

**Information Memorandum**

relating to the

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Date:

Responsible Entity:

Fund Manager: [ ] Pty Ltd (A.C.N.

Fund Administrator: [ ] Pty Ltd (A.C.N.

Example only

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## Important Information

This Information Memorandum ("IM") was issued on \_\_\_\_\_

This IM is for the [ \_\_\_\_\_ ] Fund (AFSL and issued by \_\_\_\_\_ (A.C.N. \_\_\_\_\_) entity of the Fund (referred to throughout this IM as the "

[ \_\_\_\_\_ ] Pty Ltd (A.C.N. \_\_\_\_\_) has been appointed referred to throughout this IM as the "**Fund Manager**".

This IM is prepared for your general information only. It is not intended to be used by the Responsible Entity, any associate, employee, agent or other person to invest in the Fund. This IM does not take into account your financial situation or personal needs of any particular investment.

**You should not base your decision to invest in the Fund on this IM. You should consider the Fund's suitability in view of your objectives and individual needs and you may want to seek professional advice before making an investment decision.**

The Fund is made up of \_\_\_\_\_ Units, which are offered on the terms and conditions described in this IM and the underlying Constitution of the Fund. You should read this IM and the Constitution of the Fund documents if you become a Member of the Fund. The Constitution is available upon request.

We reserve the right to refuse any application without providing a reason. A minimum investment amount for certain wholesale investments will be credited to the Fund.

## Disclaimer

The offer made in this IM is available only to persons who are eligible under the meaning of sections 761G or 761GA of the *Corporations Act 2001* (such wholesale clients receiving this IM in Australia (excluding non-qualified investors or from outside Australia will generally not be eligible).

Investment in the Fund involves special risks. The purchase of Units is only for sophisticated investors who can bear the economic risk of investment and who can afford a total loss of their investment (see "**Risk Factors**").

**The Responsible Entity, the Fund Manager and its officers do not guarantee the success, repayment of principal or capital or investment performance of the Fund.**

A copy of this IM has not been lodged with the ASIC and the Responsible Entity takes no responsibility for this IM. If you received this IM, please contact us free upon request. Please call us on \_\_\_\_\_

Certain information in this IM is subject to change. We do not intend to have a materially adverse impact on you or other significant investors. Certain updated information may be obtained:

- by calling the Fund Manager on \_\_\_\_\_
- from the website at \_\_\_\_\_

**The information in this Information Memorandum will change over time. The information about the Fund can change or vary over time. You should check that this Information Memorandum is up to date.**

Unless otherwise stated, all fees quoted in the IM are inclusive of GST and for Reduced Input Tax Credits ("RITC"). All amounts are in Australian dollars. Terms used in this IM are defined in the "Definitions" section.

Example only

## Directory for the Fund

<b>The Fund</b>	[
<b>Responsible Entity</b>	
<b>Fund Manager</b>	[
<b>Fund Administrator</b>	[
<b>Legal Advisor</b>	
<b>Tax Advisor</b>	
<b>Auditor</b>	

Example only

## At a Glance

<b>Name of Fund</b>	[
<b>ARSN</b>	
<b>APIR</b>	
<b>Responsible Entity</b>	
<b>Fund Manager<sup>1</sup></b>	
<b>Eligible Investors</b>	The Fund is o sections 761G  <b>Please consu whether you</b>
<b>Units</b>	Investors will
<b>Investment Objective</b>	The investme strong absolu with a particu  <b>Returns are</b>
<b>Investment Strategy</b>	The Fund in strategies to the following: <ul style="list-style-type: none"> <li>• statis</li> <li>• risk a</li> <li>• oppo</li> </ul> <p>A high inves trading inve investment st exploit an arr the Fund Man selection, por</p> <p>For more in <b>Investment</b> sections on _</p>
<b>Minimum Initial Investment<sup>2</sup></b>	
<b>Minimum Additional Investment<sup>2</sup></b>	
<b>Minimum Redemption Amount</b>	
<b>Minimum Balance<sup>2</sup></b>	
<b>Redemption Settlement</b>	Usually withi Day (or later received)
<b>Income Distribution</b>	
<b>Valuation</b>	
<b>Fees<sup>3</sup>:</b>	
<b>(a) Total Management Costs</b>	
<b>(b) Performance Fee</b>	
<b>(c) Purchase Fee</b>	
<b>(d) Redemption Fee</b>	
<b>Recommended Investment Timeframe</b>	
<b>Risk</b>	

1. The Responsible Entity may change the Fund Manager or investors. However, if we consider that a change in the event, we will give investors at least 30 days notice before.
2. The Responsible Entity may in its discretion accept lower minimum balances at anytime without prior notice to investors.
3. All fees are expressed inclusive of any GST which may apply.

Example only

## Definitions

**Administrator** \_\_\_\_\_ Limited

**Application Form** The application form attached to this IM. The Responsible Entity may from time to time determine.

**Application Price** Units will be offered on each Dealing Day at the following formula as at the Valuation Point immediately preceding the Dealing Day or such other time as the Responsible Entity determines:

(Note, a Purchase Fee is charged once the Application Price is determined.)

**AML/CTF Act** *Anti-Money Laundering and Counter-Terror Financing Act 2006* from time to time

**ASIC** The Australian Securities and Investments Commission

**Assets** All the property, rights and income of the Fund, in respect of which Units have not yet been issued, proceeds of the sale of such property or any amount in the distribution account

**Business Day** A day(s) on which banks in Melbourne are open for business other than Saturdays and Sundays unless otherwise determined

**Constitution** The constitution of the Fund dated \_\_\_\_\_

**Corporations Act** [The](#) *Australian Corporations Act 2001* (Cth)

**Custodian**

**Dealing Day** means the first Business Day of each calendar month unless the Responsible Entity may determine from time to time

**Dealing Cut-off** For subscriptions, is 5.00 pm (Australian Eastern Standard Time) on the Business Day prior to the Dealing Day, provided that the Responsible Entity may determine from time to time for subscription requests or monies

**Eligible Investor** Any natural person, firm or company who is an eligible investor for the purposes of the meaning of sections 761G or 761GA of the *Corporations Act*

**Fund** [ \_\_\_\_\_ ] Fund

**Fund Manager** [ \_\_\_\_\_ ] Pty Ltd (A.C.N. \_\_\_\_\_)

**High Watermark** means that amount determined as at the end of the Performance Period (a) the highest Net Asset Value per Unit (after any expenses) occurring Performance Period where a Performance Period occurs, or (b) the initial Application Price paid per the Unit in question

**Investment Management Agreement** means the agreement between the Responsible Entity dated on or about \_\_\_\_\_

**Information Memorandum** or **IM** This offering document from time to time

**Member** The person registered as the holder of a Unit (including a Unit in issue)

**Minimum Additional Investment** The minimum additional amount to be invested per investor for Units, or such other amount as the Responsible Entity determines from time to time

**Minimum Balance** The minimum balance amount for the Units, or such other amount as the Responsible Entity determines from time to time

Example only

**Minimum Initial Investment** The minimum initial subscription per Member for Units, or such other amount as the Responsible Entity determines.

**Net Asset Value** The amount determined as the net assets of the Fund divided by the number of Units outstanding in the Fund as at the Valuation Point on each Valuation Day.

**Net Asset Value per Unit** The amount determined as the Net Asset Value divided by the number of Units outstanding in the Fund.

**Performance Period** has the following meaning:

- (a) For the first Performance Period, the period commences to the first to occur of the last Business Day of the month of commencement date;
- (b) For the last Performance Period, the period from the commencement of the first complete Performance Period to the date of termination of the Fund; and
- (c) Otherwise the 6-month period ending on the last Business Day of the year.

**Purchase Fee** \_\_\_\_\_ of the Application Price of the Units, which covers the Fund costs associated with a Member's purchase of Units.

**Redemption Cut off** Holders of Units may redeem their Units at the Redemption Price by giving notice to the Fund by 5:00pm on the Business Day that is at least 30 days prior to the proposed Dealing Day, provided that the Responsible Entity in its discretion accept a late redemption.

**Redemption Fee** \_\_\_\_\_% of the gross redemption proceeds, which is used to defray Fund costs associated with a Member's redemption of Units from the Fund.

**Redemption Price** Units will be redeemed on each Dealing Day with the following formula as at the Valuation Point immediately prior to or such other time as the Responsible Entity determines:

(Note, a Redemption Fee is charged once the Redemption Price is determined.)

**Responsible Entity** \_\_\_\_\_, or such other entity as determined by ASIC as the single responsible entity for the Fund under the Corporations Act 2001.

**Transaction Costs** When calculating the Application Price of the total cost of acquiring the Assets of the Fund (including stamp duty or other costs). When calculating the Redemption Price, the Responsible Entity's estimate of the total cost of selling the Assets of the Fund (including stamp duty or other costs). For so long as the Responsible Entity deems Transaction Costs to be zero.

**Unit** means Class A units of the Fund, and in the future, units of the Fund, at the discretion of the Responsible Entity. Subject to any rights conferred on the holder of a particular Unit, each unit confers on the holder an undivided interest in the Fund as provided in this Constitution.

**Valuation Day** means the last Business Day in each month, or such other time as determined by the Responsible Entity.

**Valuation Point** means the close of business in the last Business Day and/or such other time as the Responsible Entity may determine. All references to the lawful currency of Australia (unless stated otherwise).

Example only

## 1. Investment Objective

The investment objective of the Fund is to generate strong

The Fund intends to achieve its investment objective by investing in a primary focus on Australian and Asian equities and associated

There can be no assurance that the Fund will achieve its investment objective. It involves a substantial degree of risk. Members may lose their investment. See "Risk Factors" on page 10.

## 2. Investment Strategy

The Fund has the flexibility to invest, both long and short, in a variety of securities, including the following:

- Shares
- Preference shares
- Options
- Derivatives

The Fund intends to use a variety of investment strategies, including:

- Statistical arbitrage
- Risk arbitrage
- Opportunistic

### (a) Statistical Arbitrage

This strategy involves investments in mean reverting securities. Returns are usually highly correlated, but that occasional opportunities are realised through simultaneous long and short positions in the relationship being exploited.

### (b) Risk Arbitrage

This strategy involves investments, both long and short, in securities related to buy-outs, mergers and de-mergers, hostile takeovers, restructurings.

### (c) Opportunistic

This strategy involves opportunistic investments in equities. It involves price changes caused by earnings upgrades and downgrades, earnings per share or anticipated earnings disappointments, external circumstances such as a change in management and so on.

The Fund targets a maximum overall leverage ratio of 2:1. At any given time the ratio will not be more than that due to market movements. However, the Fund Manager will take steps to adjust the portfolio back within the maximum overall leverage ratio.

The underlying assets of the Fund may be denominated in various currencies. All currencies will be translated to Australian dollars for all reporting purposes.

The Fund Manager may eliminate strategies or add new strategies in response to changing market conditions or other factors.

## 3. Investment Process

A high investment portfolio turnover and aggressive trading strategy is intended for the Fund. In doing so, the Fund

inefficiency, underpinned by the Fund Manager's pro-qualitative investment processes for stock selection, portfolio

## 4. Securities and Investments

The Fund's universe of opportunities covers global markets and Asia, including \_\_\_\_\_ Other Asian and when the Fund Manager deems them to have sufficient Members.

## 5. Risk Factors

**Prospective Members should read this entire IM and deciding whether to invest. In addition, as the Fund change over time (subject to limitations established restrictions), an investment in the Fund may in different risk factors.**

**Investment in the Fund carries a high degree of risk referred to below. There can be no assurance that it achieved. An investment in the Fund is only suitable investment in the Fund does not represent a complete understand and are capable of assuming the risks of Members should read this IM carefully and consider whether to invest in the Fund.**

Risk factors which may influence the value of an investment conditions, economic conditions in Australia and overseas taxation laws, changes in exchange rates and specific countries following:

### (a) Market Risk

Markets are subject to a host of factors, including economic interest rates, inflation rates, tax laws, employment international political events and environmental and technological different impacts on each investment and investment style

~~In particular, the~~ Fund will invest in some developing developed stock markets. As a result, investing in developing term approach to investing in these markets is generally more may carry risk associated with delivery difficulties, failed of the registration and custody of securities is more complex

### (b) Company Risk

An investment in a company may be affected by unexpected (such as changes in management or loss of a big customer)

### (c) Hedge Fund Risk

Certain market conditions can be unfavourable to hedge volatility or reduced liquidity, and market for specific securities periods of time.

### (d) Investment Strategy Risk

The value of Units may fall as well as rise according to strategies. Successful investment strategies may become example, where suspension of trading on securities and detrimental effect on hedge fund markets.

### (e) Absence of Operating History

The Fund is a recently organised entity with no operating may base an evaluation of its likely performance. The Fund

Example only

**Rest of content has not been shown**

**For more examples, please visit our website**  
[www.tpmcompany.com.au/demo/#examples](http://www.tpmcompany.com.au/demo/#examples)

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