

**ITEM 1 – COVER PAGE**

**Part 2A of Form ADV  
Brochure for:**

**T Ventures Management Co, Ltd.**

**North Suite 2, Town Mills, Rue Du Pre  
St. Peter Port, Guernsey GY1 1LT**

**July 10, 2018**

**This brochure provides information about the qualifications and business practices of T Ventures Management Co, Ltd. If you have any questions about the contents of this brochure, please contact us at +61 2-9866-1818 or [Geoffrey.Dolphin@team.telstra.com](mailto:Geoffrey.Dolphin@team.telstra.com). The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission (“SEC”) or by any state securities authority.**

**Registration of an Investment Adviser does not imply any certain level of skill or training.**

**Additional information about T Ventures Management Co, Ltd. is also available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).**

## **ITEM 2 – MATERIAL CHANGES**

The first annual amendment of the T Ventures Management Co, Ltd. (the “Adviser”) Form ADV Pat 2A (the “Brochure”) since its initial filing in April 2018 was filed on July 10, 2018. In the future, when the Adviser amends its Brochure for the annual update (or otherwise), and the amended version contains material changes from the prior version, it will identify and discuss those changes either on this page or as a separate document accompanying the Brochure.

### Summary of Material Changes

- Item 4 – The Adviser has updated its regulatory assets under management.

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## **ITEM 4 – ADVISORY BUSINESS**

For purposes of this brochure, the “Adviser” means T Ventures Management Co, Ltd., a Guernsey limited company, together (where the context permits) with its affiliated general partners of the Funds (as defined below) and other affiliates that provide advisory services to and/or receive advisory fees from the Funds. Such affiliates may or may not be under common control with T Ventures Management Co, Ltd., but possess a substantial identity of personnel and/or equity owners with T Ventures Management Co, Ltd. These affiliates may be formed for tax, regulatory or other purposes in connection with the organization of the Funds, or may serve as general partners of the Funds. Mark Sherman and Matthew Koertge are the principal owners of T Ventures Management Co, Ltd.

The Adviser provides investment supervisory services to investment vehicles (the “Funds” of “Clients”) that are exempt from registration under the Investment Company Act of 1940, as amended (the “1940 Act”) and whose securities are not registered under the Securities Act of 1933, as amended (the “Securities Act”).

The Funds make venture capital-related investments generally focused on technology companies. The Adviser’s advisory services consist of investigating, identifying and evaluating investment opportunities, structuring, negotiating and making investments on behalf of the Funds, managing and monitoring the performance of such investments and disposing of such investments. The Adviser may serve as the investment adviser or general partner to the Funds in order to provide such services.

The Adviser provides investment supervisory services to each Fund in accordance with the limited partnership agreement (or analogous organizational document) of such Fund or separate investment and advisory, investment management or portfolio management agreements (each, an “Advisory Agreement”).

Investment advice is provided directly to the Funds, subject to the discretion and control of the applicable general partner, and not individually to the investors in the Funds. Services are provided to the Funds in accordance with the Advisory Agreements with the Funds and/or organizational documents of the applicable Fund. Investment restrictions for the Funds, if any, are generally established in the Limited Partnership Agreement, the organizational or offering documents of the applicable Fund, Advisory Agreements and/or side letter agreements negotiated with investors in the applicable Fund (such documents collectively, a Fund’s “Organizational Documents”).

The Adviser does not participate in wrap fee programs.

As of June 29, 2018, the Adviser manages a total of \$515,000,000 in client assets on a discretionary basis.

## **ITEM 5 – FEES AND COMPENSATION**

The Adviser or its affiliates generally receive Management Fees and Carried Interest (each as defined below) or similar performance-based remuneration from a Fund. A Fund, and/or its portfolio companies may also make other payments to the Adviser or its affiliates for services

provided to the portfolio companies which, in certain circumstances, may reduce the Management Fees payable to the Adviser. Additionally, consistent with the Organizational Documents of a Fund, the Fund typically bears certain out-of-pocket expenses incurred by the Adviser in connection with the services provided to the Fund and/or the portfolio companies. Further details about certain common fees and expenses are set forth below.

### **Management Fees**

As compensation for investment supervisory services rendered to the Funds, the Adviser receives from each such Fund a Management Fee, typically at an agreed fixed rate for a fixed number of years and then subsequently calculated based on the remaining net invested capital, with respect to such Fund. Management Fees are payable quarterly in advance. Management Fees are reduced throughout the life of a Fund. Management Fees paid by a Fund may also be reduced by other fees or compensation received by the Adviser or its affiliates that relate to such Fund's activities and investments, or by certain organizational or other expenses borne by such Fund, as described in more detail below. Management Fees paid by a Fund are indirectly borne by investors in such Fund.

The precise amount of, and the manner and calculation of, the Management Fees for each Fund are established by the Adviser and are set forth in such Fund's Limited Partnership Agreement, Advisory Agreement and/or the Organizational Documents received by each investor prior to investment in such Fund. Fees may differ from one Fund to another.

Certain investors in the Funds that are employees, partners, members, directors, managers and officers of the Adviser or its affiliates, certain business associates (collectively, the "Adviser Investors") will not typically pay Management Fees in connection with their investment in a Fund.

Upon termination of an Advisory Agreement, Management Fees that have been prepaid are generally returned to Fund investors on a prorated basis. However, in certain instances, including in the case of termination for a non-causal event, the Advisor may be entitled to a compensation payment equal to the prior 12 months of management fees.

In addition to the Management Fees discussed above, the Adviser and/or its affiliates will receive a Carried Interest allocation as described in Item 6 of the brochure.

### **Other Fees**

#### *Fees Payable by the Portfolio Companies*

The Adviser and its affiliates may, from time to time, perform transaction-related, management, advisory, financial advisory, monitoring, consulting and other services for, and receive fees from, actual or prospective portfolio companies or other investment vehicles of the Funds, which fees will be in addition to the Management Fee and the Carried Interest paid by a Fund (such fees, together with the other fees described in this section, "Other Fees"). These services may include services provided by certain of the Adviser's employees. The Other Fees may also include fees received by the Adviser and its affiliates in connection with service on the board of directors of a portfolio company, and the break-up fees received in connection with unconsummated transactions. The Management Fee payable by a Fund shall be reduced by an

amount equal to 100% of any such Other Fees. The amount and manner of such reduction, if any is set forth in the Advisory Agreement and/or Organizational Documents of the applicable Fund.

In many cases with respect to the implementation of the arrangements described above, there is not an independent third-party involved on behalf of the relevant portfolio company. Therefore, a conflict of interest exists in the determination of any such fees and other related terms in the applicable agreement with the portfolio company.

### *Expense Reimbursement*

Additionally, a portfolio company may reimburse the Adviser for expenses, including without limitation, due diligence costs (which without limitation may include: accounting and taxation reviews, legal reviews, intellectual property rights reviews, personnel background check reviews, technology reviews, independent experts and consultants), travel expenses, which may include expenses for travel, meals and entertainment expenses (including, as applicable, closing dinners and mementos, transportation and meals, social and entertainment events with portfolio company management, customers, clients, borrowers, brokers and service providers), expenses relating to training programs, meetings or other events (to the extent such programs, meetings or events are attended by portfolio company personnel), expenses relating to hiring portfolio company personnel (including background checks, recruiting and relocation expenses), indemnification expenses, certain legal expenses and similar out-of-pocket expenses, as well as consulting fees and other cash and non-cash compensation and expenses, incurred by the Adviser in connection with its performance of services for such portfolio company; such reimbursed expenses are generally not included in the definition of “Other Fees” under the terms of the applicable Organizational Documents, and such reimbursements are not subject to the Management Fee offset arrangements described above. To the extent not reimbursed by a portfolio company, such expenses may be paid or reimbursed by the applicable Fund, as described below.

In addition to arrangements where the Adviser or its affiliates may receive reimbursements of expenses, the Adviser will make recommendations regarding the engagement of services providers or the incurrence of expenses by the Funds. Because certain expenses are paid for by the Funds and/or their portfolio companies or, if incurred by the Adviser, are reimbursed by a Fund and/or its portfolio companies, the Adviser may not necessarily seek out the lowest cost options when incurring (or causing a Fund or its portfolio companies to incur) such expenses.

For a discussion of material conflicts of interest created by the receipt of such fees and reimbursements, please see Item 11 below.

## **Expenses**

### *Adviser Expenses*

To the extent provided in the Advisory Agreements and the Organizational Documents of the Funds, the Adviser will pay out of Management Fees all expenses and costs incurred by the Adviser in connection with providing services to the Funds to the extent not borne or reimbursed by a portfolio company, compensation of its investment professionals, rent, utilities, office

expenses, portfolio company production expenses, those travel costs which are not considered Partnership expenses under the Organizational Documents, audit costs, staff recruitment costs, insurance costs, Information Technology costs, marketing costs, legal expenses, software costs, database costs, printing costs, Foreign Exchange hedging costs, and Fund organizational expenses and Adviser startup expenses not borne by the Fund.

### *Fund Expenses*

Consistent with the Organizational Documents of the Funds, each Fund will bear all other expenses relating to it to the extent not borne by its portfolio companies including, without limitation: (i) all fees, costs, expenses, liabilities and obligations attributable to structuring, organizing, acquiring, financing, refinancing, managing, operating, holding, taking public or private, valuing, winding up, liquidating, dissolving and disposing of a Fund's investments (including interest and fees on money borrowed by such Fund, the Adviser or the general partner of such Fund on behalf of the Fund, registration expenses, commitment, real estate title, survey, brokerage, finders', custodial and other fees), (ii) legal (including fees, costs and expenses associated with obtaining any advice pursuant to structuring an investment to ensure limited liability protection of the Fund's limited partners, to minimize taxes for the Fund's limited partners and to avoid having a limited partner of the Fund pay income tax in a jurisdiction with respect to income not derived from the Fund), accounting, administration, custodian, depositary, auditing, insurance (excluding policies that would cover any person entitled to seek indemnification hereunder for any circumstance that would not qualify for indemnification under the Fund's Limited Partnership Agreement and including directors and officers and errors and omissions liability insurance), litigation and indemnification costs and expenses, judgments and settlements, consulting, brokerage, finders', financing, appraisal, third party valuation, filing, printing, title, transfer, registration and other fees and expenses (including fees, costs and expenses associated with the preparation or distribution of the Fund's financial statements, tax returns, tax estimates and Schedule K-1s or any other administrative, regulatory or other Fund-related reporting or filing), (iii) costs and expenses of the Advisory Committee incurred in accordance with Article the Fund's Limited Partnership Agreement, (iv) all fees, costs, expenses, liabilities and obligations incurred by the Fund, its general partner or any other Adviser-related person relating to investment and disposition opportunities for the Fund not consummated (including legal, accounting, auditing, insurance, consulting, brokerage, finders', financing, appraisal, filing, printing, real estate title, survey, reverse breakup, termination and other fees and expenses) ("Abort Costs"), (v) all out-of-pocket fees, costs and expenses incurred by the Fund, its general partner or any other Adviser-related person in connection with the annual meeting of the limited partners of a Fund, (vi) the Management Fee, (vii) any taxes, fees and other governmental charges levied against the Fund or otherwise described in the Fund's Limited Partnership Agreement, (viii) fees, costs and expenses that are classified as extraordinary expenses under IFRS, (ix) organizational expenses up to a certain amount, (x) all costs and expenses incurred in connection with the organization, management, operation, and dissolution, liquidation and final winding up of any alternative investment vehicles and (xi) for certain Funds, a stub period management fee, but not including (A) ordinary overhead and administrative expenses that are payable by the general partner of a Fund and/or the Adviser including those described in the Fund's Limited Partnership Agreement, (B) any fees, costs or expenses included in capital contributions that are used to fund the acquisition cost of an investment in a portfolio company and (C) excess organizational expenses.

From time to time, the general partner of a Fund may create certain “alternative investment vehicles” or similar structuring vehicles for purposes of accommodating certain tax, legal and regulatory considerations of investors (“AIVs”). In the event the general partner creates an AIV, consistent with the Organizational Documents of the Fund, the AIV, and indirectly, the investors thereof, will typically bear all expenses related to its organization and formation and other expenses incurred solely for the benefit of the AIV. Expenses of the types borne by a Fund but associated with any feeder fund or similar vehicle organized to facilitate the participation of certain investors in the Fund (including, without limitation, expenses of accounting and tax services) may be borne by the Fund.

#### *Co-Investment Vehicle Expenses*

In certain cases, a co-investment vehicle, or other similar vehicle established to facilitate the investment by investors to invest alongside the Fund may be formed in connection with the consummation of a transaction. In the event a co-investment vehicle is created, the investors in such co-investment vehicle will typically bear all expenses related to its organization and formation and other expenses incurred solely for the benefit of the co-investment vehicle. The co-investment vehicle will generally bear its pro rata portion of expenses incurred in the making an investment.

#### *Allocation of Expenses*

From time to time the Adviser may be required to decide whether certain fees, costs and expenses should be allocated between or among Funds and/or other parties. Certain expenses may be the obligation of one particular Fund and may be borne by such Fund or, expenses may be allocated among multiple Funds and entities. The Adviser will allocate fees and expenses incurred in connection with the operations and management of a Fund between the Adviser and such Fund in accordance with the Organizational Documents of such Fund or Funds. However, while the Adviser intends to use good faith and its best judgment in connection with any such allocation, such allocations may require inherently subjective determinations and give rise to conflicts of interest due to the inherent biases in the process.

The appropriate allocation among the Funds of expenses and fees generated in the course of evaluating and making investments often may not always be clear, especially where more than one Fund participates. For instance, if multiple Funds are considering making an investment that is not consummated, allocation of the expenses generated for the account of such Funds (such as expenses of common counsel and other professionals) will be made in good faith. Such expenses are typically not allocated to co-investment vehicles. In general, the Adviser intends to resolve all such matters on a pro-rata basis, using its best judgment, considering all factors it deems relevant, and typically will consult with (or in certain instances be required to obtain the approval of) the Funds’ Advisory Committee before making any such allocation.

With respect to allocating other expenses among Fund(s), co-investment vehicles, Adviser Investors and/or Third Parties, as appropriate, to the extent not addressed in the Organizational Documents of a Fund, the Adviser will make any such allocation determination in a fair and reasonable manner using its good faith judgment, notwithstanding its interest (if any) in the



allocation. The Adviser will make any corrective allocations and take any mitigating steps if it determines such corrections are necessary or advisable. Notwithstanding the foregoing, the portion of an expense allocated to a Fund for a particular service may not reflect the relative benefit derived by such Fund from that service in any particular instance.

### **Carried Interest Payments**

Please see Item 6 below regarding “Carried Interest” that Funds may pay.

### **Brokerage Fees**

Although the Adviser does not generally utilize the services of broker-dealers to effect portfolio transactions for the Funds, in the event that it chooses to use a broker-dealer for limited purposes relating to a particular Fund, such Fund will incur brokerage and other transaction costs. For additional information regarding brokerage practices, please see Item 12 below.

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

In accordance with the respective Organizational Documents of a Fund, a portion of the profits, if any, of each Fund is distributed to its general partner, as “carried interest” (the “Carried Interest”). Each general partner of a Fund is a related person of the Adviser. Carried Interest paid by a Fund is indirectly borne by investors in such Fund.

It should be noted that the possibility that the Adviser or an affiliate may receive performance-based compensation creates a potential conflict of interest in that it may create an incentive for the Adviser to make investments that are riskier or more speculative than in the absence of such performance-based fees.

The Adviser’s fiduciary obligation applies in every aspect of its dealings with the Funds. To address this conflict, the Adviser has adopted policies and procedures pursuant to which allocation decisions may not be influenced by fee arrangements, and investment opportunities will be allocated in a manner that the Adviser believes is consistent with the applicable Advisory Agreement(s) and its obligations as an investment adviser.

## **ITEM 7 – TYPES OF CLIENTS**

In general, except as otherwise provided in the Organizational Documents of a Fund, the management and conduct of such Fund shall be vested exclusively in the general partner of such Fund, and the general partner of such Fund shall have full control over the management and affairs of such Fund. The general partner of a Fund may cause such Fund to appoint the Adviser, which Adviser shall manage the operations of such Fund and shall perform such duties, powers and functions attributed to the general partner of such Fund pursuant to the Organizational Documents as the general partner of such Fund delegates to the Adviser pursuant to a management agreement of the Fund. For the avoidance of doubt, the Adviser shall provide investment advisory services to the Funds (subject to the direction and control of the general partner of each such Fund) and not individually to investors in such Fund.

Interests in the Funds are offered pursuant to applicable exemptions from registration under the Securities Act and the 1940 Act. Investors in the Funds that are U.S. persons (as defined in Rule 902(k) promulgated under the Securities Act) are generally “accredited investors” as defined under the Securities Act and “qualified purchasers” as defined in the 1940 Act, and may include, among others, high net worth individuals, trusts, estates, charitable organizations, university endowments, limited partnerships and limited liability companies or other entities.

Minimum investment commitments may be established for investors in the Funds. The general partner of each Fund may in its sole discretion permit investments below the minimum amounts set forth in the Organizational Documents of such Fund.

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

### **Methods of Analysis and Investment Strategies**

The Adviser seeks to build a diverse and risk mitigated portfolio across stage, geography and equity market exposure. The Adviser seeks to invest in compelling technology-related opportunities in the venture capital space which address an unmet or underserved need.

The Adviser will make investments in portfolio companies based on the following investment criteria:

- Investments must be in the Information Technology space
- Investments can be made in any stage from Seed, Series A, Series B to pre-IPO, in privately held vehicles.
- Investments can be made using equity instruments, debt instruments, hybrids and combinations thereof including but not limited to preferred shares, common shares, debt, convertible debt, warrants and options.
- Investments can be made in recognized legal structures including but not limited to companies, partnerships, trusts, joint ventures, Variable Interest Entities (VIE) and special purpose vehicles.
- Investments can be made globally, with a bias towards revenues and/or operations in the USA, China, Australia, Southeast Asia, India, Europe, Canada and Israel, but not in entities that are located, resident or have material business operations in any territories or countries that are subject to a United Nations Security Council sanctions regime or Australian autonomous sanctions regime from time to time.

The Adviser will ensure that it conducts appropriate probity and background reviews on portfolio companies and key personnel within portfolio companies (e.g. the founders and management team) prior to making investments.

The Adviser will not make investments in companies where such reviews show that the company or key personnel have criminal records or have engaged in fraudulent or other serious misbehavior.

The Adviser will only recommend investment after satisfactory completion of legal, accounting, tax, personnel background checks and technical due diligence that is customary relative to the stage of development and size of the portfolio company and the investment.

The Adviser shall use commercially reasonable efforts to obtain full information rights and board observer rights in each portfolio company, but there is no guarantee that this can be achieved.

Investment restrictions are set out in the Organizational Documents of the Fund, and include:

- a) The Fund will not invest in portfolio companies whose primary businesses is in real estate or the exploration of minerals and oil and gas;
- b) No more than 30% of the primary capital for investments to be invested outside of the U.S. unless approved by Advisory Committee;
- c) Investments will typically, but not consistently, consist of minority shareholdings of less than 20% in any portfolio company;
- d) No more than 10% of the primary capital for investments in seed and Series A rounds without the prior written approval of the Advisory Committee. This will exclude (i) Seed / Series A investments which have gone onto raising Series B or later rounds at the time of calculation, and (ii) Seed and Series A investments in entities whose actual revenue over the 12 month period immediately preceding the date of the Fund's investment was at least \$5 million;
- e) The Fund shall not invest in publicly traded securities (including private placements of public company securities), but not including securities that were not publicly traded at the time of such investment;
- f) The Fund shall not invest an amount greater than \$25 million in the securities of any other one portfolio company (including guarantees of such Portfolio Company's obligations) and its affiliates;
- g) The Fund shall no invest an amount greater than \$80 million in follow-on investments during any rolling 12 month period;
- h) The Fund shall not invest in uncovered options, futures contracts, or other derivative securities other than to hedge currency or interest rate exposure or to otherwise protect, hedge or enhance an existing or prospective investment in an existing or prospective Portfolio Company;
- i) In the course of making, managing and exiting an investment, the Fund shall not agree any non-compete restrictions that would place restrictions on a Limited Partner.

The Adviser may provide some of the Funds' portfolio companies with support in a variety of areas, such as recruiting, strategy, regulatory matters, business development, financial discipline, and capital markets, among others.

A Fund may seek to act as lead or co-lead investor in structured investment transactions when multiple investors are involved, which the Adviser believes will give a Fund access to more extensive due diligence information, however the Fund may have to invest in a non-lead investor capacity and therefore may have access to a limited set of due diligence materials and may further be unable to secure a board seat, board observer status or access to management information rights.

### **Restrictions on Transfer**

An investment in the Fund involves certain risks and will be subject to certain restrictions on transferability as described in the Organizational Documents and as a result of the foregoing, the marketability of the investments will be severely limited.

### **Risk of Loss**

As a general matter, the Adviser utilizes the methods of analysis and investment strategies described in the Organizational Documents applicable to its respective Funds. The information contained herein is a summary only. Investors and prospective investors should refer to those documents for a complete overview of the Adviser's methods of analysis and investment strategies.

The investment in Funds is illiquid and long term in nature; the investment in the Fund is speculative and subject to a significant degree of risk; and the returns on the investment in the Fund are dependent on the success of investments by the Fund and there can be no assurance that a Fund investor will receive any part of its investment back or that returns will be generated.

An investment in the Fund is not a deposit with, or any other type of liability of, the Adviser, any related body corporate of the Adviser, a Fund's General Partner or any of their respective officers, advisers, agents, employees or affiliates.

The Adviser does not guarantee the payment of distributions or repayment of capital by the Fund or any particular rate of return or the performance of the Fund and there can be no assurance that the rates of return historically achieved by any other fund managed by the Advisor will be achieved by the Fund.

There is no right to require the Adviser to return any capital contribution, or realize or transfer any portion of the investments, except in accordance with the Organizational Documents and that the Adviser is not required to redeem or buy back any investment.

There can be no assurance that the Adviser's investment objectives will be achieved, and actual investment results may vary substantially from the investment objective. Investors should be prepared to bear these risks. The success of the Adviser's investment activities will depend on its ability to identify investment opportunities that have the proper risk/reward balance. No guarantee or representation is made that in each Fund's investment program will be successful.

- ***Availability of Investment Capital.*** Venture capital investments may require additional rounds of capital before the portfolio company reaches profitability. If an investor does not have funds available to participate in such required rounds of financing, that shortfall may have a significant negative impact on both the portfolio company and the value of the investor's original investment. Although it will be the Fund's policy to maintain sufficient reserves to allow it to participate in follow-on rounds of financings, the Funds may decide not to provide all necessary follow-on financing. Accordingly, third-party sources of financing will be required. There is no assurance that such additional sources of financing will be available, or, if available, will be on terms beneficial to the Fund. Furthermore, the Fund's capital is limited and may not be adequate to protect the Fund from dilution in multiple rounds of portfolio company financing.
- ***Global Market Valuations and Volatility.*** The Funds are investing in companies which are typically highly valued. Global public equity markets valuations, private equity valuations and venture capital valuations at the time of writing are at very high levels which has implications to the Fund's investment program. If there is a material market correction, the valuations of the portfolio companies and the Fund will be negatively affected. Furthermore, in the event of a market correction, the available investment capital may be materially reduced which will have adverse implications to portfolio companies because it may not be possible to raise additional capital, or if so, on much lower valuations. A significant market correction would also limit the portfolio companies' ability to achieve liquidity events such as IPOs and M&A.
- ***Competition for Investments.*** Funds will compete with other entities for the acquisition of investments. Such competition may come from groups that have greater resources, reputation, track record and are owned by large and well-capitalized investors. There may be intense competition for investments of the type in which the Funds intend to invest, and such competition may result in less favorable investment terms than would otherwise be the case.
- ***Failed Deal Costs.*** Funds may incur bid, due diligence, legal or other costs on investments which may not be successful. As a result, the Funds may not recover all of its costs, which would adversely affect returns. The Funds may be unable to find a sufficient number of attractive opportunities to meet its investment objectives. There can, therefore, be no assurance that investments of the Fund will meet all the investment objectives, or that the Funds will be able to invest all of its available capital.
- ***Capital Calls.*** Capital calls and Fund expense calls will be issued by from time to time at the discretion of the General Partner, based upon the General Partner's assessment of the needs and opportunities of the Funds. To satisfy such capital calls, Limited Partners may need to maintain a substantial portion of their commitment in assets that can be readily converted to cash. Except as specifically set forth in the Funds' Organizational Documents, each Limited Partner's obligation to satisfy capital calls will be unconditional. A Limited Partner's obligation to satisfy capital calls will

not in any manner be contingent upon the performance of the Funds or upon any assessment thereof provided by the General Partner. Notwithstanding the foregoing, the General Partner will not be obligated to call 100% of the Limited Partner's commitment during the Fund's term.

- ***Nature of Investments.*** The Adviser has broad discretion in making investments for the Funds. Investments generally will consist of technology-related securities and other assets that may be affected by business, financial market or legal uncertainties. There can be no assurance that the Adviser will correctly evaluate the nature and magnitude of the various factors that could affect the value of and return on investments. Prices of investments may be volatile, and a variety of factors that are inherently difficult to predict, such as the value and uniqueness of the technology and IP, the performance of the executive team, domestic or international economic and political developments, competitive industry dynamics, financial forecasts and results and the prospects of particular companies selected by the Adviser for investment, may significantly affect the results of the Funds' activities and the value of its investments.

- ***Consequences of Default.*** If a limited partner of a Fund fails to pay in full any requested capital contributions, and such default is not cured, the general partners of such Fund may take certain actions which may result in a penalty being applied to such defaulting limited partner. Additionally, such general partner may pursue any available legal or equitable remedies, with the expenses of collection of the unpaid amount, including attorneys' fees, to be paid by such defaulting limited partner. The general partners will be granted such powers to deal with defaulting limited partners as specified in the Funds' Partnership Agreement. If a limited partner fails to pay any of its capital commitment when due, and the capital contributions and unused capital commitments of non-defaulting limited partners and borrowing by the Fund are inadequate to cover the defaulted capital contribution, the Funds may be unable to pay its obligations when due. As a result, the Fund may be subjected to significant penalties that could materially adversely affect the returns to the limited partners (including non-defaulting limited partners). In addition, any default of a limited partner in respect of its capital contribution obligations may reduce the amount of Fund capital available for investment or other activities.

- ***Lack of Diversification/Portfolio Concentration.*** Fund portfolios may not be diversified among industries, types of securities, or a wide range of issuers. Accordingly, the investment portfolio of Funds managed by the Adviser may be subject to more rapid change in value than would be the case if the Funds were required to maintain a wide diversification among industries, investment areas, types of securities and issuers.

- ***Non-U.S. Investments.*** The Funds will invest a portion of their capital commitments in portfolio companies that are headquartered and that have their principal operations outside of the United States. These investments involve special risks not typically associated with investments in the

securities of issuers located in the U.S., including (a) economic and political factors, such as the risk of expropriation, restrictions on repatriation of profits, and political and social instability, (b) differences between U.S. and foreign securities markets, including the absence of uniform accounting, auditing, and financial reporting standards in foreign markets, and the relatively greater price volatility and illiquidity of foreign securities markets, (c) currency exchange risks, including the cost of converting investment cash flows from one currency into another and the possibility of fluctuations in exchange rates and (d) tax-related issues, including the possibility of withholding or other taxes (including on dividends, interest payments or capital gains), confiscatory foreign taxes, and the possibility of double taxation of income earned overseas and increased exposure to liabilities arising from a portfolio company's breach of applicable anti-corruption or other foreign laws or regulations. Because these investments may involve non-U.S. dollar currencies the Funds may be adversely affected by changes in currency rates (including as a result of the devaluation of a foreign currency) and in exchange control regulations and may incur transaction costs in connection with conversions between various currencies.

- ***Small-to-Medium Capitalization Companies.*** The Fund may hold a portion of its assets in companies with small-to medium-sized market capitalizations (generally defined at less than \$10 billion market capitalization) where its portfolio companies has listed on a stock exchange after the completion of an IPO. These stocks, particularly the smaller-capitalization stocks, involve higher risks in some respects than do investments in stocks of larger companies. For example, prices of such stocks are often more volatile than prices of large-capitalization stocks. In addition, due to thin trading in some such stocks, an investment in these stocks may be more illiquid than that of larger volume stocks.
- ***Lack of Liquidity Within Investment Portfolio.*** The Fund's investment portfolio will, to a significant extent, consist of investments in private companies. The marketability and value of each such investment will depend upon many factors beyond the General Partner's control. Generally, the investments will be illiquid and difficult to value, and there will be little or no collateral to protect an investment once made. At the time of the investment, a portfolio company may lack one or more key attributes (e.g., differentiated product, sizable market, profitable sales channel, or strategic alliances) necessary for success. There may be no readily available market for the investments, many of which will be difficult to value, and the disposal of a portfolio investment may be prohibited or delayed many years from the date of initial investment for legal and/or regulatory reasons.
- ***Reliance on Portfolio Company Management Team.*** Each portfolio company's day-to-day operations will be the responsibility of such company's management team. Although the General Partner will be responsible for monitoring the performance of each investment, there can be no assurance that the existing management team, or any successor, will be able to operate the portfolio company in accordance with the Fund's plans. The success of each portfolio company depends in substantial part upon the skill and expertise of each portfolio company's management team.

Additionally, portfolio companies will need to attract, retain, and develop executives and members of their management teams. The market for executive talent is, notwithstanding general unemployment levels or developments within a particular industry, extremely competitive. There can be no assurance that portfolio companies will be able to attract, develop, integrate, and retain suitable members of its management team and, as a result, the Fund may be adversely affected thereby. Instances of fraud and other deceptive practices committed by the management team of portfolio companies in which the Fund has an investment may undermine the General Partner's due diligence efforts with respect to such companies. If such fraud is discovered, it could adversely affect the valuation of the Funds' investments and may contribute to overall market volatility that can negatively impact the investment portfolio.

- ***Early-Stage Investments.*** Although the Funds may have some exposure to private, later-stage companies, they will predominantly have investments in privately-held, early stage companies. These early-stage companies typically have little to no revenues and are usually not profitable. They require considerable additional capital to develop products and markets, acquire customers and achieve or maintain a competitive position. This capital may not be available at all, or on acceptable terms. Further, the products and markets of such companies may not develop as anticipated, even after substantial expenditures of capital. Such companies may face intense competition, including competition from established companies with much greater financial and technical resources, more extensive development, manufacturing, marketing and service capabilities, and a greater number of qualified managerial and technical personnel. Although a Fund may be represented by a member of the General Partner on a portfolio company's board of directors, each portfolio company will be managed by its own officers (who generally will not be affiliated with a Fund or the General Partner). Portfolio companies may have substantial variations in operating results from period to period and experience failures or substantial declines in value at any stage.

- ***Non-Controlling Investments.*** The Fund will hold a non-controlling interest in all or most of its portfolio companies and, therefore, will have a limited ability to protect its position in such portfolio companies. However, it is intended that typical venture capital minority shareholder rights will generally be sought to protect the Funds' interests to the extent possible, but there can be no assurance that such minority shareholder rights will be available or obtained.

- ***Co-investor Risks.*** The Fund will typically always co-invest with other investors in all or most of its portfolio companies and, therefore, will have a limited ability to influence shareholder decisions. There is a risk that the Fund's co-investors may not be aligned with the Fund and may act in ways which may be detrimental to the Fund. These co-investors may also have much larger funds and different investment strategies and objectives which may compromise the value of the portfolio company.



- **Late-Stage Investments.** Funds will have exposure to private, later-stage companies. These companies typically have modest revenues and may or may not be profitable. They may require additional capital, at high valuations, to develop products and markets and achieve or maintain a competitive position. This capital may not be available at all, or on acceptable terms. Further, the products and markets of such companies may not develop as anticipated, even after substantial expenditures of capital. Such companies may face intense competition, including competition from established companies with much greater financial and technical resources, more extensive development, manufacturing, marketing and service capabilities, and a greater number of qualified managerial and technical personnel. Although a Fund may be represented by a member of the General Partner on a portfolio company's board of directors, each portfolio company will be managed by its own officers (who generally will not be affiliated with the Funds or the General Partner). Portfolio companies may have substantial variations in operating results from period to period and experience failures or substantial declines in value at any stage.

- **Due Diligence Risks.** Before making investments, the General Partner intends to conduct due diligence that it deems reasonable and appropriate based on the facts and circumstances applicable to each investment. The size of the investment by the Fund and the Fund's resulting economic interest in the portfolio company may determine how much due diligence material is made available to the Advisor. When conducting due diligence and making an assessment regarding an investment, the General Partner will rely on resources available to it, including information provided by the target of the investment and, in some circumstances, third party investigations. The due diligence process may at times be subjective with respect to newly organized companies for which only limited information is available. Accordingly, there can be no assurance that the due diligence investigation that the General Partner will carry out with respect to any investment opportunity will reveal or highlight all relevant facts that may be necessary or helpful in evaluating such investment opportunity. Further, there can be no assurance that such an investigation will result in an investment being successful.

**The various risk factors highlighted above are not meant to function as an exhaustive list. For additional risks applicable to investing in the Funds, please consult the appropriate Organizational Documents.**

## **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 or a potential client's evaluation of the Adviser or the integrity of the Adviser's management.

The Adviser has no information applicable to this Item.

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

Various entities serve as general partners or managing members of the Funds, and are related persons of the Adviser. In addition, the Adviser shares office space and receives other operational support from a Fund limited partner, Telstra Corporation Limited (“Telstra”). Telstra is Australia’s largest telecommunications company which is listed on the Australian Stock Exchange (ASX:TLS) with a market capitalization of approximately A\$36 billion. The origin of the Fund was established by Telstra in 2011 when Telstra Ventures commenced operations as a 100% owned subsidiary of Telstra. Telstra remains as the largest and majority investor of the Fund. The incentive to provide favorable treatment to Telstra at the expense of other Fund investors is mitigated by the Adviser’s policies regarding the allocation of both Fund expenses and investment opportunities. For a full description of material conflicts of interest created by the relationship among the Adviser and the general partner and managing members, as well as a description of how such conflicts are addressed, please see Item 11 below.

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

### **Code of Ethics**

The Adviser has adopted a written Code of Ethics that is applicable to all of its partners, officers and employees, as well as officers and employees of its affiliates and certain independent contractors (collectively, “Adviser Personnel”). The Code of Ethics, which is designed to comply with Rule 204A-1 under the Investment Advisers Act of 1940 (as amended, the “Advisers Act”), establishes guidelines for professional conduct and personal trading procedures, including certain pre-clearance and reporting obligations. Adviser Personnel and their families and households may purchase investments for their own accounts, including the same investments as may be purchased or sold for a Fund, subject to the terms of the Code of Ethics. Under the Code of Ethics, Adviser Personnel are also required to file certain periodic reports with the Adviser’s Chief Compliance Officer (“CCO”) as required by Rule 204A-1 under the Advisers Act. The Code of Ethics helps the Adviser detect and prevent potential conflicts of interest.

Adviser Personnel who violate the Code of Ethics may be subject to remedial actions, including, but not limited to, profit disgorgement, fines, censure, demotion, suspension or dismissal. Adviser Personnel are also required to promptly report any violation of the Code of Ethics of which they become aware. Adviser Personnel are required to annually certify compliance with the Code of Ethics.

A copy of the Code of Ethics is available to any client or prospective client upon written request to: the Adviser’s CCO, Geoffrey Dolphin at [Geoffrey.Dolphin@team.telstra.com](mailto:Geoffrey.Dolphin@team.telstra.com).

### **Participation or Interest in Client Transactions**

The Adviser and Adviser Investors may invest in and alongside the Funds, either through the General Partners, as direct investors in the Funds or otherwise. A Fund or its General Partner, as applicable, may reduce all or a portion of the Management Fee and Carried Interest related to investments held by such persons. For further details regarding these arrangements, as well as conflicts of interest presented by them, please see “Conflicts of Interest” immediately below.

Due in part to the fact that potential investors in a Fund or a co-investment opportunity (see below) may ask different questions and request different information, the Adviser may provide certain information to one or more prospective investors that it does not provide to all of the prospective investors or limited partners.

### **Conflicts of Interest**

The Adviser and its related entities engage in a broad range of activities, including investment activities for their own account and for the account of other investment funds, and providing transaction-related, investment advisory, management and other services to funds and operating companies. In the ordinary course of conducting its activities, the interests of a Fund may, from time to time conflict with the interests of the Adviser, other Funds or their respective affiliates. Certain of these conflicts of interest, as well a description of how the Adviser addresses such conflicts of interest, can be found below.

The Adviser may, from time to time, establish certain investment vehicles through which Adviser Investors may invest alongside one or more Funds in one or more investment opportunities. Such vehicles, referred to herein as “co- investment vehicles,” may, in certain instances, be contractually required to purchase and sell certain investment opportunities at substantially the same time and substantially the same terms as the applicable Fund that is invested in that investment opportunity. Such co-investment vehicles could be waived from paying Management Fees or Carried Interest.

As a general matter, the general partner of a Fund shall refer to the Advisory Committee any actual or potential conflict of interest involving Adviser related persons, on the one hand, and the Fund, AIV, portfolio company, or their respective affiliates, on the other hand, and shall not take any action that would give rise to such conflict of interest or potential conflict of interest without the prior written consent of the Advisory Committee.

### *Resolution of Conflicts*

In the case of all conflicts of interest, the Adviser’s determination as to which factors are relevant, and the resolution of such conflicts, will be made using the Adviser’s best judgment, but in its sole discretion. In resolving conflicts, the Adviser will consider various factors, including the interests of the applicable Funds with respect to the immediate issue and/or with respect to their longer term courses of dealing. Certain procedures for resolving specific conflicts of interest are set forth below. When conflicts arise, the following factors generally mitigate, but will not eliminate, conflicts of interest:

- (1) A Fund will not make an investment unless the Adviser believes that such investment is an appropriate investment considered from the viewpoint of such Fund;
- (2) Many important conflicts of interest will generally be resolved by set procedures, restrictions or other provisions contained in the Organizational Documents for the Funds;
- (3) Generally, each Fund has (or will have) an advisory committee, consisting of

representatives of investors not affiliated with the Adviser. The advisory committees will play an important role in resolving conflicts by approving or disapproving the appropriateness of decisions that involve significant conflicts of interest referred to it the appropriate General Partner;

- (4) Where the Adviser deems appropriate, unaffiliated third parties may be used to help resolve conflicts, such as the use of an investment banker to opine as to the fairness of a purchase or sale price; and
- (5) Prior to subscribing for interests in a Fund, each investor may conduct due diligence and ask questions or request information relating to significant potential conflicts of interest arising from the proposed activities of the Fund.

In addition, certain provisions of a Fund's Governing Documents are designed to protect the interests of investors in situations where conflicts may exist, although these provisions do not eliminate such conflicts. In certain instances, some of such conflicts of interest may be resolved in a manner adverse to a Fund and its ability to achieve its investment objectives.

The material conflicts of interest encountered by a Fund include those discussed below, although the discussion below does not necessarily describe all of the conflicts that may be faced by a Fund. Other conflicts may be disclosed throughout this brochure and the brochure should be read in its entirety for other conflicts.

#### *Allocation of Investment Opportunities Among Clients*

In connection with its investment activities, the Adviser may encounter situations in which it must determine how to allocate investment opportunities among various clients and other persons, which may include, but are not limited to, the following:

- The Funds;
- Any co-investment vehicles that have been formed to invest side-by-side with one or more Funds in all or particular transactions entered into by such Fund(s) (the investors in such co-investment vehicles may include Adviser Investors and/or individuals and entities that are not investors in any Funds ("Third Parties"));
- Adviser Investors and/or Third Parties that wish to make direct investments (i.e., not through an investment vehicle) side-by-side with one or more Funds in particular transactions entered into by such Fund(s); and
- Adviser Investors and/or Third Parties acting as "co-sponsors" with the Adviser with respect to a particular transaction.

The Adviser has adopted written policies and procedures relating to the allocation of investment opportunities, and will make allocation determinations consistently therewith.

The Funds are generally subject to investment allocation requirements (collectively, "Investment Allocation Requirements"), which will also apply directly or indirectly to certain co-investment vehicles with investments contractually tied to the Funds. Investment Allocation Requirements are

generally set forth in the instrument under which the Fund was established (such as a Fund's Organizational Documents).

#### *Allocation of Co-Investment Opportunities and Secondary Transactions*

The Adviser expects that it may from time to time determine that it is desirable for all or any portion of an investment opportunity to be purchased by third parties including, without limitations, investors, strategic partners, other investors or such persons acting as finders or brokers of transactions or other third parties, and any such amounts may be offered to one or more co-investors pursuant to the procedures included in such Funds' Organizational Documents and as set forth in the following paragraphs.

No investor has a right to participate in any such co-investment opportunities and investing in a Fund does not give an investor any rights, entitlements or priorities to co-investment opportunities, subject to any side letter entered into with an investor that provides such investor with certain rights in respect of co-investments. Decisions regarding whether and to whom to offer such co-investment opportunities, as well as terms on which a co-investment is made, are made in the sole discretion of the General Partner of the applicable Fund. Such co-investment opportunities typically will be offered to some and not other investors, in the sole discretion of the General Partner and investors may be offered a smaller amount of co-investment opportunities than originally requested. In addition, third parties – rather than one or more investors – will from time to time be offered such co-investment opportunities, in the sole discretion of the applicable General Partner. Additionally, non-binding acknowledgements of interest in co-investment opportunities are not Investment Allocation Requirements and do not require the Adviser to notify the recipients of such acknowledgements if there is a co-investment opportunity.

In exercising its discretion to allocate co-investment opportunities with respect to a particular investment among the potential co-investors, the Adviser may consider some or all of a wide range of factors, which include, but are not limited to, one or more of the following:

- The Adviser's evaluation of the size and financial resources of the potential co-investment party and the Adviser's perception of the ability of that potential co-investment party (in terms of, for example, staffing, expertise and other resources) to efficiently and expeditiously participate in the investment opportunity with the relevant Fund(s) without harming or otherwise prejudicing such Fund(s), in particular when the investment opportunity is time-sensitive in nature, as is typically the case;
- Any confidentiality concerns the Adviser has that may arise in connection with providing the other account or person with specific information relating to the investment opportunity in order to permit such potential co-investment party to evaluate the investment opportunity;
- The Adviser's perception of its past experiences and relationships with the potential co-investment party, such as the willingness or ability of the potential co-investment party to respond promptly and/or affirmatively to potential investment opportunities previously offered by the Adviser and the expected amount of negotiations required in connection with a potential co-investment party's commitment;

- The character and nature of the co-investment opportunity (including the potential co-investment amount, structure, geographic location, tax characteristics and relevant industry);
- Level of demand for participation in such co-investment opportunity;
- The Adviser's perception of whether the investment opportunity may subject the potential co-investment party to legal, regulatory, reporting, competitive, confidentiality, public relations, media or other burdens that make it less likely that the other account or person would act upon the investment opportunity if offered;
- The Adviser's evaluation of whether the profile or characteristics of the potential co-investment party may have an impact on the viability or terms of the proposed investment opportunity and the ability of the Funds to take advantage of such opportunity (for example, if the potential co-investment party is involved in the same industry as a target company in which a Fund wishes to invest, or if the identity of the potential co-investment party, or the jurisdiction in which the potential co-investment party is based, may affect the likelihood of a Fund being able to capitalize on a potential investment opportunity); and
- Whether the Adviser believes, in its sole discretion, that allocating investment opportunities to a potential co-investment party will help establish, recognize, strengthen and/or cultivate relationships that may provide indirectly longer-term benefits (including strategic, sourcing or similar benefits) and other value to current or future Funds, portfolio companies and/or the Adviser.

The Adviser's exercise of its discretion in allocating investment opportunities with respect to a particular investment among the persons, including the Funds, potential co-investors, Adviser Investors and Third Parties, and in the manner discussed above may not, and often will not, result in proportional allocations among such persons, and such allocations may be more or less advantageous to some such persons relative to other such persons. For example, the Adviser may be incentivized to offer a co-investment opportunity to certain persons over others based on its economic arrangements with such persons. While the Adviser will determine how to allocate investment opportunities using its best judgment, considering such factors as it deems relevant, but in its sole discretion, there can be no assurance that a Fund's actual allocation of an investment opportunity, if any, or the terms on which that allocation is made will be as favorable as they would be if the conflicts of interest to which the Adviser is subject, discussed herein, did not exist.

In the event the Adviser determines to offer an investment opportunity co-investors, there can be no assurance that the Adviser will be successful in offering a co-investment opportunity to a potential co-investor, in whole or in part, that the closing of such co-investment will be consummated in a timely manner, that the co-investment will take place on the terms and conditions that will be preferable for the Fund or that expenses incurred by the Fund with respect to the syndication of the co-investment will not be substantial. Further, it is possible that a potential co-investment party may experience financial, legal or regulatory difficulties and may, from time to time, have economic, tax, regulatory, contractual or other business interests or goals that are inconsistent with those of a Fund and as a result, may take a different view from the Adviser as to appropriate strategy for an investment or may be in a position to take a contrary action to a Fund's investment objective. In the event that the Adviser is not successful in offering a co-

investment opportunity to potential co-investors, in whole or in part, the Fund may consequently hold a greater concentration and have exposure in the related investment opportunity than was initially intended, which could make the Fund more susceptible to fluctuations in value resulting from adverse economic and/or business conditions with respect thereto.

In addition, to the extent the Adviser has discretion over a secondary transfer of interests in a Fund pursuant to such Fund's Organizational Documents, or is asked to identify potential purchasers in a secondary transfer, the Adviser will do so in its sole discretion, generally taking into account the following factors:

- The Adviser's evaluation of the financial resources of the potential purchaser, including its ability to meet capital contribution obligations;
- The Adviser's perception of its past experiences and relationships with the potential purchaser, including its belief that the potential purchaser would help establish, recognize, strengthen and/or cultivate relationships that may provide indirectly longer-term benefits to current or future Funds and/or the Adviser and the expected amount of negotiations required in connection with a potential purchaser's investment;
- Whether the potential purchaser would subject the Adviser, the applicable Fund, or their affiliates to legal, regulatory, reporting, public relations, media or other burdens;
- Requirements in such Fund's Organizational Documents; and
- Such other facts as it deems appropriate under the circumstances in exercising such discretion.

A purchaser's potential investment into another Fund (including any commitment to a future fund) may be considered, but will not be the sole determining factor considered by the Adviser in determining whether to grant or withhold its consent to a secondary transfer of interests in a Fund.

#### *Conflicts Related to Purchases and Sales*

Conflicts may arise when a Fund makes investments in conjunction with an investment being made by other Funds, or in a transaction where another Fund has already made an investment. Investment opportunities may, from time to time be appropriate for Funds at the same, different or overlapping levels of a portfolio company's capital structure. Conflicts arise in determining the terms of investments, particularly where these clients may invest in different types of securities in a single portfolio company. In certain instances, clients of the Adviser and its affiliates may invest in bank debt and securities of companies in which other clients hold securities, including equity securities. In the event that such investments are made by a Fund, the interests of such Fund will at times conflict with the interest of such other Fund, particularly in circumstances where the underlying company is facing financial distress. The involvement of such persons at both the equity and debt levels could inhibit strategic information exchanges among fellow creditors. In certain circumstances, Funds may be prohibited from exercising voting or other rights, and may be subject to claims by other creditors with respect to the subordination of their interest. If additional capital is necessary as a result of financial or other difficulties, or to finance growth or other opportunities, the Funds may or may not provide such additional capital, and if provided each Fund will supply such additional capital in such amounts, if any, as determined by the Adviser.

In addition, a conflict may arise in allocating an investment opportunity if the potential investment target could be acquired by either a Fund or a portfolio company of another Fund. There can be no assurance that the return of a Fund participating in a transaction would be equal to and not less than another Fund participating in the same transaction or that it would have been as favorable as it would have been had such conflict not existed.

A Fund may invest in opportunities that other Funds have declined, and likewise, a Fund may decline to invest in opportunities in which other Funds have invested.

From time to time the Adviser may, in its discretion, enter into transactions with investors in one or more Funds to dispose of all or a portion of certain investments held by one or more Funds. In exercising its discretion to select the purchaser(s) of such investments, the Adviser will consider the factors it deems to be relevant in its sole discretion. The sales price for such transactions will be mutually agreed to by the Adviser and such purchaser(s); however, determinations of sales prices involve a significant degree of judgment by the Adviser. Although the Adviser is not obligated to solicit competitive bids for such sales transaction or to seek the highest available price, it will first determine that such transaction is in the best interests of the applicable Fund(s), taking into account the sales price and the other terms and conditions of the transaction. There can be no assurance, in light of the performance of the investment following such a transaction, that such transaction will ultimately prove to be the most profitable or advantageous course of action for the applicable Fund(s). Any such transactions will comply with the Organizational Documents of the applicable Fund(s).

A Fund may sell down an interest in its portfolio companies to co-investors. Subject to the Organizational Documents, the Adviser may charge (or may decide not to charge) a co-investor (such as a Fund Investor or Third Party) interest costs for the time period between the closing of the applicable Fund's investment in a portfolio company to the date of the transfer of interests in such portfolio company to the applicable co-investor.

The Funds will, from time to time, enter into equity commitment arrangements whereby, subject to any applicable documentation, a Fund agrees that upon the closing of a transaction with respect to a potential portfolio company, it will purchase equity securities in a transaction.

### *Cross-Transactions*

In certain cases, the Adviser may seek to cause a Fund to purchase investments from another Fund, or it may seek to cause a Fund to sell investments to another Fund. Such transactions create conflicts of interest because, by not exposing such buy and sell transactions to market forces, a Fund may not receive the best price otherwise possible, or the Adviser might have an incentive to improve the performance of one Fund by selling underperforming assets to another Fund in order, for example, to earn fees. Additionally, in connection with such transactions, the Adviser, its affiliates and/or their professionals (i) may have significant investments, or intentions to invest, in the Fund that is selling and/or purchasing such an investment or (ii) otherwise have a direct or indirect interest in the investment (such as through certain other participations in the investment). The Adviser and its affiliates receive management or other fees in connection with their management of the relevant Funds involved in such a transaction, and generally are entitled to share in the investment profits of the relevant Funds.



In determining whether to seek to consummate such a transaction, the Adviser will consider its duties to the applicable Fund and determine whether the purchase or sale and price or other terms are comparable to what could be obtained through an arm's length transaction with a third party on commercially reasonable terms.

### *Management of the Funds*

The Adviser may manage a number of Funds that may have investment objectives similar to each other. The Adviser expects that it or its personnel will in the future establish one or more additional investment funds with investment objectives substantially similar to, or different from, those of the current Funds. Allocation of available investment opportunities between the Funds and any such investment fund could give rise to conflicts of interest. See "*Allocation of Investment Opportunities Among Clients*" above. The Adviser may give advice or take actions with respect to, the investments of one or more Fund that may not be given or taken with respect to other Funds with similar investment programs, objectives or strategies. As a result, Funds with similar strategies may not hold the same securities or achieve the same performance. In addition, a Fund may not be able to invest through the same investment vehicles, or have access to similar credit or utilize similar investment strategies as another Fund. These differences may result in variations with respect to price, leverage and associated costs of a particular investment opportunity.

In addition, it is expected that employees of the Adviser responsible for managing a particular Fund will have responsibilities with respect to other Funds managed by the Adviser, including funds raised in the future or to proprietary investments made by the Adviser and/or its principals of the type made by a Fund. Conflicts of interest arise in allocating time, services or functions of these officers and employees.

The Adviser may, consider, and reject an investment opportunity on behalf of one Fund and, the Adviser or an affiliate of the Adviser may subsequently determine to have another Fund make an investment in the same company. A conflict of interest arises because one fund will, in such circumstances, benefit from the initial evaluation, investigation and due diligence undertaken by the Adviser on behalf of the original Fund considering the investment. In such circumstances, the benefitting fund or funds will not be required to reimburse the original Fund for expenses incurred in connection with researching such investment.

### *Follow-on Investments*

Investments to finance follow-on acquisitions may present conflicts of interest, including determination of the equity component and other terms of the new financing as well as the allocation of the investment opportunities in the case of follow-on acquisitions by one Fund in a portfolio company in which another Fund has previously invested. In addition, a Fund may participate in re-leveraging and recapitalization transactions involving portfolio companies in which another Fund has already invested or will invest. Conflicts of interest arise, including determinations of whether existing investors are being cashed out at a price that is higher or lower than market value and whether new investors are paying too high or too low a price for the company or purchasing securities with terms that are more or less favorable than the prevailing market terms.

### *Conflicts Relating to the General Partner and the Adviser*

The Adviser generally may, in its discretion, recommend to a Fund or to a portfolio company thereof (in response to a solicitation for a recommendation or otherwise) that it contract for services with (i) the Adviser or a related person of the Adviser (including but not limited to a portfolio company of a Fund) or (ii) an entity with which the Adviser or its affiliates or a member of their personnel has a relationship or from which the Adviser or its affiliates or their personnel otherwise derives financial or other benefit (e.g., through ownership, employment or other interest). These relationships that the Adviser may have with a service provider can influence the Adviser in determining whether to select, or recommend such service provider to perform services for a Fund or a portfolio company.

The Adviser, its affiliates, and partners, officers, principals and employees of the Adviser and its affiliates may buy or sell securities or other instruments that the Adviser has recommended to Funds. Officers, principals and employees of the Adviser may also buy securities in transactions offered to but rejected by Funds. A conflict of interest may arise because such investing Adviser personnel will, for some investments, benefit from the evaluation, investigation, and due diligence undertaken by the Adviser on behalf of the Fund. In such circumstances, the investing Adviser personnel will not share or reimburse the relevant Fund(s) and/or the Adviser for any expenses incurred in connection with the investment opportunity. The transactions described above are subject to the policies and procedures set forth in the Adviser's Code of Ethics and investors will not benefit from any such investments. The investment policies, fee arrangements and other circumstances of these investments may vary from those of the Funds. Additionally, while the significant interests of officers, principals and employees of the Adviser in a Fund's portfolio companies generally aligns the interest of such persons with the Fund, such persons may have different interests from the Fund with respect to such investments (for example, with respect to the availability and timing of liquidity).

#### *Fee Structure*

Because there is a fixed investment period after which capital from investors in the Funds will only be drawn down in limited circumstances and because Management Fees are, at certain times during the life of the Funds, based upon capital invested by the Funds, this fee structure creates an incentive to deploy capital when the Adviser would not otherwise have done so.

Additionally, as discussed above in Item 6, the General Partners of many of the Funds are entitled to Carried Interest under the terms of the Organizational Documents of such Funds. Such general partners are affiliates of the Adviser. The existence of the general partners' Carried Interest creates an incentive for the general partners to cause such Funds to make more speculative investments than they would otherwise make in the absence of performance-based compensation.

Pursuant to the Organizational Documents, the General Partner may be required to return excess amounts of Carried Interest as a "clawback". To the extent permissible under the applicable Organizational Document, this clawback obligation may create an incentive for the General Partner to defer disposition of one or more investments or delay the liquidation of a Fund if the disposition and/or liquidation would result in a realized loss to the Fund or would otherwise result in a clawback situation for the general partner.

#### *Fund Level Borrowing*

The Funds from time-to-time may borrow funds or enter into other financing arrangements for various reasons, including to pay fund expenses, to pay management fees, to make or facilitate new or follow-on investments, to make payments under hedging transactions, to cover any shortfall resulting from an investor's default or exclusion. If a Fund borrows in lieu of calling capital to fund the acquisition of an investment, the borrowing would generally be used for all limited partners in such Fund on a pro-rata basis, including the general partner.

To the extent the Fund uses borrowed funds in advance or in lieu of capital contributions, the Fund's investors generally will later make capital contributions, but the Fund will bear the expense of interest on such borrowed funds. As a result, the Fund's use of borrowed funds will impact the calculation of net performance metrics (to the extent that they measure investor cash flows) and may make net IRR calculations higher than it otherwise would be without fund-level borrowing, as these calculations generally depend on the amount and timing of capital contributions. While a Fund will bear the expense of borrowed funds, such borrowings can also increase the Carried Interest received by the Fund's general partner by decreasing the amount of distributions from the Fund that are required to be made to the investors in satisfaction of the preferred return. The general partner therefore may have a conflict of interest in deciding whether to borrow funds because the general partner may receive disproportionate benefits from such borrowings.

Borrowing by a Fund will generally be secured by capital commitments made by the investors in such Fund and/or by such Fund's assets, and documentation relating to such borrowing may provide that during the continuance of a default under such borrowing, the interests of the investors may be subordinated to such Fund-level borrowing. Moreover, tax-exempt investors should note that the use of borrowings by the Fund may cause the realization of "unrelated business taxable income."

#### *Limited Partner Advisory Committee*

The Funds may have Limited Partner Advisory Committees (an "Advisory Committee"). Neither the members of a Fund's Advisory Committee, nor the Limited Partners on behalf of whom such members act as representatives, owe any duties (fiduciary or otherwise) under the Fund's Limited Partnership Agreement, or at law or in equity, to the Fund or any Partner in respect of the activities of the Advisory Committee, other than the duty to act in good faith.

#### *Providers of Operations Support*

The Adviser, the Funds and/or the portfolio companies may from time to time retain other companies and individuals to provide operational support, specialized operations and consulting services and similar or related services to, or in connection with, one or more portfolio companies in relation to the identification, acquisition, holding, improvement and disposition of such portfolio companies. Such providers may include employees of portfolio companies, third party consultants (including specialized consultants, external executives, and industry advisory roundtable members), "operating partners" or "senior advisors" (together, "Operations Support Providers").

The nature of the relationship with each such Operations Support Provider and the time devotion requirements of each such Operations Support Provider may vary significantly. Certain Operations Support Providers may be subject to contractual obligations to exclusively provide certain services to the Funds and/or the portfolio companies. Certain of the Operations Support Providers may serve on the boards of directors of companies unrelated to those held by the Funds (including companies that are competitors of, customers of, or service providers to, the portfolio companies). These arrangements may be memorialized in a formal written agreement or may be informal and are negotiated individually, depending upon the anticipated Operations Support Services to be provided. Operations Support Providers may be offered the ability to co-invest alongside Funds, including in investments in which such Operations Support Provider is involved or participates in the management thereof.

Pursuant to the Organizational Documents of the Funds, fees and expenses associated with such providers (“Operations Expenses”) will typically be paid and/or reimbursed by portfolio companies and/or the Funds and will be determined at the discretion of the applicable General Partner taking into account the particular services to be performed. Operations Expenses may include an annual fee or retainer, a discretionary bonus, a profits or equity interest in the Funds and/or portfolio company or other incentive-based compensation. Such fees and expenses will not be included in the determination of the Management Fee offset described in above and to the extent such providers are compensated directly by the Adviser or its affiliates, any reimbursement to the Adviser by a portfolio company or a Fund will not be considered an Other Fee. Because such costs and expenses are paid for by portfolio companies and/or the Fund or, if incurred by the Adviser, are reimbursed by portfolio companies and/or the Funds, the Adviser may not necessarily seek out the lowest cost options when incurring (or causing the portfolio companies or the Fund to incur) such expenses. Over time, certain existing and former employees of the Adviser (including senior personnel) may transition to an Operations Support Provider role, which may shift the burden of compensation such persons from the Adviser to the applicable Fund and/or its portfolio companies.

The Adviser believes any such potential conflicts of interest are mitigated by the quality, availability or other benefits to be realized from the services to be provided.

#### *Diverse Membership*

The investors in the Funds may include U.S. taxable and tax-exempt entities, and institutions from jurisdictions outside of the U.S.. Such investors often have conflicting investment, tax and other interests with respect to their investments in a Fund. The conflicting interests among the investors generally relate to or arise from, among other things, the nature of investments made by a Fund, the structuring of the acquisition of investments and the timing of the disposition of investments. As a consequence, conflicts of interest arise in connection with decisions made by the Adviser or its affiliates, including with respect to the nature or structuring of investments, that are more beneficial for one investor than for another investor, especially with respect to investors’ individual tax situations. In selecting and structuring investments appropriate for a Fund, the Adviser and its affiliates will consider the investment and tax objectives of the applicable Fund, not the investment, tax or other objectives of any investor individually.

#### *Business with Portfolio Companies and Investors*

Given the collaborative nature of the Adviser's business and the portfolio companies in which the Funds have invested, there may be situations where the Adviser is in the position of recommending portfolio company services to other portfolio companies of the Funds or, which may involve fees, commissions, servicing payments and/or discounts to the Adviser, an affiliate, or a portfolio company. The Adviser may have a conflict of interest in making such recommendations, in that the Adviser has an incentive to maintain goodwill between it and the existing and prospective portfolio companies of the Funds, while the products or services recommended may not necessarily be the best available to the portfolio companies held by the Funds. The benefits received by a portfolio company providing a service may be greater than those received by the Fund(s) and its portfolio companies receiving the service.

In certain instances, a Fund's portfolio company competes with, is a customer of, or is a service provider to, another Fund's portfolio company. In providing advice to a portfolio company's business, the Adviser is not obligated to, and need not, take into consideration the interests of other relevant portfolio companies or Funds. As a result, a conflict of interest may arise in these instances because advice and recommendations provided by the Adviser to a portfolio company may have adverse consequences to the portfolio company owned by another Fund.

In addition, certain portfolio companies controlled by a Fund may, from time to time in the future engage in activities that could adversely affect another Fund and/or its portfolio company, including, for instance, as a result of laws and regulations or certain jurisdictions (such as bankruptcy, environmental, consumer protection and/or labor or union laws) that may not recognize or permit the segregation of assets and liabilities between separate entities. Such jurisdictions may also allow for recourse against assets that are under common control with, or part of the same economic group as the entity that has incurred the liability. This may result in the assets of a Fund and/or a portfolio company being used to satisfy the obligations or liabilities of another Fund or its portfolio company.

The Adviser may have an incentive to recommend the products or services of certain investors or prospective investors in the Funds, certain Third Parties, or their related businesses to the Funds or their portfolio companies for use or purchase, even though the products or services recommended may not necessarily be the best available to the Funds or the portfolio companies.

In certain situations, a Fund may invest in a portfolio company in which an investor, directly or indirectly holds an interest or otherwise derives a financial or other benefit. While not generally anticipated to occur, such transactions create a conflict of interest because the Adviser may have an incentive to cause the Fund to make an investment in such a portfolio company and/or to structure the terms of such investment in a manner that is believed to strengthen and/or cultivate relationships that may provide benefits to current or future related Funds and/or the Adviser and as a result, such conflicts of interest could affect the negotiations of the terms of the investment. To the extent such a transaction arises, the Adviser believes that the economic arrangement of the Adviser and its affiliates (e.g., the carried interest that it would receive) and the requirement that the personnel of the Adviser have exposure to such portfolio companies through their investments in a Fund.

Portfolio companies invested into by a Fund may, from time to time in the future provide services to certain Fund investors. The Adviser has an incentive to cause the portfolio company to favor those investors relative to other portfolio company clients or customers in terms of pricing or

otherwise, which could adversely affect the portfolio company's profitability to the Fund. Additionally, the portfolio company could recommend to its clients or customers that they invest in a Fund.

A Fund's portfolio companies may be counterparties or participants in agreements, transactions or other arrangements with portfolio companies of other Funds managed by the Adviser that, although the Adviser determines to be consistent with the requirements of such Funds' Organizational Documents, may not have otherwise been entered into but for the affiliation with the Adviser, and which may provide economic or other benefits to the Adviser or its affiliates. For example, the Adviser may in the future cause portfolio companies to enter into agreements regarding group procurement (which may depend on the volume of services purchased under these agreements and which may be pooled across multiple portfolio companies and discounted due to scale), benefits management, data management and/or mining, technology development, purchase or title and/or other insurance policy (which may be pooled across multiple portfolio companies and discounted to scale) and other similar operational initiatives that may result in fees, better pricing, rebates, commissions or similar payments and/or discounts being paid to the Adviser, its affiliates or a portfolio company, including related to a portion of the savings achieved by the portfolio company. While the Adviser may have a conflict of interest because its economic benefit may incentivize the Adviser to maintain such arrangements, the Adviser believes that such agreements benefit the portfolio companies due to increased access to quality products and services at beneficial pricing and the Adviser's benefits from such arrangements are reduced because the Adviser only benefits on at the same rate as the portfolio companies. However, it should not be assumed that a company related to, or otherwise affiliated with the Adviser will only take actions that are beneficial to, or not opposed to, the interests of a Fund and its portfolio companies.

Employees of the Adviser may serve as directors of portfolio companies. While conflicts of interest may arise in the event that such employee's fiduciary duties as a director conflicts with those of the Funds, it is expected that the interests will generally be aligned.

Certain members of a Fund's advisory committee are, or in the future may be, officers or directors of, or otherwise affiliated with, investors in another Fund. The general partner of a Fund may from time to time utilize the services of investors and their affiliates on an arm's length basis with commercially reasonable terms, as it deems appropriate.

#### *Service Providers*

The Adviser and/or its affiliates may engage certain service providers to provide services to the Adviser, the Funds and/or the portfolio companies, including services during the due diligence and acquisition process. Such service providers may be, in certain circumstances, investors in a Fund or affiliates of such investors and may include, for example, investment or commercial bankers, outside legal counsel pension consultants and/or other investors who provide services (including mezzanine and/or lending arrangements). This creates a conflict of interest, as the Adviser may give such investor preferred terms with respect to its investment in a Fund, or may have an incentive to offer such investor co-investment opportunities that it would not otherwise offer to such investor.

Although the Adviser selects service providers that it believes will enhance portfolio company

performance (and, in turn, the performance of a Fund), there is a possibility that the Adviser may favor such retention or continuation because of its own (or a related party's) interests even if a better price and/or quality of service could be obtained from another person. The Adviser will have a conflict of interest with a Fund in recommending the retention or continuation of a service provider to such Fund or a portfolio company because of its financial or other business interest, such as its belief that the service provider will continue to invest in such Fund or will provide other services that are beneficial to the Adviser.

The Adviser or its affiliates and service providers, often charge varying amounts or may have different fee arrangements for different types of services provided. For instance, fees for various types of work often depend on the complexity of the matter, the expertise required and the time demands of the service provider. As a result, to the extent the services required by the Adviser or its affiliates differ from those required by the Funds and/or its portfolio companies, the Adviser and its affiliates will pay different rates and fees than those paid by the Funds and/or its portfolio companies. Notwithstanding the foregoing, the Adviser generally does not anticipate it will enter into any arrangement with a service provider that provides for a lower rate or discount than those available to a Fund or a portfolio company for comparable services.

#### *Side Letter Agreements; Advisory Committee Rights*

The Adviser may enter into certain side letter arrangements with certain investors in a Fund providing such investors with different or preferential rights or terms, including but not limited to information and reporting rights, excuse or exclusion rights, waiver of certain confidentiality obligations, certain rights or terms necessary in light of particular legal, regulatory or policy requirements of a particular investor, additional obligations and restrictions with respect to structuring particular investments in light of the legal and regulatory considerations applicable to a particular investor, veto rights and liquidity or transfer rights. The Advisor also has in place various commercial arrangements with Telstra which will create revenue opportunities for some of the portfolio companies and Telstra. Telstra is funding various sales and marketing incentives to this effect. Telstra is also providing a limited license to use Telstra's brand, resources and other benefits to the Advisor, the Fund and some of the portfolio companies. Except as otherwise agreed with an investor, the Adviser (or applicable General Partner) is not required to disclose the terms of side letter arrangements with other investors in the same Fund.

Many of the Funds have established an advisory committee, consisting of representatives of investors. A conflict of interest may exist when some, but not all limited partners are permitted to designate a member to the advisory committee. The advisory committee may also have the ability to approve conflicts of interests with respect to the Adviser and the applicable Fund, which could be disadvantageous to the investors, including those investors who do not designate a member to the advisory committee. Representatives of the advisory committee may have various business and other relationships with the Adviser and its partners, employees and affiliates. These relationships may influence the decisions made by such members of the advisory committee. The advisory committee also has various approval rights under the Limited Partnership Agreement of the Fund including but not limited to the requirement to approve quarterly portfolio company valuations.

#### *Other Potential Conflicts*

The Organizational Documents of a Fund establish complex arrangements among the Funds, the

Adviser, investors, and other relevant parties. From time to time, questions may arise regarding certain parties' rights and obligations in certain situations, some of which may not have been contemplated upon the negotiation and execution of such documents. In some instances, the operative provisions of the Organizational Documents, if any, may be broad, unclear, general, conflicting, ambiguous, and vague and may allow for multiple reasonable interpretations. In other instances, there may not be a directly applicable provision. While the Adviser will construe the relevant provisions in good faith and in a manner consistent with its fiduciary duty and legal obligations, the interpretations used may not be the most favorable to a Fund or its investors.

The Adviser and the Funds will generally engage common legal counsel and other advisers in a particular transaction, including a transaction in which there may be conflicts of interest. Members of the law firms engaged to represent the Funds may be investors in a Fund, and may also represent one or more portfolio companies or investors in a Fund. In the event of a significant dispute or divergence of interest between Funds, the Adviser and/or its affiliates, the parties may engage separate counsel in the sole discretion of the Adviser and its affiliates, and in litigation and other circumstances separate representation may be required. Additionally, the Adviser and the Funds and the portfolio companies of the Funds will, from time to time engage other common service providers. In certain circumstances, the service provider may charge varying rates or engage in different arrangements for services provided to the Adviser, the Funds, and/or the portfolio companies. This may result in the Adviser receiving a more favorable rate on services provided to it by such a common service provider than those payable by the Funds and/or the portfolio company, or the Adviser receiving a discount on services even though the Funds and/or the portfolio companies receive a lesser, or no, discount. This creates a conflict of interest between the Adviser, on the one hand, and the Funds and/or portfolio companies, on the other hand, in determining whether to engage such service providers, including the possibility that the Adviser will favor the engagement or continued engagement of such persons if it receives a benefit from such service providers, such as lower fees, that it would not receive absent the engagement of such service provider by the Funds and/or the portfolio companies.

The Adviser and its personnel may from time to time receive certain intangible and/or other benefits and/or perquisites arising or resulting from their activities on behalf of a Fund, including benefits and other discounts provided from service providers. For example, airline travel or hotel stays incurred as Fund expenses may result in "miles" or "points" or credit in loyalty/status programs to the Adviser and/or its personnel, and such rewards and/or amounts will exclusively benefit the Adviser and/or such personnel and will not be subject to the offset arrangements described above or otherwise shared with such Fund, its investors and/or the portfolio companies.

The Funds may create a platform for acquiring companies in a particular industry for the purpose of creating synergies across, and adding value to, such companies (e.g., merging companies together to create economies of scale or running certain companies in a coordinated manner). In such instances, a holding company ("Holding Company") would be created that would acquire and manage the companies in the platform. The Holding Company would be staffed with personnel responsible for sourcing, acquiring and managing companies for the Holding Company. The Holding Company's costs and expenses (including compensation for its personnel, which compensation may include, among other things, the granting of profit participation in certain investments of Holding Company and/or a capital interest in such investments or the underlying assets) would be borne by the Holding Company (and, therefore, indirectly borne by the Fund). Such costs and expenses will not offset the Management Fee and are in addition to Management



Fees and other compensation (e.g., Carried Interest) received by the Adviser or its affiliates. In addition, as the Adviser or its affiliates earns Management Fees and Carried Interest from the Fund, the Adviser or its affiliates will benefit from the assets, income and gains of Holding Company.

The Organizational Documents of certain Funds may permit the General Partner of each such Fund to cause such Fund to distribute such General Partner's share of securities resulting from an investment disposition by such Fund to such General Partner or its affiliates (including managing directors and employees) in kind, while disposing of limited partners' share of such securities and distributing the net cash proceeds of such sale of securities to the limited partners. This ability creates conflicts of interest between the General Partners and the limited partners of the applicable Fund, because the General Partner has an incentive to cause the Fund to exit an investment at a time that may result in limited partners receiving a lesser return on such investment than would be the case if the General Partner was prohibited from receiving its proceeds from investments in kind (or was otherwise required to receive its share of investment proceeds in the same form as limited partners). Furthermore, the General Partner, or its affiliates, may receive distributions in kind from an investment disposition. In the event the General Partner, or its affiliates, receive such a distribution, the General Partner will generally act in its own interest with respect to its share of securities and may determine to sell the distributed securities, or hold on to the distributed securities for such time as the General Partner shall determine. The ability of the General Partner to act in its own interest with respect to such distributed shares creates a conflict of interest between the General Partner or affiliate, as an adviser to the Fund, and the Fund.

The Organizational Documents of certain Funds may permit each such Fund's General Partner to withhold information from certain limited partners or investors in such Fund in certain circumstances. For instance, information will typically be withheld from limited partners that are subject to Freedom of Information Act or similar requirements. The General Partner may elect to withhold certain information to such limited partners for reasons relating to the General Partner's public reputation or overall business strategy, despite the potential benefits to such limited partners of receiving such information.

Please see the discussion above under the sub-heading "Resolution of Conflicts" for a description of the means by which the Adviser and its related persons may seek to alleviate conflicts of interest among the Funds or other persons.

## **ITEM 12 – BROKERAGE PRACTICES**

As Funds invest primarily in private equity ventures, the Adviser anticipates that investments in publicly traded securities will be infrequent occurrences (e.g., money market instruments pending investment in a portfolio company, securities held as a result of initial public offerings of portfolio companies, going-private transactions, etc.). However, to meet its fiduciary duties to the Funds, the Adviser has adopted written policies to address issues that might arise with respect to purchasing, holding, and selling publicly traded securities.

### **Selection of Brokers and Dealers**

For each of the Funds, the Adviser has, subject to the direction of such Fund's General Partner, if applicable, sole discretion over the purchase and sale of investments (including the size of such transactions) and the broker or dealer, if any, to be used to effect transactions. In placing each transaction for a Fund involving a broker-dealer, the Adviser will seek "best execution" of the transaction. "Best execution" means obtaining for a Fund account the lowest total cost (in purchasing a security) or highest total proceeds (in selling a security), taking into account the circumstances of the transaction and the reputability and reliability of the executing broker or dealer.

In determining whether a particular broker or dealer is likely to provide best execution in a particular transaction, the Adviser takes into account all factors that it deems relevant to the broker's or dealer's execution capability, including, by way of illustration, price, the size of the transaction, the nature of the market for the security, the amount of the commission, the timing of the transaction taking into account market prices and trends, the reputation, experience and financial stability of the broker or dealer, and the quality of service rendered by the broker or dealer in other transactions.

In order to monitor best execution, the Adviser's CCO will periodically monitor broker-dealers to assess the quality of execution of brokerage transactions effected on behalf of the Adviser and each Fund.

The Adviser does not receive "soft dollars" in connection with its use of broker-dealers.

## **ITEM 13 – REVIEW OF ACCOUNTS**

### **Oversight and Monitoring**

The investment portfolios of the Funds are generally private, illiquid and long-term in nature, and accordingly the Adviser's review of them is not directed toward a short-term decision to dispose of securities. However, the Adviser closely monitors the portfolio companies of the Funds and generally maintains an ongoing oversight position in such portfolio companies. The portfolios are reviewed by a team of investment professionals on an on-going basis. The team generally includes Managing Partner and other investment professionals of the Adviser.

### **Reporting**

Investors in the Funds typically receive, among other things, a copy of audited financial statements of the relevant Fund after the fiscal year end of such Fund, as well as quarterly performance reports after each fiscal quarter end. The Adviser and the applicable General Partner, if any, will from time to time, in their sole discretion, provide additional information relating to such Fund to one or more investors in such Fund as they deem appropriate.

The Advisor will distribute to each Investor other information periodically as the Adviser may deem appropriate.

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

Registered investment advisers are required to disclose all material facts regarding any compensation or other benefits it receives, directly or indirectly, for client referrals.

The Adviser does not pay or redirect a portion of its fees to persons who have introduced clients to the Adviser.

#### **ITEM 15 – CUSTODY**

The Adviser and its related general partner entities are deemed to have custody of the assets of Fund assets pursuant to Advisers Act Rule 206(4)-2. Cash and securities attributed to the Funds are required to be maintained by a ‘qualified custodian’ in such Fund’s name, unless the security is otherwise exempt from this requirement (*e.g.*, certain privately offered securities). The financial statements of certain Client funds will be (a) prepared or reconciled in accordance with GAAP, (b) audited by an independent accounting firm that is registered with, and subject to regular examination by, the Public Company Accounting Oversight Board (‘PCAOB’) and (c) distributed to the Client fund’s investors (i) within 120 days following such fund’s fiscal year end and (ii) promptly after liquidation.

#### **ITEM 16 – INVESTMENT DISCRETION**

The Adviser has discretionary authority to manage securities accounts pursuant to a grant of authority in the Fund’s investment advisory contracts or Organizational Documents.

#### **ITEM 17 – VOTING CLIENT SECURITIES**

The Adviser has established written policies and procedures setting forth the principles and procedures by which the Adviser votes or gives consent with respect to securities owned by the Funds (“Votes”). The guiding principle by which the Adviser votes all Votes is to vote in the best interests of each Fund by maximizing the economic value of the relevant Fund’s holdings, taking into account the relevant Fund’s investment horizon, the contractual obligations under the relevant Advisory Agreements or comparable documents, and all other relevant facts and circumstances at the time of the vote. The Adviser does not permit Voting decisions to be influenced in any manner that is contrary to, or dilutive of, this guiding principle.

It is the Adviser’s general policy to vote or give consent on all matters presented to security holders in any Vote. However, the Adviser reserves the right to abstain on any particular Vote or

otherwise withhold its vote or consent on any matter if, in the judgment of the Adviser's CCO or the relevant Adviser investment professional, the costs associated with voting such Vote outweigh the benefits to the relevant Funds or if the circumstances make such an abstention or withholding otherwise advisable and in the best interests of the relevant Funds.

Funds generally cannot direct the Adviser's Vote.

All Voting decisions initially are referred to the Adviser's Managing Partners or appropriate professional for a voting decision. In most cases, the Adviser's Managing Partners will make the decision as to the appropriate vote for any particular Vote. In making such decision, he or she may rely on any of the information and/or research available to him or her.

The Adviser's CCO has the responsibility to monitor Votes for any conflicts of interest, regardless of whether they are actual or perceived. All Voting decisions will require a mandatory conflicts of interest review by the Adviser's CCO in accordance with these policies and procedures, which will include consideration of whether the Adviser or any investment professional or other person recommending how to vote has an interest in how the Vote is voted that may present a conflict of interest. In addition, all Adviser investment professionals are expected to perform their tasks relating to the voting of Votes in accordance with the principles set forth above, according the first priority to the best interest of the relevant Funds. The Adviser's CCO will use his or her best judgment to address any such conflict of interest and ensure that it is resolved in accordance with his or her independent assessment of the best interests of the Funds.

Where the Adviser's CCO deems appropriate in his or her sole discretion, unaffiliated third parties may be used to help resolve conflicts. In this regard, the Adviser's CCO shall have the power to retain independent fiduciaries, consultants, or professionals to assist with Voting decisions and/or to delegate voting or consent powers to such fiduciaries, consultants or professionals.

Copies of relevant proxy logs, identifying how proxies were voted in connection with a Fund are available to any client or prospective client upon written request to the Adviser's CCO at [Geoffrey.Dolphin@team.telstra.com](mailto:Geoffrey.Dolphin@team.telstra.com).

## **ITEM 18 – FINANCIAL INFORMATION**

The Adviser has no financial commitment that is reasonably likely to impair its ability to meet contractual and fiduciary commitments to the Fund. The Adviser has not been the subject of a bankruptcy petition.

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

Not applicable.