

2024

# Alpha Selective Investment Fund

*Information Memorandum*

*Version 2.0*



**Infinity**  
**ALPHA**

Funds  
Management



## IMPORTANT INFORMATION

This Information Memorandum (IM) is dated 17 March 2023 and relates to the offer of units (**Units**) in the Alpha Selective Investment Fund (**Fund**) (**Offer**).

The Fund is an unregistered managed investment scheme that intends to provide debt funding directly and indirectly to a number of special purpose vehicles (**Borrowers**) for the purpose of making Authorised Investments in Portfolio Companies.

IAFM Class A Units is a pooled mortgage scheme which invests in mortgages secured over Australian real property (Loans). Funds raised from Class A Units will be provided through a selection of investments in a registered first mortgage loans with a lower loan to valuation ratio (LVR) investment entities. Investors from Class A Units will participate in the interest received in the form of monthly dividends.

Funds raised from investment in Class B Units will be provided as a Business loan facility under a first registered mortgage with a Lower LVR. Investors from Class B Units will participate in the interest received in the form of project finalized or interest deducted on settlement.

This IM is issued by Crown Funds Management Pty Ltd ACN 662 195 628 AFSL No 544636 (**Trustee**), in its capacity as trustee of the Fund. In this document, the description 'we', 'us' or 'our' refers to the Trustee.

The Trustee has appointed Infinity Alpha Funds Management Pty Ltd ACN 650 954 279 (**Infinity Alpha** or **Investment Manager**) as the Investment Manager of the Fund. The Investment Manager is a corporate authorised representative of the Trustee (CAR No. [001298726]).

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

Some 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 Infinity Alpha's website or otherwise by the issuance of a replacement or supplementary information memorandum published on the Investment Manager's website at [www.iafm.com.au](http://www.iafm.com.au).

### QUESTIONS

Any questions regarding this IM should be directed to the Investment Manager at (02) 8029 0408 or at [info@iafm.com.au](mailto:info@iafm.com.au) or at Suite 34.03, 201 Elizabeth Street, Sydney, New South Wales 2000.

### 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 assess whether or not to invest in the Fund. In relation to the information contained in this IM, the Trustee, Investment 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; or
- 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 has 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. 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

### 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 10, 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. If the recipient does not participate in the Fund, this IM, along with all related materials, must be returned to the Trustee immediately upon demand.

### SUMMARY OF KEY DOCUMENTS ONLY

This IM contains a summary of the terms of the Fund and certain other documents. However, prospective Investors should refer to the complete legal documentation for the Fund (available upon request from the Trustee). Investments in the Fund are governed by the Trust Deed for the Fund and associated documents and nothing in this IM limits or qualifies the powers and discretions conferred upon the Trustee and the Investment Manager under those documents.

This IM should be read in conjunction with the Trust Deed and associated documents for the Fund. In the event of any inconsistency between the Trust Deed and associated documents and this IM, then the Trust Deed and associated documents will prevail to the extent of the inconsistency.

### INDEPENDENT FINANCIAL ADVICE

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



## LETTER FROM THE INVESTMENT MANAGER

*Dear Investor,*

On behalf of the investment management team at Infinity Alpha Funds Management Pty Ltd (**Infinity Alpha**), it is my pleasure to present to you an opportunity to invest in the Alpha Selective Investment Fund (**Fund**).

Infinity Alpha is an associate company of Infinity Capital Financial Group Pty Ltd (ACN 649 538 223) (**ICFG**), which is a leading Australian private markets finance and investment house. The Fund will be managed and governed in accordance with Infinity Alpha's measured approach, leveraging its depth of experience in property lending to deploy funds with a primary focus on risk mitigation. The Infinity Alpha team have many years' experience in originating, structuring, assessing, executing and managing debt transactions. The Fund has appointed Crown Funds Management Pty Ltd as Trustee.

Infinity Alpha continues to demonstrate its capability to identify worthy investment opportunities for our private clients. In uncertain times where market volatility prevails, our sector experience, strong governance framework and diligent approach to investing is our distinct advantage.

Infinity Alpha will always remain focused on the fundamental creditworthiness of our counterparties

Infinity Alpha is now offering the opportunity to invest in the Fund, which aims to reap the benefits of this active market. Infinity Alpha seeks to generate returns for investors by providing Investor funds to Borrowers directly or indirectly.

**IAFM** Class A Units is a pooled mortgage scheme which invests in mortgages secured over Australian real property (**Loans**). Funds raised from Class A Units will be provided through a selection of investments in a registered first mortgage loans with a lower loan to valuation ratio (**LVR**) investment entities. Investors from Class A Units will participate in the interest received in the form of monthly dividends.

Funds raised from investment in Class B Units will be provided as a Business loan facility under a first registered mortgage with a Lower LVR. Investors from Class B Units will participate in the interest received in the form of project finalized or interest deducted on settlement.

I invite you to read through this IM and review all risks in section 10 to allow you to make an informed decision before investing in the Fund.

On behalf of Infinity Alpha, I look forward to your participation with us in this outstanding investment opportunity.

Warm regards,  
**Jack Zhou**

*Managing Director*

*Infinity Alpha Funds Management Pty Ltd*

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## 1. A SNAPSHOT OF THE FUND

The table below is 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 and the Trust Deed to obtain more detailed information before deciding to invest in the Fund.

<b>Fund Name</b>	Alpha Selective Investment Fund
<b>Trustee</b>	Crown Funds Management Pty Ltd (ACN 662 195 628 AFSL No 544636)
<b>Investment Manager</b>	Infinity Alpha Funds Management Pty Ltd ACN 650 954 279, a corporate authorised representative of Crown Funds Management Pty Ltd (CAR No. [001298726]).
<b>The Fund</b>	This IM relates to units in the Alpha Selective Investment Fund ( <b>the Fund</b> ), an unlisted, unregistered Australian unit trust available only to "wholesale investors" (as defined in the Corporations Act 2001 (Cth) ( <b>Corporations Act</b> )).
<b>Unit Classes</b>	<p>The Fund provides Investors with the opportunity to invest in different classes of units, being Class A Units and Class B Units. The Trustee is entitled to issue further classes of units at its discretion.</p> <p>To the extent that any variable described in this IM relates to more than one Class of Units, that variable will be apportioned to each Class in the same proportions as the aggregate value of the Units in that Class bears to the aggregate value of Units in all Classes to which the variable relates.</p>
<b>Investments</b>	<p>IAFM Class A Units is a pooled mortgage scheme which invests in mortgages secured over Australian real property (Loans). Funds raised from Class A Units will be provided through a selection of investments in a registered first mortgage loans with a lower loan to valuation ratio (LVR) investment entities. Investors from Class A Units will participate in the interest received in the form of monthly dividends.</p> <p>Funds raised from investment in Class B Units will be provided as a Business loan facility under a first registered mortgage with a Lower LVR. Investors from Class B Units will participate in the interest received in the form of project finalized or interest deducted on settlement.</p>
<b>Target Return</b>	<p>The Target Return for Class A Units is 11% per annum before any fees through the economic cycle.</p> <p>The management fee is 2% (including GST) per annum, so the Target Return is 9% per annum.</p> <p>The Trustee aims to provide you with the following:</p> <ul style="list-style-type: none"><li>– regular income returns; and</li><li>– the opportunity to access a choice of mortgage-secured investment options through a professionally managed structure.</li></ul> <p>The target returns will vary depending on the Loan.</p> <p>The target Return for Class B is depends on different property development projects.</p> <p>The Norwest project target return is 12.5% per year after any fees through the economic cycle., the project term is 18-21 months.</p> <p>The target returns will vary depending on the project.</p>





<b>Leverage</b>	<p>Financial leverage increases a Unitholder's exposure to an asset by applying borrowed funds in addition to the Fund's capital when making an investment. It is not anticipated that the Fund will have any long-term debt to increase the scale of the Fund's investments.</p> <p>The Manager does not intend to use long-term debt to enhance returns.</p>
<b>Reports to Unitholders</b>	<p>The Fund will:</p> <ol style="list-style-type: none"><li>Prepare annual financial statements which will be disclosed to investors.</li><li>Notify any information concerning the Fund of which it is, or becomes aware, which a reasonable person would expect to have a material effect on the price or value of Units.</li></ol> <p>The Trustee may also release reports prepared by the Manager from time to time, to keep Unitholders informed about the current activities of the Trust, the performance of the Trust's Portfolio and the investment outlook.</p>
<b>Who can invest in the Fund?</b>	<p>The Offer is only available to "wholesale clients" within the meaning of the Corporations Act (<b>Wholesale Clients</b>), meaning an Investor who:</p> <ul style="list-style-type: none"><li>-invests \$500,000 or more in the Fund; or</li><li>-provides a certificate from a qualified accountant (substantially in a form provided by and available from the Trustee) that states 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</li><li>-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).</li></ul> <p>The Trustee has the discretion to accept applications from people who are not Wholesale Clients, 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.</p>
<b>Offer Opens</b>	12 January 2023
<b>Offer Closes</b>	There is no closing date.
<b>Issue Price</b>	The issue price is \$1 per Unit
<b>Minimum initial investment amount</b>	AUD 50,000, then increments of AUD 10,000 for additional investments thereafter. The Trustee has the discretion to accept amounts lower than specified.
<b>Maximum investment</b>	<p>There is no maximum investment amount.</p> <p>However, we have the right to refuse to accept any application at our sole discretion.</p> <p>We may also accept any application for an amount less than the amount applied for.</p>
<b>Withdrawals</b>	<p>Investors can request to redeem their units after they have held the units for a minimum of 12 months (<b>Minimum Term</b>), by submitting a Withdrawal Request in such form and manner as the Trustee may determine from time to time. In order to be considered for redemption at the end of a quarter, Withdrawal Requests require notice to the Trustee at least 30 Business Days before the end of that quarter.</p> <p>Subject to available liquidity and the investment being held for the Minimum Term, the Trustee expects to redeem those Investors who have submitted a Withdrawal Request at the end of each quarter.</p> <p>Where there is insufficient liquidity to satisfy all Withdrawal Requests, Investors' redemptions will be satisfied on a pro-rata basis each calendar quarter until all Withdrawal Requests are satisfied.</p> <p>Withdrawal Request Forms are available on the Trustee's website and are required to be submitted at least 30 Business Days prior to the end of the calendar quarter from which they want to be redeemed.</p> <p>Under the terms of the Trust Deed, in certain situations, the Trustee is able to, among other things, suspend all redemptions or compulsorily redeem Investors where it believes that doing so is in the best interests of Investors in the Fund as a whole. The Trustee is not required to give effect to any Withdrawal Request.</p>



<b>Recommended Investment Horizon</b>	Unitholders are recommended to hold the units for an investment horizon of at least 12 months.
<b>Distributions</b>	<p><b>Class A Units</b></p> <p>Distributions are expected to be made monthly to holders of Class A Units.</p> <p>Fund distributions are limited by the amount of interest that the Fund receives under the ICFG Loan Facility</p> <p>To the extent that ICFG or the Borrowers realise additional proceeds in respect of Authorised Investments, ICFG or the relevant Borrower (as applicable) is entitled to deal with these proceeds in its absolute discretion subject to any agreement between the relevant parties.</p> <p><b>Class B Units</b></p> <p>For holders of Class B Units, the frequency of distributions will depend upon the terms of the loan facility agreements entered into between the Fund and Borrowers from time to time. Neither the Trustee nor the Investment Manager represents or guarantees that distributions will be paid monthly or at any other time.</p> <p>Distributions in respect of Class B Units are not necessarily limited by the amount of interest that the Fund receives under the loan facility agreements entered into directly with Borrowers from time to time. Holders of Class B Units may, for instance, be entitled to distributions in respect of additional proceeds realised through Authorised Investments. However, this will depend on the terms that the Fund is able to procure in its arrangements with Borrowers.</p> <p>Neither the Trustee nor the Investment Manager represents or guarantees that any amounts will be distributed to holders of Class B Units.</p>
<b>Transfer</b>	<p>There will be no established secondary market (e.g. stock exchange) for the Fund.</p> <p>However, you may, with the Trustee's approval, transfer your Units to another person provided they are a Wholesale Investor.</p> <p>The Trustee may decline to register a transfer at its discretion.</p>
<b>Fees</b>	<p><b>Management fee:</b> The Manager is entitled to a management fee of 2% (including GST) per annum of the value of the Fund, accrued daily and payable monthly in arrears.</p> <p><b>Performance fee:</b> Nil</p> <p><b>Entry and Exit fees:</b> Nil</p> <p><b>Other fees:</b> Nil</p>
<b>Fund expenses</b>	<p>Under the Trust Deed, the Trustee is entitled to pay or reimburse Fund expenses out of the assets of the Fund.</p> <p>Regardless, the Investment Manager expects to pay all Fund expenses from its own resources, and to the extent that the Investment Manager is able to do so, such expenses will not be paid from the interest payments from the loan or from other Fund assets.</p> <p>The Investment Manager will generally seek reimbursement from ICFG for payment of Fund expenses. If ICFG is unable to recover sufficient funds from successful investments to reimburse the Investment Manager for Fund expenses, then the Trustee retains the discretion to reimburse the Investment Manager for Fund expenses out of the assets of the Fund.</p>
<b>Taxation</b>	Investors should obtain their own taxation and other applicable advice regarding the taxation and other fiscal status of investing in the Fund.
<b>Location and custody of assets</b>	All of the assets of the Fund will be held by the Custodian who is responsible for holding the assets of the Fund on behalf of the investors.



## 2. ABOUT THE FUND

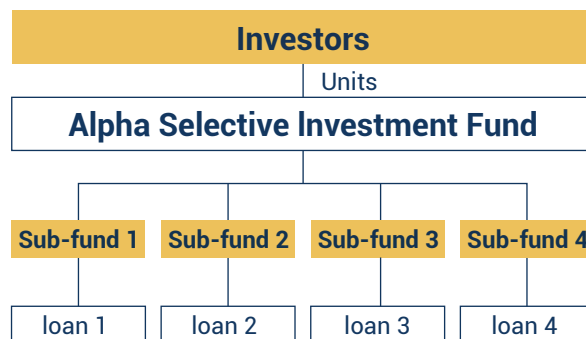
### 2.1 FUND STRUCTURE CLASS B

The Fund is a contributory mortgage scheme that provides investors with the opportunity to select and invest in a range of Sub-Funds which each provide exposure to a specific first registered mortgage Loan . The Loans offered for investment are originated and actively managed by the Trustee.

The Trustee will issue a supplementary information memorandum (SIM) in respect of each Sub-Fund. The SIM provides information about the relevant Loan to assist investors to assess whether the Sub-Fund meets their investment objectives and risk profile, including:

- the interest rate offered;
- the duration of the Loan;
- type of Loan;
- the location of the property; and
- the purpose of the Loan.

Investment outcomes, including the rate of return, duration and capital security of funds invested vary on a Sub-Fund by Sub-Fund basis.



### 2.2 ELIGIBLE INVESTORS

This Offer is only available to "wholesale clients" as defined in the Corporations Act. A wholesale client means an Investor who:

- invests \$500,000 or more in the Fund; or
- 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).

## 3. ABOUT INFINITY GROUP

### 3.1 Infinity Capital Financial Group

Infinity Capital Financial Group Pty Ltd (ACN 649 538 223) is a comprehensive financial group with a global perspective. The group's businesses cover credit and asset management. ICFG is a local Australian financial institution, a leading non-bank financial institution in Australia, and a prominent partner for mortgage brokers in Australia.

### 3.2 Infinity Alpha Funds Management

Infinity Alpha Funds Management Pty Ltd (ACN 650 954 279 CAR No. [001298726]) is an associate company of ICFG. The Fund will be managed and governed in accordance with Infinity Alpha's measured approach, leveraging its depth of experience in property lending to deploy funds with a primary focus on risk mitigation. The Infinity Alpha team have many years' experience in originating, structuring, assessing, executing and managing debt transactions.

## 4. OUR TEAM

### 4.1 INVESTMENT MANAGER

Infinity Alpha's experienced team of investment, development and asset managers maintain a hands-on approach to the management of our clients' funds invested. Infinity Alpha's expertise in market research, investment origination, capital transactions, debt origination, leasing, asset, property and development management is underpinned by its investment approach and people management skills.

#### Jack Zhou

##### *Investment Committee Chairman / Managing Director*

Jack is the Managing Director of ICFG and the chairman of the investment committee of the Fund. He was previously employed by a leading globally managed fund as an analyst. As a CFA Level III candidate, he is good at communicating to stakeholders about financial markets, thinking creatively around market trends and themes and clearly communicating investment ideas to a range of client segments from private banks, family offices, and asset managers. He is proficient at driving growth from existing and new clients to contribute to the overall net new asset target for Asia. As a true professional in the finance industry, he is responsible for the analytical fund data for clients, researchers and third-party providers, tracking, monitoring, following up and reporting results of Infinity Group credit assets.

#### Sendy Zhang

##### *CEO*

Na Zhang (Sendy) founded Infinity Capital Mortgage Management Pty Ltd (ACN 632 265 153, Australian Credit Licence 528727) in 2021. Sendy has worked in the financial services industry for over 15 years, predominately as a finance broker in a leadership role. Having been instrumental in the growth of successful mortgage broking services, Sendy has full experience in helping brokers and their support teams achieve their goals for their business, their team and their clients. As a shareholder, the credit licence holder and sales director in Vast Capital Pty Ltd, Sendy turned the company back into profit. Since the official commencement of business in 2019, the predecessor company has achieved positive results over the last 24 months. It has become a premier Chinese-background mortgage management firm in the local market. The business model was designed to exceed the normal standard of mortgage management and to lay the groundwork for the credit provider's operational environment. It is also the foundation for a responsible model ahead while at the same time capturing market share.

## 5. LOAN APPROVAL PROCESS

Infinity Alpha has established an investment committee (**Investment Committee**) for the purpose of assessing loans proposed to be provided to ICFG and/or Borrowers for the ultimate purpose of investing in Authorised Investments. The Fund will not provide debt funding to ICFG or Borrowers without first seeking an assessment from the Investment Committee in respect of the proposed application of such debt funding.

### 5.1 OVERVIEW

The Investment Committee are experienced in the sourcing of commercial mortgages, assessing the creditworthiness of applications and approving, structuring and managing loans. The Investment Committee only considers loans where ICFG or the Fund (as applicable) may lend to the relevant Borrower on a senior secured basis, and where (assuming that the Borrower invests in an Authorised Investment in the form of debt funding) the relevant Borrower may lend to the relevant Portfolio Company on a first registered mortgage over real property, where the Borrower ranks first before other creditors in claims or entitlements over the secured property.

The Investment Committee comprises the Investment Manager's executive team or board and an independent member. The Investment Committee is as follows:

- Jack Zhou - Chairman
- Sendy Zhang - Member
- Iris Yao - Member
- Pravin Kandeepan - Member

### 5.2 LEGAL DOCUMENTATION

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

### 5.3 VALUERS

The Investment Manager requires that any valuers, quantity surveyors, planners, solicitors and other external service providers are appropriately qualified and have current professional indemnity insurance appropriate for the type of work to be performed by them. The Investment Manager has a panel of registered independent valuers that the Investment Manager selects to inspect proposed secured property and provide a detailed report. This is paid for by ICFG or the relevant Borrower (as applicable).

### 5.4 BORROWER ASSESSMENT

Prior to a loan being advanced to ICFG or a Borrower, the Investment Committee conducts an assessment of the proposed ultimate Portfolio Company's creditworthiness as part of the loan approval process. This assessment generally includes:

- a detailed proposal including loan purpose, funding table, valuation and proposed repayment;
- complete details of the corporate and/or personal and financial position including assets and liabilities of the ultimate Portfolio Company;
- verification of the identification of the Portfolio Company (including any guarantor) either in person or via an authorised intermediary such as Australia Post;
- obtaining further information as required, such as but not limited to:
  - council rates notices;
  - previous mortgage statements; and
  - contracts of sale, vendor statements etc.;
- a credit report for the ultimate Portfolio Company (and any guarantor) and a bankruptcy search;
- title searches and relevant company searches;
- when a loan involves a construction project, the Investment Committee will obtain;
  - full details of the project's costs;
  - ancillary documents to assess the ability of the Portfolio Company to complete the project on a timely basis;
  - a certified quantity surveyors report on the viability of the project if building 4 or more apartments; and
  - the developer's experience.





## 6. CORPORATE GOVERNANCE

### 6.1 OVERVIEW

Infinity Alpha is the Investment Manager of the Fund and will manage the Fund in accordance with its duties and obligations under Australian law, the Trust Deed and the Investment Management Agreement. The Investment Manager will have regard for the best interests of Investors in all decisions it makes in relation to the Fund.

The Investment Manager has established the Investment Committee to assess and approve loans as well as exercise control and decision-making in relation to the day-to-day operations relative to the assets.

The Investment Committee reject a recommendation if, in its view, the proposal does not meet the established investment criteria or if the proposed investment is otherwise not in the best interests of Investors.

When assessing the suitability of loans, the Investment Manager and the Investment Committee review prospective opportunities ahead of a formal evaluation and due diligence process, taking all relevant considerations into account.

### 6.2 CONFLICTS AND RELATED PARTY TRANSACTIONS

The Trustee may identify conflicts between its duties to Investors as trustee of the Fund, 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 Trust Deed, ASIC policy and the law.

The Trustee and Investment Manager are related entities. The Trustee and Investment Manager may enter transactions with other related entities from time to time. All transactions will be affected at market rates.

The Investment Manager may be paid by ICFG, a Borrower or an ultimate Portfolio Company for its costs in conducting due diligence on an investment opportunity. ICFG, a Borrower or an ultimate Portfolio Company may pay the Investment Manager a due diligence fee of up to 0.5% of the value of each advance made by the Fund under the ICFG Loan Facility.

The Investment Manager may be paid by ICFG, a Borrower or an ultimate Portfolio Company to arrange a loan. ICFG, a Borrower or an ultimate Portfolio Company may pay a borrower application fee of between 1.25% and 2.50 % of the value of each advance made by the Fund under the ICFG Loan Facility.

Entities related to and associated with the Trustee and/or the Investment Manager (where the terms 'related' and 'associated' have the meaning given to those terms in the Corporations Act 2001 (Cth)) may invest in the Fund. Further, entities related to or associated with the Trustee and/or the Investment Manager may invest in ICFG, one or more Borrowers or one or more Portfolio Companies.

The Trustee and Investment Manager will otherwise seek to avoid conflicts of interest. If a conflict of interest arises in the course of a transaction related to the management of the Fund's assets, the transaction will be executed in a legally binding agreement negotiated at arm's length and agreed on commercial terms. In addition, the Trustee will monitor all transactions relevant to the Fund assets.







### 6.3 INVESTMENT COMMITTEE

Infinity Alpha has established an Investment Committee with delegated authority to recommend investment proposals for the Fund to the Trustee. The role of the Investment Committee is to:

- ensure that the Trustee has a reasonable basis to provide debt funding to ICFG and/or any Borrower to which the Fund provides funding directly;
- evaluate each new loan proposal and ensure compliance with the investment criteria; and
- determine the best course of action in the event of default or in circumstances where the financial position of a Portfolio Company deteriorates to a point that requires intervention.

To ensure the integrity of this process, the Investment Manager must:

- ensure that the investment proposal conforms to the investment criteria;
- prepare a due diligence information pack and recommend a rate of return by reference to the risk and return and take other related circumstances into account; and
- present the due diligence information pack to the Investment Committee for review.

If the Investment Committee provides approval, then the Investment Manager may proceed with the new proposal.

If any material information regarding investment changes after approval the Investment Manager must, in a timely manner, inform the Investment Committee of those changes.

The Investment Committee comprises the Investment Manager's executive team or board and an independent member. The Investment Committee is as follows:

- Jack Zhou - Chairman
- Sendy Zhang - Member
- Iris yao - Member
- Pravin Kandeepan - Member

### 6.4 MATERIAL DOCUMENT

#### TRUST DEED

The Trust Deed is the primary document that governs the way the Fund operates and sets out many of the rights, liabilities and responsibilities of both Investors, the Trustee and the Investment Manager.

#### INVESTMENT MANAGEMENT AGREEMENT

The Investment Management Agreement is between the Trustee and Infinity Alpha under which Infinity Alpha provides investment management services to the Fund.

The Investment Management Agreement sets out Infinity Alpha's obligations to the Trustee and to the Fund. The agreement also contains the arrangements in relation to the fees and costs that are summarised in Section 11.

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 Infinity Alpha is in material breach of the agreement, and that breach has not been remedied within a certain time. There are also provisions allowing the Trustee to terminate if, for example, Infinity Alpha becomes insolvent.

If the Trustee is replaced, then it is intended that the Investment Management Agreement will continue to operate on the same terms as between Infinity Alpha and the new trustee of the Fund.

#### COPIES OF MATERIAL DOCUMENTS

Copies of the Trust Deed and other important documents are available free of charge on request from the Investment Manager. You should consider whether it is necessary for you to obtain independent advice on any of the material documents.



## 7. MAKING INVESTMENTS AND WITHDRAWALS

### 7.1 HOW TO INVEST

An investment in the Fund is only available to prospective Investors who first receive this IM and lodge an Application Form within Australia. Submitting an Application Form allows the Trustee to know there is an interest in investing in the Fund by a prospective Investor and determine whether the Investor is an eligible Wholesale Client.

To invest in the Fund, please read this IM and then: (a) complete and lodge an original signed paper copy of the Application Form; or (b) complete and submit the online Application Form; and (c) pay your application monies, in accordance with the instructions on that form.

When you apply to invest in the Fund, your application money is held in an application account on trust until we accept your application. We can decline an application at our discretion and we are not required to give a reason for declining an application. We will issue Units for successful applications within 30 days of the application being accepted.

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

The Trustee may, in its absolute discretion, reject in whole or in part any application. The Trustee need not give any reason for rejection. In exceptional circumstances, where it is considered to be in the best interest of Investors, the processing of all applications may be suspended. If this occurs, your application will be processed using the next available date where Units are issued.

If your application is declined, your application money will be returned promptly (without interest). Any interest earned on the application money will form part of the assets of the Fund.

### 7.2 WITHDRAWALS

Withdrawals are not permitted during the Minimum Term and the Investment Manager is not under any obligation to process a Withdrawal Request from an Investor during the Minimum Term.

The Investment Manager may at its discretion consider a request from an Investor who needs, through unforeseen or exceptional circumstances, to withdraw part or all of their investment prior to the end of the Minimum. The Withdrawal Request may then be accepted if a substitute Investor is available.

Following the Minimum Term, Investors can request to redeem their units by submitting a Withdrawal Request in such form and manner as the Trustee may determine from time to time. Subject to available liquidity and the investment being held for the Minimum Term, the Trustee expects to redeem those Investors who have submitted a Withdrawal Request at the end of each quarter. In order to be considered for redemption at the end of a quarter, Withdrawal Requests require notice to the Trustee at least 30 Business Days before the end of that quarter.

Where there is insufficient liquidity to satisfy all Withdrawal Requests in a Class, Investors' redemptions will be satisfied on a pro-rata basis each calendar quarter until all Withdrawal Requests in the Class are satisfied.

Withdrawal Request Forms are available on the Trustee's website and are required to be submitted at least 30 Business Days prior to the end of the calendar quarter from which they want to be redeemed.

Under the terms of the Trust Deed, in certain situations, the Trustee is able to, among other things, suspend all redemptions or compulsorily redeem Investors where it believes that doing so is in the best interests of Investors in the Fund. The Trustee is not required to give effect to any Withdrawal Request.

Investors may also apply to the Investment Manager to sell or transfer Units. However, it should be noted that there will not be any established secondary market for the sale of Units. If you want to sell your Units, then under the law there are certain restrictions placed on the Fund in relation to the level of assistance the Investment Manager and/or Trustee can give you. Subject to those restrictions, the Investment Manager will endeavour to assist you should you wish to sell.







## 8. UNIT PRICING AND DISTRIBUTION

### 8.1 HOW WE CALCULATE UNIT PRICES

The Unit price of each Unit is valued at cost. Each Unit will be valued at AUD 1.00 with each dollar invested buying 1 Unit.

Investment Manager has powers under the Fund's Trust Deed to revalue a unit price if it considers that a particular Investment has changed in value (e.g. in the event that unforeseen transaction costs are incurred by the Fund).

For Unit price updates please visit the Investment Manager's website at [www.iafm.com.au](http://www.iafm.com.au).

### 8.2 DISTRIBUTION PAYMENTS

Any interest earned on an advance to ICFG under the ICFG Loan Facility (less fees and costs) will be paid to holders of Class A Units.

Any interest earned on an advance to a Borrower under a loan facility in place from time to time between the Fund and that Borrower (less fees and costs) will be paid to holders of Class B Units.

The Fund intends to pay distributions to holders of Class A Units monthly, subject to the availability of funds. The method and frequency of payment of distributions to holders of Class B Units will vary depending on the terms of the loan facilities that the Fund enters into directly with Borrowers from time to time.

Any distributions will be paid by electronic funds transfer into your nominated financial institution account and, where a distribution is paid, this will typically occur within 15 Business Days after the last day of each month by direct debit to your nominated account.

## 9. BENEFITS

The Investment Manager considers the benefits of investing in the Fund to be:

- **Monthly distributions:**  
Distributions to investors will be paid monthly in arrears.
- **Distributions paid by direct deposit:**  
Distributions are automatically deposited via electronic funds transfer to your nominated financial institution account.
- **Fund assets held by Custodian:**  
The legal title to all Fund assets will be held by the Custodian, in its capacity as agent of the trustee of the Fund. The Custodian is independent from the trustee.
- **Regular reporting:**  
We will provide investors with regular distribution statements and annual tax statements to help them keep track of their investment.



## 10. RISKS

Like any investment, there are risks associated with investing in the Fund. There are several risk factors that could affect the performance of the Fund and the repayment of the Investor's capital. Many risk factors fall outside of the Trustee and the Investment Manager's control and cannot be completely mitigated.

The following is a non-exhaustive list of the main risks associated with investment in the Fund. Investors should consider and weigh them up carefully and make their own assessment as to whether they are comfortable with them.

### GENERAL INVESTMENT RISK

The value of an investment may rise or fall, distributions may or may not be paid and an Investor's capital may or may not be returned.

### DEFAULT AND CREDIT RISK

The repayment of capital invested in the Fund is not guaranteed. This means that you could lose some or all of your investment in the Fund.

There is a risk that a borrower may not be able to meet its financial obligations under a loan agreement. This may be for a wide range of reasons, including a change in the individual financial or other circumstances of a borrower or a change in the economic climate generally.

The financial position of a borrower is influenced by the value of the asset, general economic, and specific industry conditions. If a borrower defaults under their respective contractual arrangements, there can be no guarantee that all of the principal and interest owing by the borrower will be recovered. This will affect the value of an Investor's investment in the Fund.



## 10. RISKS

### RETURN RISK

The Fund seeks to deliver returns (primarily interest income) to Investors. The Fund is targeting returns which are higher than the interest paid on basic deposit products. However, Investors should note that an investment in the Fund is not an investment in an ADI (such as a bank) regulated by APRA and an investment in the Fund carries more risk than an investment in a bank. As a general rule, higher potential returns have higher levels of uncertainty (high risk) than investments with lower potential returns and low levels of uncertainty (low risk).

The Target Return is not a forecast. The Fund may not be successful in meeting this objective and returns are not guaranteed.

None of the Trustee, the Investment Manager nor any other person or entity guarantees any income or return from an investment of the Fund.

### OPERATIONAL RISK

The performance of the Fund is highly reliant on the Trustee and the Investment Manager.

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 of the Fund and thus affect the ability to pay distributions or reduce the value of the Units.

Operational risks of the Trustee and the Investment 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 to achieve its investment objectives. If the Investment Manager were not to continue in its role, the Fund may not be able to achieve these objectives.

### RELATED PARTY TRANSACTIONS

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

The Investment Manager is a related party of the Trustee. The contractual arrangements between the Trustee and the Investment Manager contain market standard terms and conditions. However, neither the Trustee nor the Investment Manager represents that the arrangements between them are negotiated on an arm's length basis. By investing in the Fund, Investors acknowledge that the relationship between the Trustee and the Investment Manager are not negotiated on an arm's length basis, and that they have made their own independent investigations to satisfy themselves in respect of this relationship. The Trustee and the Investment Manager also may from time-to-time enter into transactions with other related entities.

The Investment Manager intends to make investments through ICFG and Borrowers, being related parties of the Investment Manager. Conflicts may therefore arise between the Investment Manager's

obligations to the Fund, and other interests of ICFG, the Borrowers and the Investment Manager. For instance, the Investment Manager may be concerned to avoid enforcing any security against ICFG or a Borrower or reluctant to take other action to enforce its rights under the ICFG Loan Facility or such other loan facilities as are in place from time to time with Borrowers. The Investment Manager will manage any conflicts in accordance with its conflicts of interest policy, the Trust Deed, ASIC policies and the law.

By investing in the Fund, Investors acknowledge that the Investment Manager is responsible for making investment decisions for the Fund and that they have made their own independent investigations to satisfy themselves of the benefit of becoming an Investor in the Fund.

### SECURITY RISK

There is no guarantee that the security provided in support of a loan will be sufficient or effective to cover any losses incurred as a result of a default by a borrower. Where such security is insufficient or ineffective, this may result in diminished investment returns to Investors in the Fund.

### EARLY REPAYMENT

Early repayments by ICFG of loan monies received under the ICFG Loan Facility will impact the expected returns of the Fund.

### 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 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 Australian Financial Services Licence held by the Trustee thereby preventing the continued operation of the Fund.

### LIQUIDITY RISK

The Fund is an illiquid investment.

This is the risk stemming from the lack of marketability of an investment that cannot be bought or sold quickly enough to prevent or minimise a loss or make a profit.

There is currently no secondary market for Units in the Fund, and it is unlikely that any active secondary market will develop. There are substantial restrictions upon the transferability of Units under the Fund documents and applicable securities laws.

You should only consider an investment in this Fund if you are not likely to require access to your investment in the short to medium term.



## **INFORMATION NOT COMPLETE OR ACCURATE**

The Trustee is not in a position to confirm the completeness, genuineness or accuracy of any information or data included in this IM. A significant amount of the material provided in this IM was supplied by third parties including the Investment Manager. This information has not been audited or independently reviewed.

## **TAX RISK**

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

## **OPERATING HISTORY**

The Fund is a new fund. 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, a number of the targeted investment types could be considered to require detailed market and industry knowledge, and there can be no assurance that the Fund's investments will achieve the Target Return or will avoid a loss.

## **DOCUMENTATION RISK**

A deficiency in documentation could, in certain circumstances, adversely affect the return on a loan. This may make it difficult for the Fund, ICFG or a Borrower to enforce a loan and other security (if any) in respect of the loan and may also affect its ability to recover any penalties imposed against a borrower.

## **MARKET RISK**

This is the risk that negative market movements will affect the price of assets within a particular market. By their nature, markets experience periods of volatility involving price fluctuations of varying magnitudes.

## **VALUATION RISK**

The valuation of the secured property for a loan may be inaccurate or not accurately reflect its true value at the time the valuation is undertaken. If the valuation of the secured property for a loan is incorrect, then the amount realised on the sale of a security property may not cover the amount owing to the seller.

## **FEES AND EXPENSES**

The Fund will incur fees and expenses regardless of whether it is successful. The Fund will pay management fees whether or not it receives its returns.

In addition, the Fund will also be required to pay management fees whether the funds raised are fully utilised or not. The Fund must therefore ensure that sufficient liquidity is maintained in order to meet these and other expenses.

The Trustee and the Investment Manager expect to incur costs and expenses in seeking to source, evaluate, structure, negotiate, close, monitor and exit an investment including, but not limited to, financial, legal, technical, regulatory, commercial advisers, engaged to assist the Trustee and the Investment Manager in seeking to source, evaluate, structure, negotiate, close, monitor and exit the investment. There can be no assurance that the Fund will be successful in being able to recover these fees and expenses from a successfully closed investment.

These amounts may be significant and could have an adverse impact on the return that Investors might otherwise realise.

## **CURRENCY RISK**

The Fund's investments will be domiciled in Australian dollars and therefore the weakening of a country's currency relative to the Australian dollar will negatively affect the value of the Fund from the perspective of an international investor.

## **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 or directors' and officers' insurance policies 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. The Fund is reserved to Wholesale Clients who are aware of the risks involved in an investment such as the Fund and who accept that they will have recourse only to the Fund's assets in existence at any given time.

## **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. 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.

Whilst the Investment Manager has taken steps to ensure that the information presented in this IM is correct, 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.

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.





## 11. FEES AND OTHER COSTS

This section sets out the fees and costs (excluding GST unless otherwise stated) that Investors or the Fund may be charged. To the extent that any variable described in this section relates to more than one Class of Units, that variable will be apportioned to each Class in the same proportions as the aggregate value of the Units in that Class bears to the aggregate value of Units in all Classes to which the variable relates.

**Management fee:** The Investment Manager is entitled to a management fee of 2% (including GST) per annum of the value of the Fund, accrued daily and payable monthly in arrears.

**Performance fee:** Nil

**Entry and exit fees:** Nil

**Other fees:** Nil

For the avoidance of doubt, returns to the Fund are limited by the amount of interest payable under the ICFG Loan Facility (for Class A Units) or under the loan facility agreements entered into by the Fund directly with Borrowers from time to time (for Class B Units). The Fund will not receive returns referable to the performance of investments in downstream entities.

### Fund expenses

The Investment Manager expects to pay all Fund expenses from its own resources (being returns passed through to the Investment Manager from investments in Authorised Investments) and such expenses will not be paid from the interest payments from the loan or from other Fund assets. However, where the Investment Manager has insufficient resources to pay all Fund expenses, the Investment Manager reserves the right to seek reimbursement for Fund expenses out of the assets of the Fund.

### 11.1 PAYMENT OF FUND FEES AND COSTS

The Investment Manager has agreed to pay the fees and expenses payable by the Fund until such time as they are able to be paid from the assets of the Fund and may at the discretion of the Trustee be reimbursed from the Fund's assets for these payments. For the avoidance of doubt, this applies only to fees and expenses that would ordinarily be payable out of the Fund as disclosed in this IM, if the Fund had sufficient assets.

### 11.2 EXPENSES

Expenses mean costs incurred by the Trustee in the administration of the Fund and include fees payable to the auditor and compliance plan auditor and also include other administrative expenses such as accounting and legal advice, audit fees, insurance, consulting fees, costs relating to Unit holder meetings and registry fees.

The Trust Deed does not limit the amount that the Trustee can recover from the Fund as expenses, provided they are properly incurred in operating the Fund.

### 11.3 DIFFERENTIAL FEES

The Trustee and or the Investment Manager may rebate fees on an individual basis as permitted by the Corporations Act and ASIC relief.

### 11.4 CHANGES TO FEES AND EXPENSES

The Trustee may change the fees and expenses referred to in this IM. The Trustee will provide at least 30 days' notice to Investors of any proposed increase in fees or expense recoveries or introduction of new fees.

### 11.5 GOODS AND SERVICES TAX

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

### 11.6 WAIVER AND DEFERRAL OF FEES

The Trustee may, in its discretion, accept lower fees and expenses than it is entitled to receive, or may agree to defer payment of those fees and expenses for any time. If payment is deferred, then the fee or expense will accrue until paid.

All deferred fees and expenses will also be paid upon any retirement or removal of the Trustee.





## 12. TAX

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.

### 12.1 TAX FILE NUMBER AND AUSTRALIAN BUSINESS NUMBER RISK

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.

### 12.2 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.

### 12.3 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).







## 13. KEY DOCUMENTS

### 13.1 TRUST DEED

The Trust Deed is the primary document that governs the way the Fund operates and sets out the rights, liabilities and responsibilities of both the Trustee and Investors.

The Trust Deed allows the Trustee to issue different Classes of Units. Each Unit confers on the Investor a beneficial interest in a Class as an entirety and does not confer an interest in a particular part of the Fund or the Fund's assets. At this stage, the Trustee intends to issue two Classes of Units, being Class A Units and Class B Units.

The Trust Deed provides that the assets referable to each Class of Units will be held separate from the assets referable to any other Class of Units. The assets referable to each Class will be fully segregated, and holders of Units in any one Class may have recourse only to the assets referable to the Class of Units which they hold.

Subject to the Trust Deed, as an Investor you also have the following rights:

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

The Trust Deed also contains provisions about convening and conducting meetings of Investors.

The Trustee can amend the Trust Deed without Investors' approval provided it reasonably considers the change will not have a materially adverse effect on Investors' rights. The Trust Deed can also be amended by a special resolution passed by Investors.

The Trustee may appoint delegates, attorneys, or agents to perform any act, carry out any obligation or exercise any of its powers, as well as advisers to assist it with its duties and functions.

The Trustee has a right to be fully indemnified out of the assets of the Fund in respect of any loss, liability or damage suffered or incurred by it in connection with the Fund except in the case of its own fraud. The Trustee is indemnified and entitled to be reimbursed out of the assets of the Fund for all expenses properly incurred in relation to the Fund.

### 13.2 INVESTMENT MANAGEMENT AGREEMENT

The Investment Management Agreement is between the Trustee and Infinity Alpha under which Infinity Alpha provides investment management services to the Fund.

The Investment Management Agreement sets out Infinity Alpha's obligations to the Trustee and to the Fund. The agreement also contains the arrangements in relation to the fees and costs that are summarised in Section 9 and Section 10.

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 Infinity Alpha is in material breach of the agreement, and that breach has not been remedied within a certain time. There are also provisions allowing the Trustee to terminate if, for example, Infinity Alpha becomes insolvent.

If the Trustee is replaced, then it is intended that the Investment Management Agreement will continue to operate on the same terms as between Infinity Alpha and the new trustee of the Fund.





## 14. ADDITIONAL INFORMATION

### 14.1 LABOUR STANDARDS OR ENVIRONMENTAL, SOCIAL OR ETHICAL CONSIDERATIONS

The Trustee and the Investment Manager do not take into account labour standards or environmental, social and ethical considerations when selecting, retaining or realising any investments in any of the Classes of the Fund.

### 14.2 PRIVACY

The application process requires you to provide personal information to the Trustee and/or the Investment Manager. The Trustee and/or the Investment Manager collects this personal information so that it can process and administer any application for investment in the Fund you make. Additionally, the Trustee and/or the Investment Manager collects this information in order to administer, manage and generally service your investment in the Fund.

The Trustee and/or the Investment Manager will normally collect personal information directly from you. However, in certain circumstances, the Trustee and/or the Investment Manager may collect personal information about you from third parties, such as the third-party service providers of the Trustee.

If you do not provide the personal information requested or provide incomplete or inaccurate information, the Trustee and/or the Investment Manager may not be able to accept or process your application for an investment in the Fund or may be limited in the services or assistance the Trustee and/or the Investment Manager can provide with respect to the administration of any investment you subsequently make in the Fund.

The Trustee and/or the Investment Manager may disclose your personal information to any third-party service provider it may engage to provide custody, administration, technology, auditing, mailing, printing or other services and our professional advisers (including legal and accounting firms, auditors, consultants and other advisers).

Such third parties may use and disclose your personal information for a purpose described in this Privacy Statement which may involve the transfer of your personal information outside of Australia (including to countries where there may be less stringent data protection laws) to process personal information on our behalf. Where this is the case, it may not be possible to ensure that the overseas recipient does not breach the Australian Privacy Principles ('APP') in relation to your personal information.

In providing us with your personal information, you consent to the possibility that your personal information may be transferred outside of Australia for processing and agree that APP 8.1 shall not apply to the disclosure, nor will the Trustee and/or the Investment Manager be liable under the Privacy Act 1988 (Cth) (**Privacy Act**) in the event that the recipient does not act consistently with the APPs.

The Trustee and/or the Investment Manager may also collect certain personal information from you and/or disclose your personal information to the government or regulatory bodies where permitted or required to do so by law. For example, the Trustee and/or the Investment Manager may be required to collect and disclose certain information in order to comply with the identification and verification requirements imposed under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006. For certain Investors, the Trustee may also be required to collect and disclose certain personal information to the ATO in order to comply with the Foreign Account Tax Compliance Act.

If you notify the Trustee and/or the Investment Manager that you have a financial adviser, either on your Application Form or in writing (at a later date), you consent to the Trustee and/or the Investment Manager disclosing to that financial adviser details of your investment in the Fund and/or other related personal information.

The Trustee and/or the Investment Manager will take reasonable steps to ensure that the personal information about an Investor or other relevant person that it collects, uses or discloses is accurate, complete and up to date. You or another relevant person can request access to your personal information or a copy of the Privacy Policy by telephone or writing to the Privacy Officer at:

Privacy Officer

Infinity Alpha Funds Management Pty Ltd

Suite 34.02, 201 Elizabeth Street Sydney NSW 2000

The Privacy Policy is also available at:

[www.iafm.com.au/wp-content/uploads/2023/02/20230104\\_IAFM-Privacy-Policy\\_v1.0.pdf](http://www.iafm.com.au/wp-content/uploads/2023/02/20230104_IAFM-Privacy-Policy_v1.0.pdf)

### 14.3 CONSENTS

Each of the following parties has given their written consent to act in the position and role set out in the directory:

- Crown Funds Management Pty Ltd;
- Infinity Alpha Funds Management Pty Ltd; and
- Certane CT Pty Ltd

Where applicable, they have consented to the information attributed to them in this IM in the form and context in which they have been included. Further, none of these parties has withdrawn their consent prior to the date of this IM.



## 14. ADDITIONAL INFORMATION

### 14.4 CUSTODIAN

Certane CT Pty Ltd (ACN 106 424 088, AFSL 258829) (**Certane**) is a respected and leading provider of corporate trustee solutions to the financial services industry, having emerged from a business which has been providing custody and trustee services for over 130 years. Certane provides financial institutions and entrepreneurs with the technology and infrastructure they need to successfully build and grow investment funds.

The Trustee has appointed Certane under a Custodian Agreement. The Custodian's role is to hold the assets in its name and act on the direction of the Trustee and Investment Manager to effect cash and investment transactions.

Certane has no supervisory role in relation to the operation of the Fund and has no liability or responsibility to a unit holder or any investor for any act done or omission made in accordance with the Custodian Agreement.

Certane's role as Custodian is limited to holding the assets of the Fund.

#### Disclaimer

Certane has not withdrawn its consent to be named in this Information Memorandum as custodian of the Fund in the form and context in which it is named. Certane does not make or purport to make, any statement that is included in this Information Memorandum and there is no statement in this Information Memorandum which is based on any statement by Certane.

To the maximum extent permitted by law, Certane expressly disclaims and takes no responsibility for any part of this Information Memorandum other than the references to its name. Certane does not guarantee the repayment of capital or any particular rate of capital or income return.

#### FATCA

Investors to provide certain information

If requested by the Trustee, the Investor agrees, and it is a condition of the issue of the Units, to provide certain information required by it or the Trustee/Custodian in order to comply with any applicable law, including the United States Foreign Account Tax Compliance Act (**FATCA**).

#### Privacy

Certane CT Pty Ltd (Certane) may collect your personal information for the primary purpose of providing custodial services to the Trustee and for ancillary purposes detailed in the Privacy Policy. Certane may disclose your personal information, such as, your name and contact details, along with your account information to its related bodies corporate, the Trustee, Investment Manager, professional advisers and/or as otherwise instructed by the manager. We are also permitted to collect and disclose your personal information when required or authorised to do so by law. Certane is not likely to disclose your personal information to overseas recipients. Your personal information will be used in accordance with Certane's Privacy Policy. The Privacy Policy contains information about how you may access or correct your personal information held by Certane and how you may complain about a breach of the Australian Privacy Principles. You may obtain a copy of Certane's Privacy Policy at <https://cdn.trusteecloud.com/66460bcf-423f-45d1-9c38-397277dbcc30/privacy-policy>.



## 15. GLOSSARY

TERM	MEANING
<b>Application Form</b>	means the application form included in or accompanied by this IM.
<b>Authorised Investment</b>	means an approved investment by a Borrower in a Portfolio Company.
<b>Borrower</b>	means a special purpose vehicle through which ICFG (for Class A Units) or the Fund (for Class B Units) intends to make Authorised Investments in Portfolio Companies.
<b>Business Day</b>	means a day on which Australian banks are open for business in Melbourne.
<b>CAR</b>	means Corporate authorised representative.
<b>Class</b>	means a class of Units in the Fund.
<b>Corporations Act</b>	means the Corporations Act 2001 (Cth).
<b>ICFG</b>	means Infinity Capital Financial Group Pty Ltd ACN 649 538 223.
<b>ICFG Loan Facility</b>	means the loan facility in place between the Trustee and ICFG.
<b>Infinity Alpha or Investment Manager</b>	means Infinity Alpha Funds Management Pty Ltd ACN 650 954 279.
<b>Infinity Group</b>	means the corporate group comprising the Trustee, Infinity Alpha, ICFG and their respective related parties.
<b>IM</b>	means this Information Memorandum in respect of the offer of Units in the Fund.
<b>Investment Management Agreement</b>	means the investment management agreement between the Trustee and the Investment Manager dated 24 August 2022.
<b>Investor</b>	means a holder of Units.
<b>Minimum Term</b>	means the minimum investment term of 3 months, during which an Investor will not be able to withdraw from the Fund.
<b>Offer</b>	means Offer of Units in the Fund pursuant to this IM.
<b>Portfolio Company</b>	means an underlying entity in which a Borrower invests (or proposes to invest) using funds sourced from ICFG and ultimately the Fund (for Class A Units) or directly from the Fund (for Class B Units).
<b>Trust Deed</b>	means the trust deed for the Fund dated 15 October 2022, as amended from time to time.
<b>Trustee</b>	means the trustee of the Fund, being Crown Funds Management Pty Ltd ACN 662 195 628 AFSL No 544636 as of the date of this IM.
<b>Unit</b>	means a unit in the Fund.
<b>Wholesale Client</b>	means 'wholesale client' as defined under section 761G of the Corporations Act.
<b>Withdrawal Request</b>	means a written request by an Investor in a form approved by the Trustee to withdraw Units from the Fund.



## 16. CORPORATE DIRECTORY

### Trustee

Crown Funds Management Pty Ltd ACN 662 195 628

### Investment Manager

Infinity Alpha Funds Management Pty Ltd ACN 650 954 279  
Suite 34.02, 201 Elizabeth Street,  
Sydney NSW 2000  
Telephone: 02 8029 0408  
Email: [info@iafm.com.au](mailto:info@iafm.com.au)  
Internet: [www.iafm.com.au](http://www.iafm.com.au)

### Custodian

Certane CT Pty Ltd  
Level 19, 60 Castlereagh Street, Sydney NSW 2000



## 17. APPLICATION FORM

☐ Individual
 ☐ Company
 ☐ Trust
 ☐ Superannuation
 ☐ Partnership

Infinity Alpha Funds Management Pty Ltd (ACN: 650 954 279) is the issuer of this Application Form for the Alpha Selective Investment Fund.

If you wish to express an interest in making an investment in the Fund, this Application Form should be completed and returned to Infinity Alpha along with the required supporting information.

\*Electronic signature (via DocuSign or similar) is permitted.

### Unit Class

☐ Class A Units
 ☐ Class B Units

### Payment of application amount

Make payment of application money by electronic funds transfer to the following account:

**Account name:** Certane CT Pty Ltd ACF Alpha Selective Investment Fund Applications Account

**Bank:** National Australia Bank

**BSB:** 082-067

**Account no.:** 295340896

Include your Name in the description

### SECTION A INDIVIDUAL INVESTOR DETAILS

If there are more than two (2) applicants, including trustees or company directors, please provide their full details on a separate page.

	APPLICANT 1	APPLICANT 2
Investor Type (circle)	<input type="checkbox"/> Individual <input type="checkbox"/> Trustee <input type="checkbox"/> Joint <input type="checkbox"/> Partner <input type="checkbox"/> Company Director	<input type="checkbox"/> Individual <input type="checkbox"/> Trustee <input type="checkbox"/> Joint <input type="checkbox"/> Partner <input type="checkbox"/> Company Director
Title		
Surname		
Given Names		
Any other names known by		
Date of Birth		
Occupation		
Country of citizenship/s		
Tax File Number or Exemption Reason		
Tax Residence Country (non-Australian residents)		
US citizen or resident of the US for tax purposes	US Taxpayer Identification Number (TIN)	US Taxpayer Identification Number (TIN)
	If TIN is provided, please contact our office to obtain a FATCA Self Declaration Form and submit this with your Application Form.	



**ADDRESS & CONTACT DETAILS**

	APPLICANT 1	APPLICANT 2
Residential Street Address		
City, State, Province		
Postcode		
Country (if not Australia)		
PO Box or Postal Address (if different to residential address)		
Contact person		
Phone (home)		
Phone (work)		
Mobile		
Fax		
Email		
Communication Preference	<input type="checkbox"/> Email <input type="checkbox"/> Post	
Name of Applicant nominated to receive Fund communications on behalf of all Applicants	(If an Applicant's name is included in this section the Fund will only send Fund communications to this Applicant. If this section is blank all Applicants will receive copies of all Fund communications).	

**SECTION B ORGANISATION/TRUST DETAILS**

If you are investing in the name of a company, trust, partnership or other entity you must complete both section A & B.

Entity Type (circle)	<input type="checkbox"/> Company <input type="checkbox"/> Partnership	<input type="checkbox"/> Trust <input type="checkbox"/> Sole Trader	<input type="checkbox"/> Superannuation Fund <input type="checkbox"/> Other
Full name of Entity			
Nature of Business/type of trust			
Corporate Trustee Name			
ACN/ARBN			
ABN			
Tax File Number or Exemption Reason			
Tax residence Country (non-Australian residents)			
A company, partnership, trust or association established under the laws of the US or a US taxpayer	Entity's US taxpayer Identification Number (TIN)	If TIN provided, please complete the FATCA Details form. Please contact our office if you require this form	
Associations/Other Governing legislation/jurisdiction			Registration Number
Individuals who hold 25% or more of the company, trust or partnership	Individual 1	Individual 2	
	Individual 3	Individual 4	
<b>ADDRESS DETAILS</b>	<b>REGISTERED OFFICE</b>	<b>PRINCIPAL PLACE OF BUSINESS</b>	
Street Address			
City, State, Province & Postcode			
Country if not Australia			



## SECTION C WHOLESALE CLIENT STATUS

Please place a cross (x) in the box to indicate which of the following wholesale client tests you satisfy and attach the relevant supporting documents:

- ☐ You are investing at least \$500,000 in the Fund (in certain circumstances the \$500,000 minimum may be reached by aggregate investments in the Fund - please contact us if you would like us to consider aggregate investments). If joint holders, the minimum is \$500,000 for each applicant. No additional documents are required to be submitted. You are not able to rely on this exemption to the extent your investment in the Fund includes superannuation sourced money.
- ☐ You are a "professional investor", as that term is defined in the Corporations Act. You may be requested to provide evidence of your "professional investor" status.
- ☐ You have net assets of at least \$2.5 million, which may include assets of companies and funds that you control. Attach a certificate issued by a qualified accountant (which is less than two years old) certifying this asset position.
- ☐ You had, for each of the last two financial years, a gross income of at least \$250,000, which may include the income of companies and funds that you control. Attach a certificate issued by a qualified accountant (which is less than two years old) certifying this income position.
- ☐ You are a sophisticated investor (as that term is defined in section 761GA of the Corporations Act). Attach a certificate issued by an AFS licensee.

Note: If you do not meet any of the above tests, then please contact us to discuss other available options.

## SECTION D IDENTIFICATION & VERIFICATION OF APPLICANTS

Please refer to the "Investor Identification Guide" that accompanies this Application Form for details of the supporting documents and information you may be required to provide.

- ☐ I/we have attached to this Application Form all of the supporting documents to verify my/our identity.

## SECTION E ACCOUNT AUTHORITIES

Authorisation for account changes and redemptions (circle)

☐ One signatory

☐ All signatories

☐ Other (please specify)

## SECTION F ACCOUNT AUTHORITIES

### BANK ACCOUNT DETAILS

Account Name

BSB

Account Number

Bank/Branch

**SECTION G FINANCIAL ADVISER DETAILS (OPTIONAL)**

If you complete this section the Fund will provide information relating to your investment to your Financial Adviser. You may wish to provide further authority for your Financial Adviser to transact on your account.

Adviser Name	
Company	
Dealer Group	
Contact Name	
Contact Telephone	
Email	

**IDENTITY VERIFICATION DECLARATION**

In accordance with the Financial Services Council/Financial Planning Association Industry Guidance Note 24, I confirm that customer identification has taken place under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) ('Act') and that I will provide the Trustee (as agent for the Trustee) with access to the records as required, or that the industry agreed 'Customer Identification Form' confirming compliance is attached. I also agree to forward these documents to the Trustee if I ever become unable to retain the documents. I understand and agree that the Trustee is authorised to conduct random audits of these records in accordance with its obligations under the Corporations Act.

Signature of Financial Adviser	Date:
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**SECTION H PAYMENTS TO YOUR INVESTMENT REFERRER (OPTIONAL)**

You may instruct us to make certain payments to your Investor Referrer as follows:

Ongoing payments: 0.25% p.a.	
Name of Referrer:	
I instruct the Trustee to pay the nominated referrer the Ongoing Payment on a regular basis as detailed above.	
Signature of Investor	Signature of Investor
Date	Date

**SECTION I DECLARATION & SIGNATURE**

1. I/We hereby submit an Application Form with the Alpha Selective Investment Fund. ("the Fund").
2. I/we declare that this IM was received and accepted in Australia and all information in this Application Form is true and correct.
3. I/we declare that I/we have personally received and read Part A of the Fund Information Memorandum in full and agree to be bound by it.
4. If signing electronically, by inserting my/our signature(s) electronically and sending it/them via the internet I/we intend to be bound thereby, and I/we understand and agree that my/our electronic signature(s) is/are the equivalent of a manual written signature.
5. I/we indemnify Infinity Alpha Funds Management Pty Ltd, ACN 650 954 279 against any liabilities whatsoever arising from acting on any information I/we provide in connection with this Application Form.
6. If this Application Form is signed under Power of Attorney, the Attorney declares that he/she has not received notice of revocation of the power.
7. I/we agree that, until I/we inform the Trustee otherwise, I/we will be taken to have consented to the following uses of our personal information:
  - a. processing my/our Application Form;
  - b. providing or marketing products and services to me/us (unless I/we have opted out);
  - c. administering, managing, monitoring, auditing, and evaluating products and services;
  - d. ensuring compliance with all applicable regulatory or legal requirements, including the requirements of the Australian Taxation Office, Australian Transaction Reports and Analysis Centre and other regulatory bodies or relevant exchanges; and
  - e. other uses relevant and reasonable in the circumstances.
8. I/we understand that the Trustee may accept or reject this Application Form in whole or in part.
9. I/we understand that if we fail to provide any information requested or do not agree to any of the possible uses or disclosure of our information as detailed in the Information Memorandum, our Application Form may be rejected by the Trustee and the Trustee is released and indemnified in respect of any loss or liability arising from its inability to accept an Application Form due to inadequate or incorrect details having been provided.
10. The Trustee (or their associates, directors, employees or agents) have not provided me/us with financial product advice regarding an investment in the Fund, that has taken into account my/our objectives, financial situation or needs. I/we acknowledge that I/we have had the opportunity to seek independent professional advice regarding the legal, taxation and financial implications of investing in the Fund.

If there are more than two (2) applicants, including trustees or company directors, please provide their full details on a separate page

Signature of Investor	Signature of Investor:
Date	Date
Name (please print)	Name (please print)
Capacity to execute (circle) <input type="checkbox"/> Applicant <input type="checkbox"/> Director / Secretary <input type="checkbox"/> Power of Attorney <input type="checkbox"/> Trustee	Capacity to execute (circle) <input type="checkbox"/> Applicant <input type="checkbox"/> Director / Secretary <input type="checkbox"/> Power of Attorney <input type="checkbox"/> Trustee

Please do not use this Application Form unless accompanied by the Information Memorandum.

**WHERE TO SEND YOUR APPLICATION FORM**

Completed Application Form (and supporting documents, including cheques)  
should be delivered or mailed to:

<b>Delivery:</b> <b>Infinity Alpha Funds Management Pty Ltd</b> Suite 34.02, 201 Elizabeth Street, Sydney NSW 2000	<b>Post:</b> <b>Infinity Alpha Funds Management Pty Ltd</b> Suite 34.02, 201 Elizabeth Street, Sydney NSW 2000	<b>Email:</b> info@iafm.com.au
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# 2024



**Infinity**  
**ALPHA**

Funds  
Management

**INFINITY ALPHA FUNDS MANAGEMENT PTY LTD**

**ACN 650 954 279**

Suite 34.02, 201 Elizabeth Street,  
Sydney NSW 2000

[www.iafm.com.au](http://www.iafm.com.au)

02 8029 0408