any time to terminate and wind up the Fund in accordance with the Trust Deed. The Fund may otherwise terminate if required by law.

If this occurs, notice will be provided to unitholders advising of the Fund's termination. Upon termination and after conversion of Fund Assets into cash and payment of, or provision for, all costs and liabilities (actual and anticipated), the net proceeds will be distributed pro-rata amongst all unitholders according to the number of units they hold.

Our legal relationship with you

You will receive units in the Fund when you invest. Subject to the rights, obligations and liabilities of any unit class, each unit represents an equal proportionate beneficial interest in the Assets of the Fund as a whole subject to liabilities but does not give you an interest in any particular Assets or property of the Fund.

The Trustee's responsibilities and obligations as trustee of the Fund, are governed by the Trust Deed as well as by general trust law. The Trust Deed contains a number of provisions relating to the rights, terms, conditions and obligations imposed on both the Trustee and unitholders.

Some of the provisions of the Trust Deed are discussed elsewhere in this IM. Other provisions relate to a unitholder's rights under the Trust Deed, and include:

- a unitholder's right to share in any Fund income, and how we calculate it;
- what you are entitled to receive when you withdraw or if the Fund is wound up;
- a unitholder's right to redeem from the Fund;
- the nature of the units – identical rights attach to all units within a class; and
- a unitholder's rights to attend and vote at meetings.

There are also provisions governing our powers and duties, including:

- how we calculate unit prices, the maximum amount of fees we can charge and expenses we can recover;
- when we can amend the Trust Deed;
- when we can retire as the Trustee of the Fund; and
- our broad powers to invest, borrow money and generally manage the Fund.

Our responsibilities and obligations as the Trustee generally require that we:

- act in the best interests of unitholders and, if there is a conflict between unitholders' interests and our own, give priority to unitholders;
- ensure property of the Fund is clearly identified, held separately from other funds and our Assets, and is valued regularly; and
- ensure payments from the Fund's property are made in accordance with the Trust Deed.
- act in the best interests of unitholders.

Copies of the Trust Deed are available, free of charge, on request from the Trustee.

Other Important Information (*continued*)

Indemnity

Archer Wealth Investments, as the Trustee of the Fund, is indemnified out of the Fund against all liabilities incurred by it in properly performing or exercising any of its powers or duties for the Fund. The Trust Deed also deals with our liabilities for the Fund.

For example:

- we are not liable for acting in reliance and good faith on professional advice;
- we are not liable for any loss unless we fail to act in good faith or we act negligently; and
- we can be reimbursed for any liabilities we incur in connection with the proper performance of our powers and duties for the Fund.

To the extent permitted by the law, this indemnity includes any liability incurred due to any act or omission of a delegate or agent appointed by the Trustee. The Trustee may retain and pay out of the Fund all sums necessary to effect this indemnity.

Related party transactions

The Trustee and its associates (as that term is defined in the Corporations Act) are entitled to enter into, or be interested on their own account, in any transactions entered into for the Fund or with any company, body in which the Fund is invested or who provides services to the Fund or has an interest in an Asset. This includes investment in the Warehouse program that is co-funded by the Investment Manager or a related entity. Any such transaction will be on arms-length commercial terms. The Trustee and its associates are also permitted to hold units in the Fund in any capacity.

The Trustee will identify conflicts between its duties to investors as trustee of the Fund and its own interests. The Trustee will manage any conflicts in accordance with its conflicts of interest policy, the Trust Deed and the law.

Privacy Statement

The *Privacy Act 1988* (Cth) (**Privacy Act**) and the Australian Privacy Principles regulate the way organisations collect, use, disclose, keep, secure and give people access to their personal information. We may collect personal information about you and individuals associated with you to provide products and services to you, and to ensure compliance with legal and regulatory obligations (including under the Corporations Act, the AML/CTF Act and tax related legislation).

You must ensure all personal information which you provide to us is true and correct in every detail, and should those personal details change, it is your responsibility to ensure that you promptly advise us of the changes in writing. If you do not provide the information requested, we may not be able to process your application, administer, pay or transfer your investments. We may also obtain or confirm information about you from publicly available sources to meet regulatory obligations.

We may disclose your information to other members of our corporate group or to third parties, where it is necessary, to provide you with the products or services. Those third parties may be situated in Australia or offshore, and we take reasonable steps to ensure that all third parties with whom we have a contractual relationship or other influence comply with the Australian Privacy Principles.

The third parties that we may disclose your information to include, but are not limited to:

- stockbrokers, financial advisers or adviser dealer groups, their service providers and/or any joint holder of an investment;
- those providing services for administering or managing the Fund, including auditors, or those that provide mailing or printing services;
- those where you have consented to the disclosure and as required by law; and
- regulatory bodies such as ASIC, ATO, APRA or AUSTRAC.

Details of our Privacy Policy applying to the collection of data by us is available by emailing us at: gee@archer-wealth.com.

Information from Investors

Automatic Exchange of Financial Account Information

The Australian Government has enacted laws and entered into international agreements. These laws implement automatic exchange of information (**AEOI**) with:

- the United States (**US**) under a system known as the Foreign Account Tax Compliance Act (**FATCA**). This is for US citizens and tax residents only.
- other countries under the Common Reporting Standard (**CRS**). The CRS applies to all foreign tax residents.

The CRS is the single global standard for the collection, reporting and exchange of financial account information on foreign tax residents. Under it, banks and other financial institutions will collect and report financial account information on non-residents to the local tax authority.

For the Fund, that is the ATO. The ATO will exchange this information with the participating foreign tax authorities of those non-residents. In parallel, the ATO will receive financial account information on Australian residents from other countries' tax authorities.

Each Investor must certify their residence for tax purposes. You may be required to complete additional documentation. If you are a foreign tax resident, you will need to provide your taxpayer identification number or an equivalent. This is the number used to identify you to the tax authority in the foreign country. If you don't have one, you will be asked to provide a reason.

FATCA is a US regulatory requirement that aims to deter tax evasion by US taxpayers. The Australian Government has entered into an Inter-Governmental Agreement (IGA) with the US Government for the exchange of US tax payer information. Under the IGA, financial institutions (including managed investment schemes) must report US tax payer information via the Australian Tax Office to the US IRS.

To meet these obligations, each Investor must complete and sign the FATCA Self-certification Declaration form included in the Application Form.

The Manager is unable to provide you with any tax or professional advice in respect of CRS, FATCA or the IGA and you are encouraged to seek the advice of a tax or professional advisor in relation to completing the form.

AML/CTF

The Trustee is required to comply with the **AML/CTF Law**. This means that the Trustee will require potential Investors to provide personal information and documentation in relation to their identity when they invest in the Fund. The Trustee may, through the Administrator, need to obtain additional information and documentation from Investors to process applications or subsequent transactions or at other times during the period of the investment.

The Trustee or Administrator (as applicable) may need to identify:

1. an Investor prior to purchasing Units in the Fund. The Trustee will not issue Units until all relevant information has been received and an Investor's identity has been satisfactorily verified; and
2. anyone acting on behalf of an Investor, including a power of attorney.

In some circumstances, the Trustee or Administrator (as applicable) may need to re-verify this information.

Under the AML/CTF Law applications made without providing all the information and supporting identification documentation requested on the Application Form cannot be processed until all the necessary information has been provided. As a result, delays in processing your application may occur.

By applying to invest in the Fund, Investors also acknowledge that the Trustee may decide to delay or refuse any request or transaction, including by suspending the issue or withdrawal of Units in the Fund, if it is concerned that the request or transaction may breach any obligation of, or cause the Trustee to commit or participate in an offence under, any AML/CTF Law, and the Trustee will incur no liability to Investors if it does so.

Dictionary

Application Form – The application form for units in the Fund accompanying this IM.

APRA – Australian Prudential Regulatory Authority.

Archer Growth Income units - class A units of the Fund.

Archer Accelerate Income units - class B units of the Fund.

Archer Opportunity units - class C units of the Fund.

ASIC – Australian Securities and Investments Commission.

Asset – an Asset of the Fund or a class as applies.

ATO – the Australian Tax Office.

AUSTRAC – Australian Transaction Reports and Analysis Centre.

Borrower – The Borrower under a Loan.

Borrower Assessment - The process applied by the Trustee when assessing a potential Borrower as described on page 6.

business day – A day other than a Saturday or Sunday on which banks are open for general banking business in Sydney.

Corporations Act – The *Corporations Act 2001* (Cth) and *Corporations Regulations 2001* (Cth), as amended from time to time.

Debtor – A person or entity that owes money to another person or entity.

Default Interest – The total default interest received for a Loan.

Distribution – The amount that is paid to unitholders after the end of a distribution period. This generally includes any income and realised capital gains. The distribution period is monthly for units in Archer Growth Income and Archer Accelerate Income, and quarterly for Archer Opportunity.

class or **class of units** – refers to a class of units in the Fund.

Fund – Archer Wealth Investment Fund.

Fund Administrator or **FundBase** – FundBase Pty Limited (ACN 657 064 107).

Gross Asset Value or **GAV** – The total value of assets of a class.

GST – Goods and Services Tax as defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Investment Criteria – The investment criteria used by the Investment Manager when selecting investments for the Fund, as described on page 5 of this IM.

Investment Manager – Archer Wealth Pty Ltd (ACN 668 350 669) as a corporate authorised representative (CAR No. 1291674) of Archer Wealth Capital Pty Ltd (ACN 664 541 057, AFSL 548263)

Issue Price - The issue price of unit, which is calculated as the NAV of the Fund divided by the number of units on issue in the Fund (or of a class, where there is more than one class) on the Valuation Date.

Loan – A Loan advanced by the Fund to a Borrower. For Archer Opportunity, this may include a Loan acquired from Archer Growth Income or Archer Accelerate Income classes.

LVR – Loan to value ratio.

month – A calendar month.

Net Asset Value or **NAV** – The value of assets of a class less the value of the liabilities of the class.

portfolio - All assets held by the Fund, including debt and cash.

Redemption Price - The redemption price of the Fund, which is calculated as the NAV of the Fund divided by the number of units on issue in the Fund (or of a class, where there is more than one class) on the Valuation Date.

Redemption Request - A written request by a unitholder for redemption of some or all of their units.

service provider – A service provider appointed by the Trustee including the valuers, quantity surveyors, solicitors and other external service providers.

Trust Deed - The trust deed of the Fund which sets out the rights, responsibilities and beneficial interest of both unitholders and the Trustee for the Fund.

Trustee – Archer Wealth Investments Pty Ltd (ACN 668 350 669) as a corporate authorised representative (CAR No. 1304974) of Archer Wealth Capital Pty Ltd (ACN 664 541 057, AFSL 548263).

unit - A beneficial interest in the Fund or class as applies.

unitholder or **investor** - A holder of units in the Fund or a class as applies.

Valuation Date - The date on which the Trustee determines the NAV or GAV.

Warehouse or Warehouse program - A special purpose investment vehicle (**SPVs**) with the following features:

- lender(s) (**originators**) provides loans to the SPV which meet agreed criteria.
- investors in the SPV are noteholders, and their investment funds the loans
- the originators are separated by the SPV from the noteholders
- the SPV is the legal owner of the loans, so that if the originator goes out of business, the loans still belong to the Warehouse and a back-up servicer takes over the loans.
- investors receive notes secured against a pool of first-mortgages
- notes are ranked in terms of seniority

Wholesale Client - Wholesale Clients as defined under s761G of the Corporations Act or any other person who is not required to be given a regulated disclosure document under the Corporations Act.