

Orsaro Global Fund

# INFORMATION MEMORANDUM

28 March 2018

**Trustee**

Vasco Investment Managers Limited ACN 138 715 009

**Investment Manager**

Orsaro Capital Pty Ltd ACN 623 034 935

**Administration Manager**

Vasco Funds Management Pty Ltd ACN 610 512 331



**ORSARO**  
CAPITAL



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### IMPORTANT INFORMATION

This Information Memorandum (IM) is dated 28 March 2018.

This IM details the features, benefits, risks and general information about the Orsaro Global Fund (Fund).

The trustee for the Fund and issuer of this IM is Vasco Investment Managers Limited ACN 138 715 009 AFS Licence number 344486 (Trustee).

The Trustee has appointed Orsaro Capital Pty Ltd ACN 623 034 935 (Investment Manager) as the investment manager of the Fund. The Investment Manager is an authorised representative (number 1262116) of the Trustee.

The Trustee has also appointed Vasco Funds Management Pty Limited ACN 610 512 331 (Administration Manager) as the administration manager of the Fund.

By accepting this IM, the recipient agrees to be bound by the terms and conditions set out in this IM.

### Glossary

Certain capitalised words and expressions used in this IM are defined in the Glossary. All references to dollar amounts in this IM are to Australian Dollars (AUD), unless otherwise stated.

### Images

Any images in this IM do not depict assets of the Fund unless otherwise indicated.

### Updated information

Information in this IM may change. Updated information regarding this IM will be made available on the Trustee's website or otherwise by issuance of a replacement or supplementary information memorandum published on the Trustee's website at [www.vascofm.com](http://www.vascofm.com).

### Questions

Any questions regarding this IM should be directed to the Investment Manager on 0413 575 994 or the Trustee on +613 8352 7120 or at [info@vascofm.com](mailto:info@vascofm.com) or at Level 5, 488 Bourke Street, Melbourne, Victoria, 3000, Australia.

### ASIC

This IM has not been lodged with ASIC and ASIC takes no responsibility for the content of this IM.

### Restrictions on distribution

The Offer is an offer which is available to persons receiving this IM within Australia but does not constitute an offer of interests in any jurisdiction where, or to any persons to whom, it would be unlawful to make the Offer.

It is the responsibility of any overseas Applicant to ensure compliance with all laws of any country relevant to the Offer. The return of a duly completed Application Form will be taken to constitute a representation and warranty that there has been no breach of such laws and that all approvals and consents have been obtained.

### Investor to undertake own due diligence

Information contained in this IM has been provided to prospective Investors to assist them to make an assessment of whether or not to invest in the Fund. In relation to the information contained in this IM, the Trustee, Investment Manager, Administration Manager, or their related parties, officers, employees, consultants, advisers or agents do not warrant or represent that:

- all information which is relevant to the making of an investment in the Fund has been provided in this IM;

- all information provided under this IM is accurate or correct or does not contain misleading or deceptive statements.

Whilst the Investment Manager has undertaken due diligence in relation to the Fund and the information which has been presented in this IM, it is possible that due to factors such as the passage of time or the uncertainty in forecast details that the information contained in this IM may be inaccurate at the date of release of the IM or at a later time.

**None of the Trustee, the Investment Manager, or their related parties, officers, employees, consultants, advisers or agents have carried out an independent audit or independently verified any of the information contained in this IM. The Trustee has not sought to verify any statements contained in this IM about the investments proposed by the Investment Manager, the Investment Manager's business or the business of any other parties named in this IM.**

Prospective investors are strongly encouraged to undertake their own due diligence in relation to the Fund before making an investment. In addition, prospective investors should read this IM in its entirety and seek independent professional advice as to the financial, taxation and other implications of investing in the Fund and the information contained in this IM.

To the maximum extent permitted under the law, the Trustee and the Investment Manager disclaim any liability arising from any information provided in the IM.

By making an investment in the Fund, an investor warrants and represents to the Trustee and Investment Manager that they have undertaken their own due diligence in relation to investment in the Fund, including without limitation, in relation to the structure of the Fund, its investments and the likelihood of returns from the Fund.

### Important Warning Statements

#### *No performance guarantee*

None of the Investment Manager, the Trustee, Administration Manager, nor their associates or directors or any other person guarantees the performance or success of the Fund, the repayment of capital invested in the Fund or any particular rate of return on investments in the Fund.

There can be no assurance that the Fund will achieve results that are comparable to the track record of the Trustee or Investment Manager and their advisers or that the Fund's investment objectives will be achieved.

An investment in the Fund does not represent a deposit with, or a liability of, the Investment Manager, the Trustee, the Administration Manager, or any of their associates.

An investment in the Fund is subject to investment risks which are described in Section 5 of this IM, including possible delays in repayment and loss of some or all of your income or capital invested. The risks associated with an investment in the Fund are different to a cash deposit or investment in an approved deposit taking institution (ADI). Prospective Investors should read the whole of this IM before

making a decision about whether to invest in the Fund. The information contained in this IM is general information only and not personal financial product advice and therefore does not take into account the individual objectives, financial situation, needs or circumstances of investors.

Past performance should not be perceived as an indication of future performance as returns are variable and may be lower than expected.

Prospective Investors should not construe the contents of this IM as tax or investment advice.

Should it be required to protect all investments in the Fund, the Trustee, may use its discretion to delay or suspend redemptions from the Fund.

Investors should refer to Section 1 under the heading "Withdrawals" for details of the withdrawal rights.

#### *No representation other than this IM*

No person is authorised to give any information or to make any representation in connection with the Offer of Units in the Fund described in this IM, which is not in this IM. This IM supersedes any prior IM or marketing materials given prior to the issue of the IM to the extent of any inconsistency. Any information or representation in relation to the Offer of Units in the Fund described in this IM not contained in this IM may not be relied upon as having been authorised by the Trustee, the Investment Manager or their advisers.

#### *Forward looking statements*

Certain information contained in this IM constitutes "forward-looking statements" that can be identified by the use of forward-looking terminology such as "may," "will," "should," "expect," "anticipate," "estimate," "target", "intend," "continue," or "believe" or the negatives thereof or other variations thereon or comparable terminology.

Furthermore, any projections or other estimates in this IM, including estimates of returns or performance, are "forward-looking statements" and are based upon certain assumptions that may change.

Due to various risks and uncertainties, including those set forth under "Risks" in Section 5, actual events or results or the actual performance of the Fund may differ materially from those reflected or contemplated in such forward-looking statements.

The forward looking statements included in this IM involve subjective judgment and analysis and are subject to uncertainties, risks and contingencies, many of which are outside the control of, and are unknown to, the Trustee and Investment Manager. Actual future events may vary materially from the forward looking statements and the assumptions on which those statements are based. Given these uncertainties, prospective Investors are cautioned to not place undue reliance on such forward looking statements.

Any estimate, forecast, projection, feasibility, cash flow or words of a similar nature or meaning in this IM are forward looking statements and subject to this disclaimer.

### Confidentiality

Neither this IM nor any other information provided by the Trustee or Investment Manager may be disclosed to any other party, except for the purpose of obtaining independent advice in connection with the consideration of an investment in the Fund, or used for any purpose other than the consideration of an investment in the Fund, unless the express prior written consent of the Trustee is obtained. Any reproduction of all or part of this IM is strictly prohibited without the written consent of the Trustee. In the event that the recipient does not participate in the Fund, this IM, along with all related materials, must be returned to the Trustee immediately upon demand.

### Independent financial advice

You should obtain independent professional advice specific to your circumstances and requirements from a licensed investment advisor.

## 1. Key Features

The table below is only a summary of the key features of an investment in the Fund. It is not intended to be exhaustive. You must read the whole of this IM to obtain more detailed information before making a decision to invest in the Fund.

### Feature

Trustee	<p>Vasco Investment Managers Limited Section 3.2 contains more information about the Trustee.</p>
Investment Manager	<p>Orsaro Capital Pty Ltd Section 3.1 contains more information about the Investment Manager.</p>
Investment structure	<p>The Fund is an open-ended unlisted unregistered managed investment scheme structured as a Unit trust established by the Trustee pursuant to the Constitution and is governed by Australian law.</p> <p>The Fund provides Investors with an opportunity to acquire Units in the Fund which entitles them to returns (primarily dividend income and capital gains) generated by the Fund.</p> <p><b>Further detail about the investment structure is outlined below in section 2.</b></p>
Investment strategy	<p>The Fund is a global equity fund focussed on investing in global businesses based on company fundamentals and taking an ultra long term view when making investments. The key investment tenets of the Investment Manager are:</p> <ol style="list-style-type: none"> <li>1. Capital preservation</li> <li>2. Compound wealth</li> <li>3. High conviction</li> <li>4. Benchmark agnostic</li> </ol> <p>The Fund's investment mandate will allow the Investment Manager to do the following:</p> <ol style="list-style-type: none"> <li>1. Purchase publicly listed securities on any recognised global exchange</li> <li>2. Purchase pre-IPO securities (with a stated intention to list within a 12 month period)</li> <li>3. Use covered derivative strategies</li> <li>4. Short sell securities</li> <li>5. Enter into foreign exchange transactions for hedging purposes and where required for investment in foreign securities.</li> </ol> <p><b>Further detail about the investment strategy of the Investment Manager is outlined below in section 2.</b></p>
Minimum Investment Amount	<p>\$250,000 then in multiples of \$25,000, subject to the Trustee's discretion to accept lesser initial or additional amounts.</p>

## Feature

### Target Return

The Investment Manager is targeting a gross real return (i.e. after inflation) to Investors of approximately 10% per annum over the medium to long term (pre-tax, after all fees and expenses but before withholding tax payable by foreign resident Investors).

This is a target return only and is not a forecast or a guaranteed return.

### Distributions

Distributions are expected to be made as at the end of each Financial Year payable by 30 September of each year, following the finalisation of the Fund's annual accounts.

Distributions will only be made from the income earned by the Fund over the course of the preceding year, which will be generated from taxable income, being dividends interest - and realised capital gains.

Distributions will be automatically reinvested unless Investors make an election on their Application Form to have the Distribution paid to them.

The Trustee reserves the right to make distributions more frequently in its absolute discretion.

The Trustee may also decide not to distribute amounts which it reasonably considers necessary required to meet any outgoings or liabilities (actual or contingent) in respect of the Fund including any amounts required for tax withholdings. Taxes paid or withheld that are allocable to one or more Investors will be deemed to have been distributed to such Investors for the purposes of determining the above calculations.

Distributions to Investors will take into account the number Units held by the Investors at the time the distribution is calculated.

### Withdrawals

Investors will be able to withdraw from the Fund subject to available liquidity and submitting a valid Withdrawal Request. Subject to available liquidity, Withdrawal Requests will ordinarily be satisfied within 20 Business Days of the end of each month. However, the Trustee reserves the right under the Constitution to extend this period to up 90 Business Days should it so require.

Investors must complete and submit to the Trustee a Withdrawal Request at least 15 Business Days prior to the end of the month. Where there are insufficient funds to satisfy all Withdrawal Requests received in a given calendar quarter or prior, Withdrawal Requests will be satisfied on a pro-rata basis each month until those Investors who have submitted a Withdrawal Request are fully withdrawn from the Fund.

Withdrawal Request forms are available from the Investment Manager's website at [www.orsaro.com.au](http://www.orsaro.com.au) and [www.vascofm.com](http://www.vascofm.com). The Trustee reserves the right to suspend all withdrawals from the Fund where it considers it in the best interests of investors to do so.

## Feature

### Who can invest?

The Offer is generally only available to Qualifying Investors, meaning an Investor who:

1. invests \$500,000 or more in the Fund; or
2. if investing less than \$500,000:
  - provides a certificate from a qualified accountant (substantially in a form provided by and available from the Trustee) that states that the Investor has net assets of at least \$2.5 million or has a gross income for each of the last two financial years of at least \$250,000; or
  - is a professional investor (including the holder of an Australian financial services licence, a person who controls more than \$10 million or a person that is a listed entity or a related body corporate of a listed entity).

The Trustee has the discretion to accept applications from people who are not Qualifying Investors, provided these people are otherwise permitted by law to participate in the Offer.

The Trustee reserves the right to reject an application without providing a reason

### Target fund size

The Investment Manager does not have a target fund size. The objective is to run the Fund over an ultra long timeframe, and have like minded Investors that suit the funds investment strategy.

The Trustee retains the discretion to stop accepting new or additional investment applications from Investors at any point.

### Issue of Units

Units in the Fund will be ordinarily be issued to Investors within eight Business Days after the end of the month in which Investor's completed Application Form and investment monies are received.

The Trustee reserves the right to issue Units more frequently in its absolute discretion.

**Further detail about applying for Units in the Fund is outlined in section 9**

### Units Price

The Unit price is based on the underlying value of the Fund's assets and is calculated in accordance with the terms of the Constitution.

The withdrawal price for a Unit is also based on the underlying value of the Fund's assets. This price may be different from the price originally paid for the Unit as the Fund's assets are re-valued. The Unit Price will be updated on the Trustee's website from time to time.

## Feature

### Units Price

The price that will apply to your application may be different from that on the website as the one that will apply will be the one calculated after you submit your application.

The value of your investment is not guaranteed.

**Further detail about the Fund's valuation policy is outlined below in section 3.**

### Buy-sell spread

As at the date of this IM, a transaction charge (buy-sell spread) of 0.5% will be factored into the Unit Price calculation of the Fund on entry and exist. The buy and sell spreads may be updated from time to time and will be published online at [www.vascofm.com](http://www.vascofm.com) or by contacting **Vasco Investment Managers Limited on +613 8352 7120**.

**Section 4 contains a description of how buy and sell spreads are calculated.**

### Fees and expenses

The ongoing fees and costs payable by the Fund in relation to the management of the Fund include:

- Management Fee: 1% (plus GST) per annum of the Fund's gross asset value
- Performance Fees: 15% (plus GST) of all returns of the Fund above 10% per annum (pre-tax and distributions, after fees and expenses but before withholding tax payable by foreign resident Investors). The performance fee is subject to a high watermark as outlined in Section 4.2.

Other than the Performance Fee, all fees and expenses of the Fund (outlined in Section 4) will be paid out of the Management Fee, with the remainder paid to the Investment Manager. The Investment Manager has agreed to cover any shortfall, where the Management Fee is insufficient to cover these fees and expenses and may be reimbursed by the Fund at some future date. The Trustee maintains the right to recover any fees and expenses directly from the assets of the Fund where the Investment Manager does not cover this shortfall.

**Section 4 contains a detailed description of the fees and costs payable in relation to the management of the Fund.**

### Risks

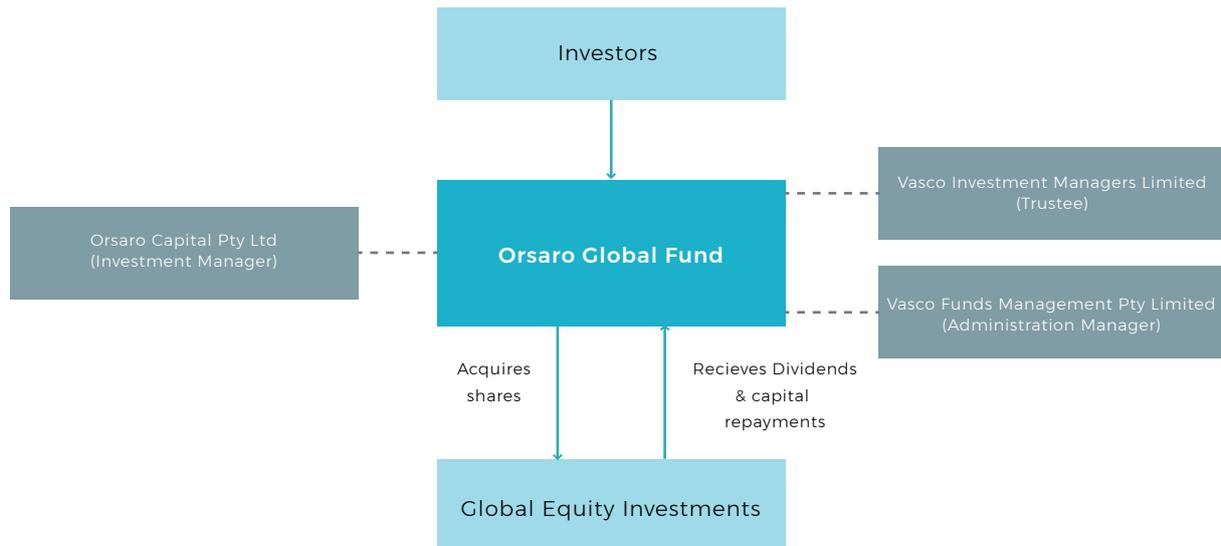
It is important that you read and consider the risks associated with and investment in the Fund before deciding whether to invest. For example, distributions or capital returns are not guaranteed. Further details regarding the risks associated with investing in the Fund are included in Section 5 of this IM.

## 2. Investment Details

### 2.1 Investment Structure

The Fund has been established to invest in global equities with an ultra long term investment focus and is targeting a gross real return (i.e. after inflation) to Investors of approximately 10% per annum (pre-tax, after fees and expenses but before withholding tax payable by foreign resident Investors).

The following diagram illustrates the structure of the Fund and relevant parties involved:



Legally, the Fund is an unlisted, unregistered managed investment scheme structured as a unit trust and established by a Constitution dated 5 March 2018 which regulates the relationship between the Trustee and Investors. The monies contributed by Investors as Application Money will be pooled and invested in accordance with Investment Strategy detailed in section 2.2 below.

As at the date of this IM, there is no requirement or intention to register the Fund with ASIC or to list the Fund on a secondary market such as the ASX.

Vasco Investment Managers Limited (Vasco) is the Trustee of the Fund. Vasco has appointed Orsaro Capital Pty Ltd as the Fund's investment manager, having responsibility for, among other things, marketing the Fund and managing the Fund's investments.

Vasco has also appointed Vasco Funds Management Pty Limited as the Fund's administration manager, having responsibility for, among other things, processing applications and fund accounting.

### 2.2 Investment Strategy

The Fund is a global equity fund focussed on investing in global businesses based on company fundamentals and taking an ultra long term view when making investments.

The Investment Manager's key investment tenets are:

#### 1. Capital preservation

- Stay rich rather than get rich quick investments
- Risk is defined as the risk of capital loss (and not volatility)

## 2. Compound wealth

- Seek long term risk adjusted real returns (i.e. after inflation) of 10% per annum
- Find great companies for the long term and let the power of compounding do the heavy lifting
- Time is our advantage over the relentless market focus on the short term

## 3. High conviction

- When a great, well researched business idea is found, invest with conviction
- There is no point having unnecessary diversification

## 4. Benchmark agnostic

- If we want benchmark returns, we can buy an index fund
- With our focus on fundamentals and finding great companies, over the long term we aim to outperform comparable market benchmarks on a risk weighted basis

The Fund's investment mandate will allow the Investment Manager to do the following:

1. Purchase publicly listed securities on any recognised global exchange
2. Purchase pre-IPO securities (with a stated intention to list within a 12 month period)
3. Use covered derivative strategies
4. Short sell securities
5. Enter into foreign exchange transactions for hedging purposes and where required for investment in foreign securities.

### 2.3 Borrowings

There will be no borrowing (leverage) within the Fund. Any short positions that the Fund takes will be fully backed by cash.

### 2.4 Valuation Policy

The Trustee maintains and complies with a written valuation policy, which is reviewed at least annually or as market circumstances dictate. This policy may be updated from time to time and is available on the Trustee's website at [www.vascofm.com](http://www.vascofm.com).

### 2.5 Investing surplus funds

From time to time the Fund may have excess capital which is not immediately required or able to be suitably invested or funds which are being held pending distribution to Investors. In those circumstances the Investment Manager may invest those funds in cash and cash equivalents (i.e. term deposits offered by ADIs) or such other similar creditworthy and liquid investments as determined by the Investment Manager from time to time.

## 3. Management of the Fund

### 3.1 The Investment Manager

Orsaro Capital Pty Ltd (**Investment Manager**) is the Fund's investment manager and is responsible for marketing the Fund and managing the Fund's investments. Richard Kommel, Marc Blecher and Gavin Donner initially decided to start Orsaro Capital to jointly manage their own funds. They all share a passion for investing, are focused on investing based on company fundamentals and take an ultra long term view when making investment decisions.

The senior management team of the Investment Manager include:

- **Richard Kommel CA(SA), CFA**

Richard has over 20 years of experience in the funds management industry. He is a chartered accountant and a CFA. He joined Coronation Fund Managers in 1995 as an analyst and as a portfolio manager, and managed large pension funds and Unit trusts over a 10 year period both in South Africa, the United Kingdom and Ireland.

In 2005, together with 2 fellow fund managers from Coronation, he started a boutique high net worth funds management operation, Tantalum Capital, of which he was a partner for 10 years. More recently, he has experience working for a family office in Australia.

- **Gavin Donner BEconSc, FIAA, DipFS**

Gavin has over 20 years' experience in the financial services industry, and is a Fellow of the Institute of Actuaries of Australia. Gavin has successfully co-founded and operated several financial services businesses in Australia, including Mega Capital Pty Ltd, BizCover Pty Ltd, Experien Insurance Services Pty Ltd and Tego Insurance Pty Ltd. Through this experience, he has a strong understanding of business and investing.

- **Marc Blecher BSc (Hon), Grad Dip (Applied Finance)**

Marc has over 18 years experience in Global Markets and investing. Initially starting off in an advisory role, he moved to actively managing his own funds both locally and globally in 2007. He is passionate about finding new investments globally with long term tailwinds that will compound over many years.

### 3.2 The Trustee and Administration Manager

Vasco Investment Managers Limited (Trustee) and Vasco Funds Management Pty Ltd (Administration Manager) are part of an investment management group that provides responsible entity, trustee, fund administration and distribution services to Australian and international investment managers.

The Vasco team have significant experience in the Asia Pacific region in the management of equity funds, fixed income funds, REITs, private equity real estate funds, real estate securities funds, and mortgage and real estate debt funds.

Some of the funds Vasco's executives have developed include the \$1.5 billion Australian Unity Healthcare Property Trust ARSN 092 755 318 and the \$1.5 billion AIMS AMP Capital Industrial REIT listed on the Singapore Securities Exchange.

The directors of Vasco were responsible for establishing the real estate funds management businesses of Australian Unity Funds Management Limited and MacarthurCook Limited as well as establishing the Asian platform for industrial real estate manager the Goodman Group.

Clients of Vasco have included Golden Age Development Group, Lauders Development Group, China Asset Management (HK), Cyan SIV Emerging Companies Fund, Infrastructure Partners Investment Fund, Vital Healthcare Property Fund, Residential Property Fund, EMR Capital Pty Ltd, Phillip Asset Management Limited and Morgan Stanley Real Estate.

As trustee, Vasco Investment Managers Limited will manage the Fund in accordance with the Constitution and its duties and obligations under Australian law and, importantly, will have regard to the best interests of Investors in all decisions that it makes with respect to the Fund.

## 4. Fees and Expenses

### 4.1 Management Fee

The Trustee is entitled to a **Management Fee** of 1% (plus GST) per annum of the Fund's gross asset value.

Other than the Performance Fee, all other fees and expenses of the Fund (described below) will be paid out of the Management Fee, with the remainder provided to the Investment Manager. These fees and expenses include (excluding GST):

1. An **annual trustee fee**, subject to a minimum fee of \$25,000 per annum (reduced for the first 6 months of the Fund to \$5000), equal to 0.10% per annum of the Fund's gross asset value up to \$100m, 0.05% per annum of the portion of the Fund's gross asset value greater than \$100m but less than \$200m, and 0.03% per annum of the portion of the Fund's gross asset value greater than \$200m. This fee accrues and is calculated monthly from execution of the Constitution and is payable to the Trustee monthly in arrears from establishment of the Fund.

2. A **trustee replacement fee**, where the Trustee is terminated or replaced, of:

- \$9,500; plus

- where the Trustee is terminated or replaced within 3 years of the Commencement Date, the balance of the annual fee which would have been otherwise payable calculated on the basis of the gross asset value of the Fund

3. An **administration fee** (paid to the Administration Manager) of:

- Subject to a 5% increase on 1 January of each year:

- \$15,000 per annum (reduced for the first 6 months of the Fund to \$7500) where the gross asset value of the Fund is less than \$20m and there are less than 25 Investors;
- \$25,000 per annum where the gross asset value of the Fund is \$20m or more or there are 25 or more Investors;
- \$5000 per annum for each additional Unit class established (though there is no expectation as at the date of this IM to establish multiple Unit classes)

4. Any additional expenses incurred by the Trustee as outlined in the Constitution, including those expenses associated with establishing and operating the Fund.

The Investment Manager has agreed to cover any shortfall where the Management Fee is insufficient to cover the above fees and expenses. The Trustee reserves the right to recover any fees and expenses directly from the assets of the Fund where the Investment Manager does not cover this shortfall.

### 4.2 Performance Fee

The Investment Manager is entitled to an annual Performance Fee of 15% (plus GST) of all returns of the Fund above 10% per annum (pre-tax and distributions, after fees and expenses but before withholding tax payable by foreign resident Investors).

The 10% p.a. hurdle rate is calculated on a simple (non-compound) interest basis.

Payment of the Performance Fee is subject to a high watermark. This means the Investment Manager cannot charge its Performance Fee unless the net asset value (NAV) of the Fund is at least the previous highest value when the previous performance fee was charged plus the 10% per annum hurdle rate.

#### *Worked example*

At the start of Year 1, the NAV price (per Unit) of the Fund is \$1.00.

At the end of Year 1, the NAV price (per Unit) of the Fund is \$1.15, with the Fund earning 15% for the year pre-tax and distributions after fees and expenses, which is above the hurdle rate of 10%, or a NAV of \$1.10.

The Performance Fee is calculated as  $15\% \times (1.15 - 1.10) + \text{GST} = 0.75\% + \text{GST} = 0.825\%$

The high watermark then equals the NAV price (per Unit) of the Fund at the end of Year less the Performance Fee, i.e.  $\$1.15 \times (1 - 0.825\%) = \$1.1405$ .

While the Performance Fee is calculated on the performance of the Fund and paid by the Fund, the impact for an individual investor that invests \$250,000 at the start of year 1 can be illustrated as follows:

- The value of his or her investment prior to the performance fee calculation is \$287,500 at the end of year 1 ( $\$250,000 \times 1.15$ ).
- A Performance Fee of \$2,371.88 is then payable to the Investment Manager leaving an investment value of \$285,125.00.
- The high watermark is equal to the investment value after the Performance Fee (\$285,125.00) and the Investment Manager will only earn a Performance Fee once performance exceeds 10% per annum (pre-tax and distributions, after fees and expenses) above this high watermark.

#### 4.3 Buy sell spread

As at the date of this IM, a transaction charge (buy-sell spread) of 0.5% will be factored into the Unit Price calculation of the Fund on entry and exist.

Buy and sell spreads are calculated based on the actual or estimated costs the Fund may incur when buying or selling assets, such as brokerages fees. They will be influenced by the Investment Manager's experience of the costs involved in trading these assets or the costs that the Fund has actually paid, and will be reviewed whenever necessary to ensure they remain appropriate.

The buy and sell spreads are retained within the Fund and are not fees paid to the Trustee or the Investment Manager. The buy spread is taken out of application amounts. The sell spread is taken out of withdrawal amounts.

The buy and sell spreads may be updated from time to time and will be published online at **[www.vascofm.com](http://www.vascofm.com)** or by contacting **Vasco Investment Managers Limited on +613 8352 7120**.

#### 4.4 Goods and services tax

Unless otherwise stated, all fees quoted in the IM are quoted exclusive of GST.

#### 4.5 Waiver, deferral or rebate of fees

The Trustee or Investment Manager may accept lower fees and expenses than it is entitled to receive, or may defer payment of those fees and expenses for any time. If payment is deferred, then the fee will accrue until paid. In addition, the Investment Manager or Trustee may waive, negotiate or rebate their fees, for example, in the case of a large investment amount.



## 5. Risks

All investments involve varying degrees of risk.

While there are many factors that may impact on the performance of any investment, the section below summarises some of the major risks that prospective Investors should be aware of when investing in the Fund.

Before investing, prospective Investors should consider whether the Fund is a suitable investment, having regard to their personal investment objectives, financial position, particular needs and circumstances.

Prospective Investors should also consider and take into account the level of risk with which they are comfortable, the level of returns they require, as well as their frequency and nature and their investment time horizon. Prospective Investors should seek professional advice in setting their investment objectives and strategies.

The risks described below are not exhaustive and whether a risk is specifically referred to in this section or not, that risk may have a material effect on the performance and value of the Fund.

Importantly, prospective Investors should note that the value of an investment in the Fund, and income received by Investors, may rise or fall and, consequently, Investors may suffer losses (including the loss of all of their capital investment in the Fund).

### 5.1 Market risk

There is a risk that the market value of the Fund's assets will fluctuate. This may occur as a result of factors such as economic conditions, government regulations, market sentiment, local and international political events, environmental and technological issues.

### 5.2 Country specific risk

There is a risk that the market value of the Fund's asset may decline due to country specific risks. For example, there may be sovereign risks, political events, economic instability, lack of accurate information about the companies or unfavourable government actions. Investments in these foreign companies may be less liquid, more volatile or difficult to value. Some countries may have different legal systems, taxation regimes, auditing and accounting standards, less governmental regulation and transparency. This risk may be greater with emerging market investments.

### 5.3 Company specific risks

There is a risk that the market value of investments may decline due to company specific risks. For example, the progress of individual companies may be negatively affected by changes in factors such as the competitive environment in which they operate, regulatory changes, technological changes, personnel changes and changing consumer preferences.

### 5.4 Liquidity risk

There is a risk that the market value of the Fund's assets may decline in value due to liquidity risks. For example, in unusual or volatile market conditions, some investments may become illiquid. The Fund may invest in pre-IPO securities. There is a risk that such companies do not proceed with a public offering and remain private companies. Where the companies remain private, there is a limited market for their securities and as a result liquidity will be restricted. This would impact the Fund's ability to sell these investments, and to make withdrawal payments to Investors.

It is possible that there may be significant delays before the Trustee can satisfy Withdrawal Requests or that Trustee will not be able to satisfy any Withdrawal Requests and Investors will not be able to withdraw their investment in the Fund until the Fund is wound up by the Trustee.

### 5.5 Diversification risk

There is a risk that the market value of the Fund's assets may decline in value due to portfolio concentration within the Fund. The Fund will aim to have high conviction with its best ideas and as a result the Fund may only have 20-40 investments. For example, there could be a high percentage of the Fund invested in a particular investment, sector or industry, and the Fund's performance may be more vulnerable to an economic, political, regulatory event.

### 5.6 Currency risk

The investment performance of the Fund will be reported in Australian Dollars. The Fund is a global equity fund, and hence will hold investments in foreign countries. The Fund may from time to time hedge a portion or all of its currency risk, so if the value of the currency where an investment is made changes relative to the Australian Dollar, then the value of the Fund may change. Investors should be aware that the majority of the Fund's investments will be held in foreign countries and hence there will be currency risk.

### 5.7 Interest rate risk

Fluctuations in market interest rates may impact on an investor's investment. For example, rising market interest rates may increase the interest costs of a company, in turn decrease the value of the company's stock.

### 5.8 Fund risk

These are risks specific to managed funds. These risks include that the Fund could terminate, the fees and expenses of the Fund could change, the Trustee may be replaced as trustee and the Investment Manager may be replaced as investment manager of the Fund.

### 5.9 Investment risk

The value of an investment may rise or fall, distributions may or may not be paid and Investor's capital may or may not be returned. No guarantee is made by the Trustee, the Investment Manager, or any of their directors, associates or consultants on the performance of the Fund.

### 5.10 Valuation risk

Some investments, such as pre-IPO securities, may not have a readily ascertainable market price and may have valuations which vary markedly from their realisation value.

### 5.11 Management risk

The Trustee and Investment Manager may elect to retire or may be replaced as the Trustee or Investment Manager of the Fund or the services of key personnel of the Trustee and Investment Manager may become unavailable for any reason.

There is always a risk that the Trustee and Investment Manager may fail to identify and adequately manage the investment risks in the Fund's portfolio and thus affect the ability to pay distributions or reduce the value of the Units.

Operational risks of the Trustee, the Investment Manager and the Administration Manager include the possibility of systems failure, regulatory requirements, documentation risk, fraud, legal risk and other unforeseen circumstances.

The Fund is relying on the ability of the Investment Manager and its investment professionals to achieve the Fund's objectives. If the Investment Manager and their investment professionals were not to continue in their respective roles, the Fund may not be able to achieve its objectives.

#### 5.12 Legal, regulatory and compliance risk

Changes in government legislation, regulation and policies generally could materially adversely affect the operating results of the Fund. Although unable to predict future policy changes, the Investment Manager intends to manage this risk by monitoring and reacting to any potential regulatory and policy changes.

The operation of a funds management business in Australia is subject to significant regulation by Australian government authorities including without limitation the ASIC, the Australian Transactions Reporting and Analysis Centre, the Foreign Investment Review Board and the Australian Consumer and Competition Commission. There is a risk that the Fund may not comply at all times with its various obligations under government regulations and this may result in the loss of authorisations of the AFSL held by the Trustee thereby preventing the continued operation of the Fund.

#### 5.13 Derivative Risk

Whilst the Investment Manager does not intend for the Fund to have leveraged derivative exposure (with all positions held in cash or equity covered), changes in volatility may affect the fair market value of any derivative exposures, which may cause loss to the Fund. In addition, derivative exposures expose the Fund to the risk that derivative counterparties fail to make good on their obligations, which may cause loss to the Fund. It is the intention of the Investment Manager to have minimal exposure to derivative positions.

#### 5.14 Short selling risk

The Fund may undertake short selling of securities. Short selling involves borrowing stock and selling these borrowed securities. Short selling has the potential to cause losses which are large in proportion to the amount of money invested and are theoretically unlimited because there is no limit on how much the price of a security may appreciate. The Investment Manager intends that any short positions will be fully backed by cash.

#### 5.15 Tax risk

Tax regulations can change and changes can be adverse. Prospective investors should consider their own circumstances before investing.

#### 5.16 Operating history

The Fund has no operating history upon which Investors may base an evaluation of its likely performance. The success of the Fund's investment activities will depend almost entirely on the Investment Manager's ability to carry out the proposed investment strategy successfully. While the principals of the Investment Manager have previous experience making and managing investments of the type contemplated by the Fund, there can be no assurance that the Fund's investments will achieve the Target Return.

#### 5.17 Fees and expenses

Other than the Performance Fee, all fees and expenses of the Fund (outlined in Section 4) will be paid out of the Management Fee, with the remainder paid to the Investment Manager. The Investment Manager has agreed to cover any shortfall, where the Management Fee is insufficient to cover these fees and expenses and may be reimbursed by the Fund at some future date. However, Trustee maintains the right to recover any fees and expenses directly from the assets of the Fund where the Investment Manager does not cover this shortfall. These fees and expenses will accrue whether the funds raised are fully utilised or not.

#### 5.18 Thinly-capitalised management

The Investment Manager does not have any material independent financial resources. If an action or claim is brought against the Investment Manager and such claim is not covered by the professional indemnity arranged by or on behalf of the Investment Manager, the Fund cannot assure that the Investment Manager will have sufficient financial resources to cover any amounts payable under any such claim.

#### 5.19 Other risks

It is important to note that not all risks can be foreseen. It is therefore not possible for the Investment Manager to protect the value of the Fund's investment from all risks. Prospective investors should ensure they obtain appropriate professional advice regarding the suitability of an investment in the Fund having regard to their individual circumstances, including investment objectives, their level of borrowings, their financial situation and individual needs.

**Neither the Trustee nor Investment Manager guarantees the repayment of investments or the performance of the Fund. We strongly recommend that Investors obtain independent financial advice before investing in the Fund.**

## 6. Taxation information

Each Investor's taxation position will depend on their individual circumstance and Investors should seek their own taxation advice in relation to the taxation of income distributed by the Fund, whether interest, dividends, capital gains, etc.

### 6.1 Tax File Number and Australian Business Number

It is not compulsory for an Investor to quote a Tax File Number (TFN), claim a valid exemption for providing a TFN, or (in certain circumstances) provide an Australian Business Number (ABN). However, if an Investor does not provide a TFN, exemption or ABN, tax will be required to be deducted from the Investor's distributions at the highest marginal tax rate plus Medicare levy and any other applicable Government charges (currently 49%).

### 6.2 Stamp Duty on the transfer of Units

As the register of the Fund will be maintained in Victoria, no marketable securities duty is payable on the transfer of Units in the Fund. Land rich or landholder duty may be payable in the issue, redemption or transfer of Units in any Australian jurisdiction where the Fund owns or has an interest in land.

### 6.3 Australian Goods and Services Tax (GST)

GST should not be payable on the issue or redemption of Units nor on any of the distributions to Investors. GST may apply to the fees charged to the Fund by the Investment Manager and in relation to other expenses of the Fund. The Fund may be entitled to claim input tax credits and / or reduced input tax credits for any GST paid

### 6.4 Foreign Account Tax Compliance Act (FATCA)

FATCA is United States (US) tax legislation that enables the US Internal Revenue Service (IRS) to identify and collect tax from US residents that invest in assets through non-US entities. If you are a US resident for tax purposes, you should note that the Fund is or is expected to be a 'Foreign Financial Institution' under FATCA and it intends to comply with its FATCA obligations, as determined by either the FATCA regulations or any inter-governmental agreement (IGA) entered into by Australia and the US for the purposes of implementing FATCA. Under these obligations, the Fund will have to obtain and disclose information about certain Investors to the Australian Taxation Office (ATO). In order for the Fund to comply with its obligations, we will also request that you provide certain information about yourself, including your US Taxpayer Identification Number (TIN). We will only use such information for this purpose from the date the Fund is required to do so.

### 6.5 Common Reporting Standards (CRS)

CRS is the standard set by the Organisation for Economic Co-operation and Development (OECD) for the automatic exchange of information with revenue authorities for tax non-residents that invest in certain financial accounts. The standard covers both the identification of tax non-residents and reporting on the applicable financial accounts. The Trustee is a 'Reporting Financial Institution' under CRS and intends to comply with its CRS obligations under any relevant Australian laws and regulations, including obtaining and disclosing information about certain investors to the ATO or other foreign tax authorities as required. To facilitate these disclosures, Investors will be required to provide certain information such as that relating to their country of tax residence and their relevant taxpayer identification number (if applicable).

The CRS regime took effect on 1 July 2017, with the first exchange of information to occur in 2018.



## 7. Additional Information

### 7.1 Summary of material documents

The following is a summary of material documents relevant to the Fund. The material documents are:

- 1. Constitution**
- 2. Investment Management Agreement**
- 3. Administration Agreement**

You should consider whether it is necessary to obtain independent advice on any of the documents.

#### 1. Constitution

The Constitution is the primary document that governs the way the Fund operates and sets out many of the rights, liabilities and responsibilities of both the Trustee and Investors. Each Unit gives you an equal and undivided interest in the Fund. However, a Unit does not give you an interest in any particular part or asset of the Fund. Subject to the Constitution, as an Investor you have the following rights:

- The right to share in any distributions.
- The right to attend and vote at meetings of Investors.
- The right to participate in the proceeds of winding up of the Fund.

The Constitution contains provisions about convening and conducting meetings of Investors. Under the Constitution, the Trustee may create different Unit classes which may have different rights and obligations. As at the date of this IM, there is no intention to create multiple Unit classes.

The Trustee can amend the Constitution without Investors' approval provided it reasonably considers the change will not adversely affect Investors' rights.

The Constitution can also be amended by a special resolution passed by Investors.

A copy of the Constitution is available free of charge by contacting the Trustee on: +61 3 8352 7120.

#### 2. Investment Management Agreement

The Investment Management Agreement is between the Investment Manager and the Trustee under which the Investment Manager provides marketing and investment management services. The Investment Management Agreement will remain in force until the Fund is wound up, unless the agreement is terminated earlier in accordance with its provisions. The agreement can be terminated by the Trustee if the Investment Manager is in material breach of the agreement, and that breach has not been remedied after a certain time. There are also provisions allowing the Trustee to terminate if, for example, the Investment Manager becomes insolvent.

The Investment Manager is permitted to terminate the agreement in certain circumstances, such as if the Trustee ceases to be the trustee for the Fund.

#### 3. Administration Agreement

The Administration Agreement is between the Administration Manager and the Trustee under which the Administration Manager provides fund administration and accounting services to the Fund.

### 7.2 Related party transactions

The Trustee may from time to time face conflicts between its duties to the Fund as trustee, its duties to other funds that it manages and its own interests. The Trustee will manage any conflicts in accordance with its conflicts of interest policy, the Constitution, ASIC policy and the law.

The Investment Manager is not a related party of the Trustee. The contractual arrangements between the Trustee and the Investment Manager are negotiated at arm's length between the parties.

The Trustee may from time-to-time enter into transactions with related entities, which will be on arm's length terms. For example, the Administration Manager is a related party of the Trustee.

As at the date of this IM the Investment Manager does have any intention to invest in companies that are related to it but reserves the right to do so where it considers such investments to be in the best interests of investors and where the commercial terms of such an investment are on arm's length terms, as determined by usual market practices for similar transactions.

### 7.3 Privacy

In applying to invest, you are providing the Trustee and the Investment Manager with certain personal details (your name, address etc.). The Trustee uses this information to establish and manage that investment for you.

Under the Privacy Act 1988 (Cth), you can access personal information about you held by the Trustee, except in limited circumstances. Please let the Trustee know if you think the information is inaccurate, incomplete or out of date. You can also tell the Trustee at any time not to pass on your personal information by advising it in writing.

If you do not provide the Trustee with your contact details and other information, then it may not be able to process your application to invest.

Under various laws and regulatory requirements, the Trustee may have to pass-on certain information to other organisations, such as the Australian Tax Office or the Australian Transaction Reports and Analysis Centre (AUSTRAC).

By applying to invest, you give the Trustee permission to pass information it holds about you to other companies which are involved in helping it administer the Fund, or where they require it for the purposes of compliance with AML/CTF law or in connection with the holding of Application Money. The Trustee may also use your information to provide you with details of future investment offers made by it or the Investment Manager.

### 7.4 Anti-money laundering law

The Trustee is required to comply with the Anti-Money Laundering and Counter Terrorism Financing Act 2006 ("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 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 may need to identify:

**(a)** 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

**(b)** anyone acting on behalf of an Investor, including a power of attorney.

In some circumstances, the Trustee may need to re-verify this information.

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.

### 7.5 Transfer of Units

You can transfer the ownership of your Units at any time provided that the transferee meets the requirements of an Investor in the Fund and has been approved by the Trustee.

Under the Constitution, the Trustee has the discretion to refuse the transfer of Units and is not obliged to accept a transfer of Units. Please note that a transfer of Units may have taxation consequences. See Section 6 of the IM for further information.

There will not be any established secondary market for the sale of Units.

### 7.6 Consents

Written consent to be named in the IM in the form and context in which they are named have been provided by the following parties who and have not withdrawn their consent prior to the date of this IM:

- Orsaro Capital Pty Ltd
- Vasco Funds Management Pty Ltd

## 8. Glossary

<b>Administration Manager</b>	Vasco Funds Management Pty Ltd ACN 610 512 331
<b>AFS licence</b>	Australian financial services licence.
<b>Application Form</b>	The application form included in or accompanied by this IM.
<b>Application Money</b>	The money paid by an applicant for Units.
<b>ASIC</b>	Australian Securities and Investments Commission.
<b>ASX</b>	The Australian Securities Exchange Limited.
<b>Business Day</b>	A day on which banks are open for business in Melbourne, except a Saturday, Sunday or public holiday.
<b>Commencement Date</b>	The date of commencement of the Fund, being the date on which Units are first issued.
<b>Constitution</b>	The deed establishing the Fund dated 5 March 2018 as amended from time to time.
<b>Corporations Act</b>	Corporations Act 2001 (Cth) for the time being in force together with the regulations of the Corporations Act.
<b>Fees and Costs</b>	The relevant fees and costs outlined in Section 4.
<b>Fund</b>	Orsaro Global Fund, established pursuant to the Constitution.
<b>GST</b>	Goods and Services Tax as defined in A New Tax System (Goods and Services Tax) Act 1999, as amended.
<b>IM</b>	This information memorandum.
<b>Investment Management Agreement</b>	The investment management agreement between the Trustee and the Investment Manager dated on or about the date of this IM.
<b>Investment Manager</b>	Orsaro Capital Pty Ltd ACN 623 034 935, an authorised representative (number 1262116) of Vasco Investment Managers Limited (AFSL 344486).
<b>Investor</b>	A holder of Units.
<b>Offer</b>	The offer under this IM to acquire Units.
<b>Target Return</b>	The Investment Manager is targeting a gross return to Investors of approximately 10% real return per annum (i.e. after inflation) over the medium to long term (pre-tax, after fees and expenses but before withholding tax payable by foreign resident Investors). This is a target return only and is not a forecast or a guaranteed return.
<b>Trustee</b>	Vasco Investment Managers Limited ACN 138 715 009, holder of AFS licence number 344486.
<b>Unit</b>	A Unit in the Fund.
<b>Withdrawal Request</b>	A withdrawal request by an Investor to withdraw from the Fund.

## 9. Application for Units

### 9.1 Applications for Units

An application for Units can only be made by completing and lodging the Application Form that is included in or attached to this IM (Application). Instructions relevant to completion of the Application are set out in the form.

A completed and lodged Application Form should be returned to the Fund Administrator at the address shown on the Application Form. This will constitute a binding and irrevocable application for the number of Units noted below and on the Application Form.

If the Application Form for Units is not completed correctly or if the payment of the application monies is for the wrong amount, it may still be treated as a valid Application at the sole discretion of the Trustee. However, where the payment is for less than the number of Units applied for, the Application will be deemed to be for the lower number of Units.

The Trustee reserves the right to reject an Application (in whole or in part) without reason.

All application monies received in relation to the Offer will be held in the account of the Trustee until allotment.

### 9.2 Unit allotment

Applications will be processed and Units issued on a first-come, first-served basis.

An Application constitutes an offer by the applicant to subscribe for Units on the terms and subject to the conditions set out in this IM.

Any interest earned on application monies will be retained by the Trustee and will not form part of the Fund's assets.

### 9.3 Minimum Investment Amount

The Minimum Investment Amount is \$250,000 then in multiples of \$25,000, subject to the Trustee's absolute discretion to accept applications for lesser or greater amounts.

### 9.4 Qualifying Investors

The Offer is only available to Qualifying Investors, meaning an Investor who:

1. invests \$500,000 or more in the Fund; or
2. if investing less than \$500,000:
  - provides a certificate from a qualified accountant (substantially in a form provided by and available from the Trustee) that states that the Investor has net assets of at least \$2.5 million or has a gross income for each of the last two financial years of at least \$250,000; or
  - is a professional investor (including the holder of an Australian financial services licence, a person who controls more than \$10 million or a person that is a listed entity or a related body corporate of a listed entity).

However, the Trustee has the discretion to accept applications from people who are not Qualifying Investors, provided these people are otherwise permitted by law to participate in the Offer.

By lodging an application for Units in respect of the Offer contained in this IM, the prospective Investor declares and warrants to the Fund that they are and will remain a wholesale client as defined in the Corporations Act or are otherwise permitted by law to participate in the Offer.





## Application Form

### Orsaro Global Fund

Use this application form if you wish to invest in:

### Orsaro Global Fund

This Information Memorandum (IM) dated 28 March 2018 for the Orsaro Global Fund (Fund) includes information about purchasing units in the Fund. Any person who gives another person access to the application form must also give the person access to the IM and any incorporated information. You should read the IM and any incorporated information before completing this application form.

The trustee of the Fund is Vasco Investment Managers Limited (Vasco) ABN 71 138 715 009, AFSL 344486. Vasco or a financial adviser who has provided an electronic copy of the IM and any incorporated information, will send you a paper copy of the IM and any incorporated information and application form free of charge if you so request.

## Customer identification

If you are a new investor, you are also required to complete the relevant Customer Identification Form depending on what type of investor you are e.g. individual or super fund. The Customer Identification Forms are available on our website [www.vascofm.com](http://www.vascofm.com) or by calling our Investor Services team on 03 8352 7120.

Australia's Anti-Money Laundering and Counter Terrorism Financing (AML/CTF) legislation obliges us to collect identification information and documentation from prospective investors.

Investors are required to complete this Application Form together with the relevant Customer Identification Form and send these to us with the required identification documentation. We will not be able to process your Application without a correctly completed Customer Identification Form and the required identification documentation.

## Important Information for Financial Advisers

When using this Customer Identification Form, please complete Sections 1 or 2 and 3.

If you are a financial adviser who has identified and verified the investor, by completing this Customer Identification Form together with the verification procedure and in the consideration of Vasco Investment Managers Limited (Vasco) accepting the investor's application:

- you agree to identify and verify all new investors, using this Customer Identification Form for identifying new investors
- you agree to retain a copy of the completed forms and all identification documents received from the investor in the investor's file for seven (7) years after the end of your relationship with the investor
- you agree to advise Vasco in writing when your relationship with the investor is terminated and agree to promptly provide Vasco all identification documents and/or the record of identification received from the investor at this time, or as otherwise requested from Vasco, from time to time.

## Contact details

Mail your original completed application form and identity verification documents to:

Vasco Investment Managers Limited  
Level 5, 488 Bourke Street  
Melbourne VIC 3000

If you have any questions regarding this form or the required Customer Identification Form requirements, please contact our Investor Services team on 03 8352 7120.

## Checklist

Before sending us your application please ensure you have:

- completed this form in full;
- for new investments, completed the relevant 'Customer Identification Form' available on our website [www.vascofm.com](http://www.vascofm.com);
- if paying via direct debit, completed section 10 ensuring ALL bank account signatories have signed;
- if paying via cheque, ensure cheque is made payable to 'Vasco Investment Managers Limited <ATF Orsaro Global Fund>' and attach it to this application form; and
- read the declaration and provided all relevant signatures.



**4. Contact details**

This is the address where all correspondence will be sent.

Contact person

Unit number  Street number

Street name

Suburb

State  Postcode

Country

Phone (after hours)  Phone (business hours)

Mobile  Facsimile

Email

**5. Tax information**

It is not against the law if you choose not to give your TFN or exemption reason, but if you decide not to, tax may be taken out of your distributions at the highest marginal tax rate (plus Medicare levy).

**5a. Individual investor or entity** **5b. Investor 2 (joint investors)**

TFN  TFN

Tax exemption  Tax exemption

ABN

**5c. Non-residents**

If you are an overseas investor, please indicate your country of residence for tax purposes.

**6. Investment allocation and payment options**

Please indicate how you will be making your new or additional investment and the amount you wish to invest.

I/we are making my/our investment via:

- Direct Credit/EFT → see below.
- Bank Cheque → make cheque payable to 'Vasco Investment Managers Limited <ATF Orsaro Global Fund>'.

Fund name	Initial investment
Orsaro Global Fund	\$ <input type="text"/> , <input type="text"/> , <input type="text"/> . <input type="text"/> <input type="text"/>

The minimum initial investment is \$250,000.

**Cheque Instructions:** Bank Cheques or drafts must be made payable to Vasco Investment Managers Limited ATF Orsaro Global Fund. Only cheques or drafts in Australian currency and drawn on an Australian bank will be accepted. Your cheque(s) should be crossed NOT NEGOTIABLE. Mail or deliver your completed Application Form with your cheque(s) to:

Vasco Investment Managers Limited  
 Level 5, 488 Bourke Street  
 Melbourne, VIC, 3000  
 P +61 3 8352 7120 F +61 3 8352 7199 E info@vascofm.com

**Direct Credit / EFT Instructions**  
 Alternatively you can direct credit your application funds to:  
 Vasco Investment Managers Limited ATF Orsaro Global Fund  
 Macquarie Bank  
 BSB 182 512  
 Account number 966148975  
 SWIFT code - MACQAU2SXXX  
 Please note the applicants name when transferring the funds.  
 Please ensure all funds transferred are net of all bank charges.



**9. Eligible Investor Qualification (continued)**

**Declaration by Qualified Accountant**

I, the Qualified Accountant named above, certify that the following is true and correct:

- (a) I am a Qualified Accountant;
- (b) this certificate is given at the request of the Applicant described above in relation to the Units in the Fund to be issued by the Trustee; and
- (c) please indicate which option below applies by marking the relevant box for each Applicant:

**Option 1**

Applicant 1      Applicant 2  
(if joint application)

The Applicant is known to me and for the purposes of section 761G (7)(c) of the Corporations Act, the Applicant either personally or in conjunction with a company or trust controlled by the Applicant, has:

- net assets of at least \$2.5 million; or
- a gross income for each of the last two financial years of at least \$250,000 a year.

**Option 2**

Applicant 1      Applicant 2  
(if joint application)

The Applicant is a company or trust controlled by a person known to me for the purposes of section 761G (7)(c) Corporations Act, who has:

- net assets of at least \$2.5 million; or
- a gross income for each of the last two financial years of at least \$250,000 a year.

**Option 3**

Applicant 1      Applicant 2  
(if joint application)

- For the purposes of section 761G(7)(d) of the Corporations Act, the Applicant controls gross assets of at least \$10 million (including any amount held by an associate or under trust that the Applicant manages).

Signature of Qualified Accountant

Date

/ / 

**Part 3 – To be completed by the Applicant and an Australian financial services licensee**

**Applicant to sign this acknowledgment**

I/We, the Applicant(s) acknowledge that the financial services licensee named below has not given me/us:

- (a) a product disclosure statement as referred to in Part 7.9 of the Corporations Act in relation to the Offer to acquire Units in the Fund; and
- (b) any other document required to be given under Chapter 7 of the Corporations Act if the product were provided to the Applicant as a retail investor; and
- (c) the licensee does not have any other obligation to the Applicant under Chapter 7 of the Corporations Act that the licensee would have if the product were provided to the Applicant as a retail investor.

Signature of Applicant 1

Date

/ / 

Signature of Applicant 2

Date

/ /

**9. Eligible Investor Qualification (continued)**

**Financial services licensee to complete this section**

I am the financial services licensee no.       and certify that the following is true and correct:

- (a) I am satisfied on reasonable grounds that the Applicant(s) have previous experience in investing in financial products that allows them to assess:
  - (i) the merits of the Units;
  - (ii) the value of the Units;
  - (iii) the risks associated with holding the Units;
  - (iv) their information needs;
  - (v) the adequacy of the information given by the Trustee and me; and
- (b) I have given the Applicant(s) a written statement of my reasons for being satisfied on these matters, as required by section 761GA(e) of the Corporations Act.

Signature of financial services licensee

Date   /   /

Print name of person signing

**10. Nominated bank account (must be an Australian financial institution)**

Unless requested otherwise, this will also be the bank account we credit any withdrawal proceeds and/or distributions if you requested these to be paid to you and not reinvested. By providing your nominated account details in this section you authorise Vasco to use these details for all future transaction requests that you make until notice is provided otherwise. **For additional investments, a nomination in this section overrides any previous nominations.**

Financial institution

Branch

Account name

Branch number (BSB)

Account number

**11. Declaration and applicant(s) signature(s)**

Please read the declarations below before signing this form. The signatures required are detailed at the bottom of this form. I/We declare that:

- all details in this application and all documents provided are true and correct and I/we indemnify the Trustee of the Fund against any liabilities whatsoever arising from acting on any of the details or any future details provided by me/us in connection with this application;
- I/we have received a copy of the current IM and all information incorporated into the IM to which this application applies and have read them and agree to the terms contained in them and to be bound by the provisions of the current IM (including the incorporated information) and current constitution (each as amended from time to time);
- I/we have legal power to invest in accordance with this application and have complied with all applicable laws in making this application;
- I/we have received and accepted this offer in Australia;
- the details of my/our investment can be provided to the adviser group or adviser named at the end of this form or nominated by them by the means and in the format that they direct;
- if this application is signed under Power of Attorney, the Attorney declares that he/she has not received notice of revocation of that power (a certified copy of the Power of Attorney should be submitted with this application unless we have already sighted it);
- sole signatories signing on behalf of a company confirm that they are signing as sole director and sole secretary of the company;
- I/we acknowledge that if Vasco reasonably believes an email or facsimile communication it receives is from me/us Vasco is entitled to rely on that email or facsimile communication and will not be liable for any loss it may suffer if it is later found the email or facsimile communication was fraudulent.
- unless alternative authority for signature is notified to and accepted by Vasco, the person/persons that signs/sign this form is/are able to operate the account on behalf of the company and bind the company for future transactions, including in respect of additional deposits and withdrawals, including withdrawals by telephone and fax;
- I/we acknowledge that I/we have read and understood the information under the heading 'Privacy' in the relevant IM. I am/We are aware that until I/we inform Vasco otherwise, I/we will be taken to have consented to all the uses of my/our personal information (including marketing) contained under that heading and I/we have consented to my/our financial adviser providing such further personal information to Vasco as is required or reasonably deemed necessary by Vasco under applicable law;

**11. Declaration and applicant(s) signature(s) (continued)**

- I/we understand that if I/we fail to provide any information requested in this application form or do not agree to any of the possible use or disclosure of my/our information as detailed on the IM, my/our application may not be accepted by Vasco and we agree to release and indemnify Vasco in respect of any loss or liability arising from its inability to accept an application due to inadequate or incorrect details having been provided;
- I/we acknowledge that none of Vasco, or any other member of Vasco or any custodian or investment manager, guarantees the performance of the Fund or the repayment of capital or any particular rate of return or any distribution;
- I/we are bound by the Constitution and that an application for Units is binding and irrevocable;
- I/we have not relied on statements or representations made by anybody, other than those made in the IM;
- I/we agree and acknowledge no cooling off period applies and I/we have had the opportunity to seek independent professional advice on subscribing for Units;
- I/we agree and acknowledge Vasco is required to comply with the anti-money laundering laws in force in a number of jurisdictions (including the Anti-Money Laundering and Counter-Terrorism Financing Act 2006) and I/we must provide Vasco with such additional information or documentation as Vasco may request of me/us, otherwise my/our Application for Units may be refused, Units I/we hold may be compulsorily redeemed, and any disposal request by me/us may be delayed or refused and Vasco will not be liable for any loss arising as a result thereof;
- I/we have provided a tax file number, and if not, I/we consent to Vasco withholding tax at the highest marginal tax rate;
- I/we acknowledge and agree to having read and understood the risks of investing in the fund as described in the Information Memorandum and understand that the risks associated with the Fund's investments may result in lower than expected returns or the loss of my/our investment.

I/We also warrant and acknowledge that:

- All information contained in my/our Application is true and correct;
- I/we are not a Politically Exposed Person (PEP) as defined by the AML/CTF legislation;
- I/we are a "wholesale client" for the purposes of section 761G of the Corporations Act and relevant information has been provided to confirm this and by investing in this Fund I/we will not cause any breach of the Corporations Act by or for Vasco;
- if the Applicant is a SMSF, it is compliant and investing in this Fund complies with the Superannuation Industry Supervision Act 1993 (Cth); and
- I/we hold the appropriate authorisations to become an Investor in the Fund and that offer cannot be revoked.

Refer to list of signatories on page 6 of this application form

**Investor 1**

Signature  Date / /

Surname

Given name(s)

Capacity  Sole Director  Director  Trustee  Other

**Investor 2 (joint investors)**

Signature  Date / /

Surname

Given name(s)

Capacity  Sole Director  Director  Trustee  Other

**Signing Authority**

Please tick to indicate signing requirements for future instructions (e.g. withdrawals, change of account details, etc.)

Only one required to sign.

All signatories must sign.

**PLEASE NOTE:** All signatories must provide certified copies of their drivers license or passport in addition to any identification documents required by the Customer Identification Form required for the Investor.

**12. Adviser use only**

Office name

Surname

Given name(s)

Title (Mr/Mrs/Miss/Ms)

Phone (business hours)

Adviser group

Adviser group AFSL

Adviser Signature

Date

ADVISER STAMP

**Important notes**

This application must not be handed to any person unless the relevant IM and access to the information incorporated into the IM is also being provided. Vasco may in its absolute discretion refuse any application for Units. Persons external to Vasco or other entities who market Vasco products are not agents of Vasco but are independent investment advisers. Vasco will not be bound by representations or statements which are not contained in information disseminated by Vasco. Application monies paid by cheques from investment advisers will only be accepted if drawn from a trust account maintained in accordance with the Corporations Act.

**Signatories**

The table below provides guidance on completing the Declaration and applicant(s) signature's section of the application form. Before signing the application form please ensure you have read the declaration.

Type of investor	Names required	Signature required	TFN/ABN to be provided
<b>Individual and/or joint investors</b>	i. Full name of each investor (please do not use initials).	Individual investor's; or each joint investor's	Individual investor's; or each joint investor's
<b>Sole trader</b>	i. Full name of sole trader; and ii. Full business name (if any).	Sole trader's	Sole trader's
<b>Australian or foreign company</b>	i. Full company name as registered with the relevant regulator; and ii. Name of each director of the company; and iii. Full name of each beneficial owner*	i. Sole director's; or ii. Two directors'; or iii. One director's and company secretary's	Company's
<b>Trust/Superannuation fund</b> If you are investing on behalf of a superannuation fund, we will assume the superannuation fund to be a complying fund under the Superannuation Industry (Supervision) Act.	i. Full trust/superannuation fund name (e.g. Michael Smith Pty Ltd ATF Michael Smith Pty Ltd Super Fund); and ii. Full name of the trustee(s) in respect of the trust/super fund. Where the trustee is an individual, all information in the 'Individual and Sole Traders' section must be completed. If any of the trustees are an Australian company, all information in the 'Australian company' section must also be completed; and iii. Names of beneficiaries (if identified in Trust Deed). iv. Full name of the settlor** v. Full name of each beneficial owner	Individual trustee(s) 'as trustee for' If any of the trustees are an Australian company, the signatures set out in the 'Australian company' section are also required.	Superannuation fund's or trust's
<b>Account designation</b>	Name of the responsible adult, as the investor.	Adult(s) investing on behalf of the person/minor	Adult(s)
<b>If the investment is being made under Power of Attorney (POA)</b> Please ensure an original certified copy of the POA is attached to the application form. Each page of the POA must be certified.	i. Full name of each investor(s) (as listed in section 3); and ii. Full name of person holding POA (underneath signature).	Person holding Power of Attorney <b>In the case that the POA document does not contain a sample of the POA's (i.e. Attorney's) signature, please provide a certified copy of either the POA's driver's licence or passport containing a sample of their signature.</b>	Individual investor's; or each joint investor's

\* Beneficial owner means an individual who ultimately owns or controls (directly or indirectly) the investors. Owns mean ownership (either directly or indirectly) of 25% or more of the investor.

\*\*This is not required in some circumstances.

## Schedule - Offering legends

It is the responsibility of any persons wishing to subscribe for interests to inform themselves of, and to observe, all applicable laws and regulations of any relevant jurisdictions. Prospective Investors should inform themselves as to the legal requirements and tax consequences within the countries of their citizenship, residence, domicile and place of business with respect to the acquisition, holding or disposal of interests, and any foreign exchange restrictions that may be relevant hereto.

The Trustee reserves the right to reject an Application (in whole or in part) without reason.

All application monies received in relation to the Offer will be held in the account of the Trustee until allotment.

### AUSTRALIA

This IM may not be circulated or distributed and no offer for subscription or purchase of the Units offered hereby, nor any invitation to subscribe for or buy such interests has been made or issued, directly or indirectly, in Australia, other than to prospective Investors who are wholesale clients as defined in section 761G of the Corporations Act in an offer exempt from the disclosure requirements of Part 7.9 of the Corporations Act. Further, the Units offered hereby may not be resold in Australia within a period of 12 months after the date of issue otherwise than by means of an offer exempt from the disclosure requirements of Part 7.9 of the Corporations Act.

This IM is not a prospectus or product disclosure statement under the Corporations Act and is not required to be, and has not been, lodged with the Australian Securities and Investments Commission. To the extent that information in this IM constitutes financial product advice, it is general financial product advice only, is provided by the Investment Manager and does not consider the specific objectives, financial intentions or needs of any particular person. Each person considering subscribing for interests should read this IM in full before making a decision to acquire any interests. There is no cooling-off regime in Australia that applies in respect of the issue of the Units.

## Corporate Directory

### INVESTMENT MANAGER

Orsaro Capital Pty Ltd  
189-191 Balaclava Road  
Caulfield North Victoria 3161  
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**Email:** info@orsaro.com.au

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### ADMINISTRATION MANAGER

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