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ITEM 1. COVER PAGE

# TA Associates Management, L.P.

PART 2A OF FORM ADV: FIRM *BROCHURE*  
FEBRUARY 14, 2012

This brochure provides information about the qualifications and business practices of TA Associates Management, L.P. If you have any questions about the contents of this brochure, please contact us at [Compliance@ta.com](mailto:Compliance@ta.com) or (617) 574-6700. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Additional information about TA Associates Management, L.P. also is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). Registration with the SEC as an investment adviser does not imply a certain level of skill or training.

## **ITEM 2. MATERIAL CHANGES**

This is the initial brochure of TA Associates Management, L.P., a Delaware limited partnership (the “Manager,” and together with its affiliates, “TA,” “TA Associates” or the “Firm”) and therefore this section is not applicable.

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## **ITEM 4. ADVISORY BUSINESS**

The Manager provides investment advice to pooled investment vehicles (the “TA Funds,” individually a “TA Fund” or the “Client”) with respect to the acquisition, management and dispositions of investments, which consist primarily of profitable, private middle-market growth companies globally. The TA Funds are exempt from registration under the Investment Company Act of 1940, as amended (the “1940 Act”) and the TA Funds securities are not registered under the Securities Act of 1933, as amended (the “1933 Act”). TA Associates has been in the business of providing investment advice since 1968.

TA Associates, L.P. is the general partner of the Manager and TA Associates US Holding Corp. is the general partner of the general partner. TA Associates Management Holding, L.P. holds all limited partnership interests in the Manager and the Managing Directors, Senior Advisors and Advisor of TA Associates hold the limited partnership interests in TA Associates Management Holding, L.P. No individual holds twenty-five percent or more of TA Associates.

The TA Funds come in two varieties, both focusing on “growth private equity,” which seek out and originate investments generally in the technology, financial services, healthcare, business services and consumer industries. TA’s growth private equity investment strategy combines a focus on growth, similar to venture capital investing, with a focus on the established business models and positive cash flow of the buyout business, resulting primarily in investments in middle-market growth private companies. The first variety of funds focuses on equity investments (the “Equity Funds,” individually an “Equity Fund”) with separate funds primarily for US and non-US investors.

The second variety of funds focuses on subordinated debt investments (the “Sub Debt Funds,” individually a “Sub Debt Fund”), which invest principally in profitable, private, growth companies in current yielding redeemable securities senior to the common equity and the sponsor’s preferred equity. At least 75% of such subordinated debt investments must be made alongside investments by the Equity Funds. Currently 100% of the subordinated debt investments are made alongside the Equity Funds. While TA provides advice focused on growth private equity and subordinated debt investments, TA may recommend other types of investments as appropriate under the terms of the TA Fund limited partnership agreements.

The Manager maintains a separate investment advisory agreement with the general partner of each of the TA Funds (the “Fund GPs”). The investment recommendations and advice provided with respect to a TA Fund is subject to the direction and control of the affiliated Fund GP of such TA Fund. Each TA Fund has specific investment criteria as well as investment restrictions and limitations, which are set forth in the fund documentation for each such TA Fund.

TA has established certain special purpose funds that are used for the purpose of enabling its eligible investment professionals (the “Employee Funds”) and certain friends of the firm, primarily senior management of the current and past portfolio companies, (the “Strategic

Partners Funds”) to co-invest in the same investments made by other TA Funds. The obligation or right of the Employee Funds and/or the Strategic Partners Funds to co-invest and the amount of the co-investment are typically specified in the partnership agreement or other documents of the TA Fund with which they co-invest.

As of February 10, 2012, the Manager manages approximately \$10,630,700,000 of client assets, all of which is managed on a discretionary<sup>1</sup> basis.

## **ITEM 5. FEES AND COMPENSATION**

Each Fund GP typically charges management fees to the TA Fund it manages and also receives performance-based fees as described in Item 6 of this brochure. The amount and terms of payment of the management fees and performance-based fees charged to each TA Fund (and the terms of the reimbursement of expenses) are determined through negotiations with investors of such TA Fund at such TA Fund’s inception and set forth in the limited partnership agreement of each such TA Fund. The Manager is compensated by the applicable Fund GP for performance of the services described in the investment advisory agreement on a cost plus basis.

As described below, the management fee may be reduced or waived in some circumstances in connection with the receipt by the Manager or its related persons of various fees paid by actual or prospective portfolio companies. The management fee is generally subject to waiver or reduction by a Fund GP in its sole discretion.

To the extent provided in the partnership agreements of the TA Funds, TA will pay out of its management fees certain operating expenses, including expenses on account of rent, utilities, office supplies, office equipment, travel, entertainment, compensation of its Managing Directors and employees (other than carried interest described in Item 6 below) and other routine administrative expenses relating to the services and facilities provided by TA to the TA Funds. Each TA Fund will bear all other expenses relating to it to the extent not borne by its portfolio companies, including legal, accounting, investment banking, consulting, research, brokerage, finders’, custody, transfer, registration, advisory board, interest, taxes and extraordinary expenses, and other similar fees and expenses. Some of these expenses borne by the TA Funds may relate to costs associated with unexecuted transactions. With respect to any brokerage fees incurred in connection with transactions in securities owned by the TA Funds, please refer to Item 12 of this brochure for a description of TA’s brokerage practices.

In their capacity as members of the boards of directors of various portfolio companies, TA and its affiliates may receive certain fees from portfolio companies in connection with the purchase, monitoring or disposition of investments or in connection with unconsummated transactions (e.g. transaction, directors’, consulting, management, investment banking,

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<sup>1</sup> The Manager does not have ultimate investment discretion with respect to the assets of any TA Fund, as such discretion is retained by the applicable Fund GP of each TA Fund.

closing, organization, set-up, topping, break-up and other similar fees). TA Associates may also receive similar fees from companies and third parties other than portfolio companies. The calculation of a reduction varies from fund to fund and is described in the applicable fund documents. Such reductions will be credited on a regular basis. To the extent any such credit would reduce the management fee for a given quarter below zero, such credit will be carried forward for future application. These fees are disclosed in the annual financial statements of the applicable TA Fund.

In order to encourage participation by eligible investment staff, the Employee Funds are not charged management fees or performance-based fees. TA believes participation in Employee Funds is important because it helps to align the interests of TA's investment staff more closely with those of the TA Funds. The Strategic Partners Funds may be charged lower management fees and performance-based fees than the TA Funds.

## **ITEM 6. PERFORMANCE-BASED FEES AND SIDE-BY-SIDE MANAGEMENT**

Subject to the terms of a TA Fund's partnership agreement, the general partner of such TA Fund is allocated a portion of cumulative net profits from the investments of such TA Fund (customarily referred to as a "carried interest"). The percentage of profits allocated as carried interest varies among the TA Funds (and may be eliminated or reduced in the case of the Employee Funds and Strategic Partners Funds as described in Item 5).

Performance-based fee arrangements may create an incentive for TA to recommend investments that could be riskier or more speculative than those that would be recommended under a different fee arrangement. Such fee arrangements also can create an incentive to favor higher fee paying TA Funds over other TA Funds in the allocation of investment opportunities. TA has procedures designed to prevent this conflict from influencing the allocation of investment opportunities among the TA Funds.

## **ITEM 7. TYPES OF CLIENTS**

The Manager provides investment advice and/or recommendations to the TA Funds generally organized as limited partnerships in which an affiliate of the Manager serves as the general partner<sup>2</sup>. Investors in the TA Funds typically include public pension plans, fund of funds, corporate pension plans, university foundations, family offices, insurance companies, banks, other financial institutions and high net worth individuals.

There is typically a minimum dollar amount requirement for the creation of a new TA Fund, which is decided by the applicable Fund GP. This amount varies by TA Fund and is not a

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<sup>2</sup> The Manager does not have ultimate investment discretion with respect to the assets of any TA Fund, as such discretion is retained by the applicable Fund GP of each TA Fund.

specified amount set by the Manager. Additionally, in more recent TA Funds there is generally a minimum investment amount for Limited Partners within each TA Fund discussed in the applicable fund private placement memorandum. The applicable Fund GP reserves the right to waive the minimum investment amount for Limited Partners.

## **ITEM 8. METHODS OF ANALYSIS, INVESTMENT STRATEGIES AND RISK OF LOSS**

### **Methods of Analysis & Investment Strategy**

The principal investment strategy of the Manager is to generate returns by providing strategic capital to profitable, private middle-market growth companies globally, primarily in opportunities originated and led by TA Associates. As discussed in Item 4, TA maintains two varieties of investment vehicles, the Equity Funds and the Sub Debt Funds for which the methods of analysis are similar. In targeting and selecting its private equity and subordinated debt investment opportunities, the Manager focuses primarily on four areas: quality of management; market size and growth; product or service uniqueness/differentiation; and the ability to realize a gain. Generally, the company must have capable management, a growing, sizable market, a differentiated product or service and an understanding with management on avenues for eventual liquidity.

The Manager seeks to invest in specific company economic models that provide a sound combination of low capital risk and high returns. These characteristics include recurring revenues, reliance on intellectual capital, modest capital requirements and high profit margins. Furthermore, the Manager strives to identify leading, profitable growth companies, which generally do not need capital, and does not limit itself to buyouts or any other single type of private equity investment. Because these companies do not need capital, the Manager must have the flexibility to pursue a broad investment approach ranging from minority to control positions in unleveraged and leveraged transactions in order to create an investment opportunity. Additional information on the investment strategy of each TA Fund are included in the private placement memorandum of each such TA Fund.

### **Material Risks**

Although the Manager works hard to preserve and grow the assets of each TA Fund, investing in securities involves a substantial degree of risk. A TA Fund may lose money on or experience losses in all or a substantial portion of its investments and investors in TA Funds must be prepared to bear the risk of the possibility of a total or partial loss of their investments therein.

In addition, material risks relating to the investment strategies and methods of analysis described above, and to the types of securities typically purchased by TA Funds in

connection with those strategies and methods, are described in detail in each TA Funds' private placement memorandum and summarized below:

*No Assurance of Investment Return*

A TA Fund cannot provide assurance that it will be able to choose, make and realize investments in any particular company or portfolio. There is no assurance that a TA Fund will be able to generate returns for investors or that the returns will be commensurate with the risks of investing in the type of companies described herein. The Interests are not readily marketable and a TA Fund's investments will be illiquid.

*Unspecified Investments; Competition for Investments*

There can be no assurance that a TA Fund will be able to find a sufficient number of attractive opportunities or ever be fully invested if enough attractive investments are not identified. The business of identifying and structuring private equity transactions is highly competitive and involves a high degree of uncertainty. Some of TA's competitors may have more relevant experience, greater financial resources and more personnel than the Manager.

*Reliance on General Partner and Management Teams.*

Limited Partners in a TA Fund will have no right or power to participate in the management of a TA Fund or to make investment decisions and thus must depend solely upon the ability of the Fund GP and the Manager to identify and consummate suitable investments and to dispose of investments of a TA Fund at a profit. The loss of the services of one or more of the partners of the Fund GP and/or the Manager (the "Principals") could have an adverse impact on a TA Fund's ability to realize its investment objectives. Although, the Fund GP will monitor the performance of each investment, each portfolio company's day-to-day operations will be the responsibility of such portfolio company's management team. Although the Fund GPs intend to invest in companies operated by strong management, there can be no assurance that any portfolio company's existing management team, or any successor, will be able to successfully operate such portfolio company.

*Middle-Market Companies*

Investments in middle-market companies such as those that a TA Fund generally intends to invest in may entail larger risks than are customarily associated with investments in large companies. Middle-market companies may have more limited product lines, markets and financial resources, and may be dependent on a smaller management group and on additional financing. As a result, such companies may be more vulnerable to general economic trends and to specific changes in markets and technology. Further, there is ordinarily a more limited marketplace for the sale of interests in smaller, private companies, which may make realizations of gains more difficult.

*Investments in Technology Dependent Businesses*

A portion of each TA Fund's capital is typically invested in companies involved in or reliant upon the technology and/or Internet industries, which markets are challenged by rapidly changing market conditions and/or participants, new competing products and services and improvements in existing products and services.



### *Use of Leverage*

The companies in which TA Funds invest typically will rely on the use of leverage, and to such extent a TA Fund's ability to achieve attractive rates of return on investments will depend on their ability to access sufficient sources of indebtedness at attractive rates. Indebtedness may constitute a significant portion of a portfolio company's total capitalization. An increase in either the general levels of interest rates or in the risk spread demanded by sources of debt financing could make it more difficult for a TA Fund to consummate investments that are dependent on a financial restructuring. Increases in interest rates could also make it more difficult to consummate investments because other potential buyers may have sources of equity capital or access to lower cost debt that would allow them to bid for assets at a higher price. Highly leveraged portfolio companies are inherently more sensitive to declines in revenues, increases in expenses and interest rates and adverse economic, market and industry developments.

### *Illiquid and Long-Term Investments, Investments Longer than Term*

It is anticipated that there will be a significant period of time before a new TA Fund will have completed its investments in portfolio companies. Such investments may take at least three to five years or more from the date of initial investment to reach a state of maturity when realization of the investment can be achieved. Disposition of a TA Fund's investments may require a lengthy time period or may result in distributions in-kind to investors. As such, a TA Fund may have to sell, distribute or otherwise dispose of investments at a disadvantageous time as a result of dissolution of the TA Fund.

### *Contingent Liabilities Upon Disposition*

In connection with the disposition of an investment in a portfolio company, a TA Fund may be required to make representations about the business and financial affairs of the portfolio company typical of those made in connection with the sale of any business and may be responsible for the content of disclosure documents under applicable securities laws. It may also be required to indemnify the purchasers of such investment or underwriters to the extent that any such representations or disclosure documents turn out to be inaccurate. These arrangements may result in contingent liabilities, which shall be borne by the applicable TA Fund.

### *Control-Person Liability*

A TA Fund may have controlling interests in some of its portfolio companies. The exercise of such control may impose additional risks of liability for environmental damage, product defects, failure to supervise management, violation of governmental regulations (including securities laws), or other types of liability in which the limited liability generally characteristic of business ownership may be ignored. If these liabilities were to arise, a TA Fund might suffer a significant loss.

### *Indemnification*

A TA Fund will be required to indemnify the Fund GP, the Principals, their respective affiliates, and certain other "covered persons" for liabilities incurred in connection with the affairs of a TA Fund and as otherwise provided in the applicable limited partnership agreement. Such liabilities may be material and have an adverse effect on the returns to the

Limited Partners. The indemnification obligation of a TA Fund would be payable from the assets of a TA Fund, including the unpaid capital commitments of the Limited Partners (or the return of distributions as described in the applicable TA Fund limited partnership agreement).

#### *Minority Investments; Investments with Third Parties*

A TA Fund may invest in minority positions of companies and in companies for which a TA Fund has no right to appoint a director or otherwise exert significant influence or protect its position. A TA Fund may also co-invest with third parties, thereby acquiring non-controlling interests in certain investments. In such cases, the TA Fund will be reliant on the existing management and boards of directors of such companies, which may include representation of other financial investors with whom the TA Fund is not affiliated and whose interests may conflict with the interests of the TA Fund, and such third party co-investors, and such investments may involve risks not present in investments where the TA Fund holds a majority position or a third party is not involved.

#### *Non-U.S. Investments*

Many TA Funds invest a portion of their aggregate capital commitments outside of the United States. Such investments involve certain additional risks, including risks relating to (i) currency exchange matters; (ii) differences between the U.S. and foreign securities markets and governing laws; (iii) certain economic, social and political risks, including potential exchange control regulations and restrictions on foreign investment and repatriation of capital; (iv) the possible imposition of foreign taxes on income and gains recognized with respect to such securities and (v) the possibility that a Limited Partner will be required to file tax returns and pay tax in non-U.S. jurisdictions.

#### *Hedging Policies/Risks*

In connection with the financing of certain investments, a TA Fund may employ hedging techniques designed to reduce the risks of adverse movements in interest rates, securities prices and currency exchange; however, such transactions themselves may entail certain other risks.

#### *Tax Implications*

An investment in a TA Fund involves a number of complex tax considerations and no assurance can be given regarding the actual level of taxation that may be imposed upon a TA Fund, its investments or its Limited Partners with respect to their investments in a TA Fund. A TA Fund may withhold a 30% tax from all distributions to non-U.S. entities related to U.S. investments unless the foreign entity complies with certain conditions of applicable U.S. tax regulations.

#### *Compliance with Changes in Applicable Laws*

A TA Fund and its investments will be required to comply with a variety of federal, state and local laws and regulations. If any of the laws and regulations currently in effect change or any new laws or regulations are enacted, the legal requirements to which a TA Fund, a TA Fund's investors and a TA Fund's investments may be subject could differ materially from current requirements and may materially adversely affect a TA Fund.

### *Breaches of Confidentiality; Freedom of Information Disclosure*

Although Limited Partners in a TA Fund are subject to confidentiality provisions, confidential information relating to a TA Fund, its portfolio companies and other Limited Partners may be inadvertently or intentionally disclosed, causing harm to such persons. Further, under “freedom of information” and similar laws, certain Limited Partners in a TA Fund may be required by law to disclose information about the TA Fund and its portfolio companies publicly. Such disclosure could have a material adverse effect on the applicable TA Fund, its portfolio companies and/or other Limited Partners, including causing competitive harm.

### *No Independent Counsel*

One law firm represents the TA Funds, the Fund GPs, the Manager and their respective affiliates. TA’s outside counsel does not represent any of the investors in a TA Fund in their capacity as an investor in the Fund.

### *Conflicts of Interest*

It is possible that conflicts of interest will arise in connection with the existence of a Fund GP’s Carried Interest and the other activities of certain Principals, including their work on other TA Funds and TA’s other business activities, and in their capacity as members of the boards of directors of various companies. The Limited Partners may have conflicting investment, tax and other interests with respect to their investments in a TA Fund, which may relate or arise from, among other things, the nature of investments made by a TA Fund, the structuring or the acquisition of investments and the timing of disposition of investments. As a consequence, conflicts of interest may arise in connection with the decisions made by the Fund GP. In selecting and structuring investments appropriate for a TA Fund, the Fund GP and the Manager will consider the investment and tax objectives of a TA Fund and its Partners as a whole, not the investment, tax or other objectives of any Limited Partner individually.

### *Additional Risks Specific to the Equity Funds*

#### *Bridge Financings*

From time to time, an Equity Fund may loan money to portfolio companies on a short-term, unsecured basis in anticipation of a future issuance of equity or long-term debt securities. Such bridge loans would typically be convertible into a more permanent, long-term security; however, for reasons not always in an Equity Fund’s control, such long-term securities may not be issued and such bridge loans may remain outstanding. In such event, the interest rate on such loans may not adequately reflect the risk associated with the unsecured position taken by an Equity Fund.

#### *Investment in Junior Securities*

Although an Equity Fund expects to invest principally in senior equity and equity-related securities, the securities in which an Equity Fund will invest may be among the most junior in a portfolio company’s overall capital structure and, thus, subject to the greatest risk of loss. Generally, there will be no collateral to protect an investment once made.

### *Additional Risks Specific to the Sub Debt Funds*

#### *Conflicts of Interest between the Sub Debt and Equity Funds*

The Sub Debt Funds make investments in connection with transactions in which an Equity Fund currently has or concurrently will make an investment. In connection with such investments the Sub Debt Funds, on the one hand, and the Equity Funds, on the other hand, may have conflicting interests. Each of the limited partnership agreements provide that the Advisory Committee will participate in the resolution of any potential conflicts of interest between the Sub Debt and Equity Funds concerning an investment in a portfolio company at a time when an event of default exists under the terms of the debt instrument or if a restructuring of the debt of that portfolio company is proposed. In the event that the applicable Fund GPs and the Advisory Committee are unable to agree upon a course of action within a reasonable period of time, the Advisory Committee shall appoint an independent third party to administer such indebtedness on behalf of the applicable TA Funds, and Fund GPs and the TA Funds will take their instructions with respect to the administration of such indebtedness from such administrator.

#### *Portfolio Companies and the Nature of Debt Securities*

The securities in which the Sub Debt Funds typically invest, by the nature of their issuers' leveraged capital structures, will involve a high degree of financial risk. These securities are often unsecured and subordinated to substantial amounts of senior indebtedness, all or a significant portion of which may be secured. In addition, these securities may not be protected by financial covenants or limitations upon additional indebtedness, may have limited liquidity and may not be rated by a credit rating agency.

#### *Reliance on or Unavailability of Contractual Covenants*

As the Sub Debt Funds generally hold a non-controlling interest in portfolio companies, it may have to rely solely on contractual covenants (which, as noted above, may not be available) to protect its position in such portfolio companies. The ability of the Sub Debt Funds to influence a portfolio company's affairs, especially during periods of financial distress or following an insolvency, is likely to be substantially less than that of senior creditors and the Sub Debt Funds may not be able to take the steps necessary to protect its investments in a timely manner or at all.

#### *Default of Issuer*

Adverse changes in the financial condition of an issuer or in general economic conditions (or both) may impair the ability of such issuer to make payments on the subordinated securities and result in defaults on, and/or declines in the value of, such securities more quickly than in the case of the senior obligations of such issuer. The Sub Debt Funds may incur expenses if they are required to seek recovery upon default or to negotiate new terms with a defaulting portfolio company.

#### *Early Redemption*

The Sub Debt Fund's investments may be subject to early redemption features, refinancing options, pre-payment options or similar provisions which, in each case, could result in the issuer repaying the principal on an obligation held by the Sub Debt Funds earlier than

expected. Early repayments of the Sub Debt Fund's investments may have a material adverse effect on the Sub Debt Fund's investment objectives and the rate of return on invested capital.

#### *Creditor Risks*

Debt securities are also subject to other creditor risks, including (a) the possible invalidation of an investment transaction as a "fraudulent conveyance" under relevant creditors' rights laws, (b) so-called "lender liability" claims by the issuer of the obligations and (c) environmental liabilities that may arise with respect to collateral securing the obligations.

## **ITEM 9. DISCIPLINARY INFORMATION**

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to a client's evaluation of the investment adviser or the integrity of its management. TA has no disciplinary matters required to be disclosed under this item.

## **ITEM 10. OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS**

### **Other Financial Industry Activities**

A registered investment adviser is required to disclose whether it or any of its management persons are registered, or have an application pending to register, as a (a) broker-dealer or a registered representative of a broker-dealer, or (b) futures commission merchant, commodity pool operator, a commodity trading adviser, or an associated person of the foregoing entities. Neither the Manager nor any of its management persons are registered as such or have any application for such registration pending.

### **Material Relationships and Agreements**

#### **Related General Partners**

The affiliated Fund GPs serve as general partners of the TA Funds, and TA Associates, L.P. is the general partner of each of the Fund GPs. The investment committees of the Manager and the Fund GPs are comprised of investment staff of TA and are appointed for each investment.

#### **Affiliated Advisers**

The Manager has a Services Agreement with TA Associates Limited ("TA Limited"), which has its registered office in England and is regulated by the Financial Services Authority (the "FSA"). TA Limited is a wholly owned subsidiary of the Manager and is engaged to, among

other things, identify prospective portfolio investments for the Manager and to prepare information and analysis for the Manager.

The Manager has a Services Agreement with TA Associates Advisory (Mauritius) Ltd. (“TA Mauritius”), which has its principal place of business in Mauritius. TA Mauritius is a wholly owned subsidiary of the Manager and is engaged to, among other things, identify prospective portfolio investments for the Manager and to prepare information and analysis for the Manager.

TA Mauritius has a Sub-Advisory Services Agreement with TA Associates Advisory Private Limited (“TA India”), which has its registered office in India and is regulated by the Securities Exchange Board of India (“SEBI”). TA Mauritius has engaged TA India to, among other things, identify prospective portfolio investments for TA Mauritius and to prepare information and analysis for TA Mauritius.

The Manager has a Services Agreement with TA Associates Asia Pacific Limited (“TA Asia”), which has its principal place of business in Hong Kong. TA Asia is a wholly owned subsidiary of the Manager and is engaged to, among other things, identify prospective portfolio investments for the Manager and to prepare information and analysis for the Manager.

## **ITEM 11. CODE OF ETHICS, PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS AND PERSONAL TRADING**

TA has adopted a Code of Ethics in accordance with Rule 204A-1 under the Investment Advisers Act of 1940, as amended (the “Advisers Act”). TA’s Code of Ethics contains provisions that remind employees of their obligations to TA’s clients and obligations to comply with federal securities laws, sets forth standards of conduct, restricts personal securities trading and requires reporting of personal securities transactions and holdings. TA’s Code of Ethics also contains provisions related to reporting violations of, and enforcing, TA’s Code of Ethics. Each TA employee is required to acknowledge that he or she received, read and understands TA’s Code of Ethics.

The Code of Ethics is designed to prevent the personal securities transactions and interests of the employees of TA from interfering with (i) making decisions in the best interest of the clients and (ii) implementing such decisions while, at the same time, allowing employees to invest for their own accounts where appropriate. The Code of Ethics restricts trading in the securities of any issuer included on TA’s restricted list and requires preapproval from Compliance before making a transaction in an initial public offering or limited offering.

TA will provide a copy of the Code of Ethics to any client or prospective client upon written request addressed to:

ATTN: Chief Compliance Officer  
TA Associates Management, L.P.  
John Hancock Tower, 56<sup>th</sup> Floor  
200 Clarendon Street, Boston, MA 02116  
[Compliance@ta.com](mailto:Compliance@ta.com)  
Tel: 617-574-6700

TA aims to mitigate conflicts of interest wherever possible. Specifically, TA utilizes written allocation formulas and cross-trading procedures within the TA Funds governing documents to ensure that investment decisions are made consistent with the best interests of the TA Fund.

TA's Employee Funds co-invest in the same investments that are made by the TA Funds. The amount and certain other terms of such co-investments typically are agreed with the investors in the TA Funds with which the Employee Funds co-invest and are described in the partnership agreements of the applicable TA Funds. Co-investments by Employee Funds are also subject to TA's allocation policies. Negotiating the terms of such co-investments with the investors in the TA Funds and following TA allocation policies help to minimize the potential for conflicts of interest in connection with Employee Fund co-investments.

It is the policy of the Manager to limit the number of principal transactions that a TA Fund enters into. In the event that a TA Fund enters into a principal transaction, it will only do so with the approval of the Chief Compliance Officer and in accordance with all of the requirements of the Advisers Act.

It is the policy of TA to not engage in any agency cross-trading transactions. Occasionally, and under certain limited circumstances as described in the organizational documents of the applicable TA Fund, one or more of the TA Funds may engage in internal cross-trading transactions.<sup>3</sup> All such internal cross-trading transactions will be fully disclosed and best execution will be obtained. The Manager does not receive any compensation in addition to its regular advisory fees, and is not deemed to be a broker for purposes of Section 206(3) of the Advisers Act, in connection with such transfers and, therefore, such transfers are not agency cross-trading transactions. No internal cross-trading transactions will be conducted with a TA Fund that is a "plan assets vehicle" under ERISA.

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<sup>3</sup> Internal cross-trading transactions in the form of purchases and sales of securities in portfolio companies between TA Funds are permitted in the event that: (1) the Advisory Committee of each such TA Fund approves such transaction; (2) one or more investors unaffiliated with TA or a TA Fund is purchasing the same securities, on the same terms and conditions, in an amount equal to at least one-third of the amount to be invested by the purchasing TA Fund, or (3) the securities were acquired within 90 days prior to the sale by or to a TA Fund with the intent of transferring such securities to or from one or more other TA Funds (which intent has been expressed by the related party in writing prior to the acquisition of such securities by the other related party) and the price paid or received for such securities is equal to the price paid by the related party.

## **ITEM 12. BROKERAGE PRACTICES**

TA utilizes broker-dealers as necessary to sell a TA Fund's public assets consistent with the disposition strategy of the investment committee for that particular investment. It is TA's policy to select brokers based on a number of factors, including, but not limited to, the size and type of transaction, the markets for securities to be purchased or sold, execution, efficiency, settlement capability, financial condition of the broker-dealer, the quality of the broker-dealer's portfolio execution on a continuing basis and reasonableness of brokerage commissions.

TA will always attempt to achieve the best overall price for its advisory clients, and will evaluate each transaction to ensure that the execution price is in line with, or exceeds, that of the current market. TA will generally use the Volume Weighted Average Price (VWAP) as an indicator of the current market. The lowest possible commission cost is not necessarily sought in that it may not result in the best quality execution of transactions effected for the Funds.

A "soft dollar" arrangement is an arrangement whereby an investment adviser directs client brokerage, or pays higher commissions, to a particular broker-dealer in return for research or other services from such broker-dealer. It is TA's policy to not enter into any soft dollar arrangements.

TA may, however, receive proprietary research and certain other limited benefits from broker-dealers as an incident of doing business with such broker-dealers, but only where (i) there is no arrangement to direct a specific amount of TA's commission business to such broker-dealers in exchange for such items and (ii) TA does not "pay up" for such items in the form of higher commissions on client trades. TA does not have any formal or informal soft dollar arrangements by which it received research or brokerage products or services.

A "directed brokerage" arrangement is an arrangement whereby a client of an investment adviser instructs the adviser to direct a portion of its brokerage transactions to a particular broker-dealer. It is TA's policy to not enter into directed brokerage arrangements or recommend a broker-dealer.

## **ITEM 13. REVIEW OF ACCOUNTS**

### **Oversight and Monitoring**

Each TA Fund has specific investment criteria and limitations set forth in the organizational documents of the TA Fund. At the time of any investment by a TA Fund, members of TA's investment committee for that investment evaluate whether the investment will satisfy the particular investment criteria and limitations applicable to such TA Fund. After an



investment is made by a TA Fund, members of the investment committee responsible for that investment will continuously monitor the investment for the TA Fund.

TA enters into an investment with the expectation of being lead director and an active investor. As such, TA seeks to hold a board seat for each investment, or serve as a board observer whenever TA's investment structure precludes it from having a board seat. Individual investments held within the TA Funds are also reviewed on a periodic basis by the larger internal industry group as part of the portfolio monitoring process. Additionally TA's Executive Committee will review investments in the aggregate on a periodic and on an as needed basis.

### **Reporting**

Limited Partners within the TA Funds receive an audited annual balance sheet and statement of results of operations for the year within 120 days after the fiscal year end. In addition, the Limited Partners are furnished with a quarterly report containing an unaudited balance sheet and statement of operations, valuations for each investment, detailed descriptions of new investments and comments on the portfolio and outlook.

## **ITEM 14. CLIENT REFERRALS AND OTHER COMPENSATION**

Registered investment advisers are required to disclose any economic benefits received for providing advice to a client from someone who is not a client and any compensation provided for client referrals to someone who is not a supervised person. TA does not have any economic benefits or compensation to disclose under this item.

## **ITEM 15. CUSTODY**

TA complies with Advisers Act Rule 206(4)-2, the "Custody Rule" by obtaining an audit by an independent public accountant. As such, discussion of qualified custodian reporting under this item is not applicable to TA.

## **ITEM 16. INVESTMENT DISCRETION**

The Manager provides investment advisory services to each of the TA Funds and their respective Fund GPs pursuant to investment advisory agreements. Investment recommendations and advice is provided by the Manager directly to the TA Funds and Fund GPs, subject to the direction and control of the affiliated Fund GP of such TA Fund. Any restrictions on investment are established by the applicable Fund GP and are set forth

in the limited partnership agreement or other organizational documents of the TA Fund received by each Limited Partner prior to investment in such TA Fund.

## **ITEM 17. VOTING CLIENT SECURITIES**

TA aims to be an active investor on behalf of the TA Funds, which are typically represented on the boards of portfolio companies. Because of the active role TA aims to take in connection with many of its investments, it is TA's practice to review and vote on proxy and shareholder consent matters on a case-by-case basis. In furtherance of the foregoing, it is TA's policy to (i) stay apprised of developments that affect the portfolio companies in which in the Funds invest, (ii) carefully review matters submitted to the TA Funds for a vote as holders of portfolio company securities and (iii) vote on those matters on a case-by-case basis in a manner that TA believes is in the best interests of the applicable TA Funds.

Limited Partners may obtain information about how a proxy was voted and/or obtain a copy of the proxy voting policies and procedures upon written request to:

ATTN: Chief Compliance Officer  
TA Associates Management, L.P.  
John Hancock Tower, 56<sup>th</sup> Floor  
200 Clarendon Street, Boston, MA 02116  
[Compliance@ta.com](mailto:Compliance@ta.com)  
Tel: 617-574-6700

## **ITEM 18. FINANCIAL INFORMATION**

A registered investment adviser is required to disclose any financial condition that is reasonably likely to impair its ability to meet contractual commitments to its clients and disclose if it has been the subject of a bankruptcy petition at any time during the past ten years. TA has no financial condition that impairs its ability to meet the contractual commitments to its clients and has not been the subject of a bankruptcy petition.

## **ITEM 19. REQUIREMENTS FOR STATE-REGISTERED ADVISERS**

The Manager is not registered with any state as an investment adviser and as such, this item is not applicable.