

Aura Term Deposit Fund

INFORMATION MEMORANDUM

16 May 2023

ISSUED BY:

AURA CAPITAL PTY LTD
ACN 143 700 887

Australian Financial Services Licence number: 366230

WHOLESALE INVESTORS ONLY

About This Information Memorandum

Disclaimer

You must read the following notices before reading or making any use of this document or any information contained in this document.

Purpose

This document comprises an Information Memorandum for the Aura Term Deposit Fund (the "Fund"), dated 16 May 2023 ("Information Memorandum"). This document is provided by Aura Capital Pty Limited ACN 143 700 887 in its capacity as trustee of the Fund ("Aura", "Trustee", "we", "our" or "us") solely for information purposes of discussing investment opportunities in relation to the Fund and the proposed offer to invest in Units in the Fund (the "Offer").

The Trustee has appointed Aura Funds Management Pty Ltd (ACN 607 158 814), as the investment manager ("Manager") of the Fund. The Manager is an Authorised Representative (1233893) of Aura Capital Pty Ltd (ACN 143 700 887) Australian Financial Services Licence ("AFSL") number 366230. The Trustee and the Manager are related parties and are part of Aura Group.

Statements in this document are made only as of the date of this document unless otherwise stated and the information in this document remains subject to change without notice. This document does not purport to be all inclusive or to contain all information which recipients may require in connection with the Offer. The Trustee may in its absolute discretion, but without being under any obligation to do so, update or supplement this document.

Accordingly, any recipient of this document should independently satisfy themselves as to the accuracy of all information contained herein. Before you invest, you should read this Information Memorandum (and any supplementary information) carefully and in its entirety, and, if required, obtain independent advice from your trusted advisor about whether an investment in the Fund is suitable for you.

No Disclosure Document

The regulated fundraising (product disclosure statement) requirements of the Corporations Act do not apply to this Offer and this Information Memorandum does not contain all of the information which would be required in a product disclosure statement prepared in accordance with the requirements of the Corporations Act. This Information Memorandum has not been, nor will it be lodged with the Australian Securities and Investments Commission.

Further, this Information Memorandum has been prepared to the best of the knowledge and belief of the Trustee. It does not purport to be complete, accurate or contain all information which recipients may require to make an informed assessment of whether to invest in the Fund. The information contained in this Information Memorandum also does not take into account the investment objectives, financial situation or particular needs of any recipient and is not financial product advice.

The Offer under this IM can only be made to recipients who qualify as 'wholesale clients' under subsection 761G(7) of the Corporations Act or as 'sophisticated investors' under section 761GA of the Corporations Act. By accepting a copy of this Information Memorandum, you warrant to the Trustee that you are not a retail client as the term is defined under the Corporations Act. If you are not such a person, please do not read this document. Please return it immediately to the Trustee and destroy or delete any copies.

Units in the Fund will only be issued to persons in Australia or internationally if it is lawful for the Trustee to do so.

Before making a decision about investing or reinvesting in the Fund, you are encouraged to:

- read this Information Memorandum and associated documents such as the Fund's Constitution;
- conduct your own independent investigations and analysis of the Fund; and
- obtain appropriate and independent financial, legal and tax advice.

Forward-Looking Statements

Certain statements, beliefs and opinions contained in this document, particularly those regarding the possible or assumed future financial or other performance of entities referred to in the document, are or may be forward-looking statements. These forward-looking statements include all matters that are not historical facts. By their nature, forward-looking statements involve known and unknown risks, uncertainties and other factors because they relate to events and depend on circumstances that may or may not occur in the future and may be beyond the Trustee's ability to control or predict which may cause the actual results or performance of the Fund to be materially different from the results or performance expressed or implied by such forward-looking statements. Forward-looking statements are based on assumptions and are not guarantees or predictions of future performance. No representation is made that any of these statements or forecasts will come to pass or that any forecast result will be achieved. Similarly, no representation is given that the assumptions upon which forward-looking statements may be based are reasonable. Forward-looking statements are made having regard to the Trustee's reasonable expectations as at the date of this document and the Issuer Parties disclaim any obligations or undertakings to release any update of, or revisions to, any forward-looking statements in this document.

Potential investors are encouraged to consider these factors carefully in evaluating the forward looking statements and are cautioned not to rely on the forward looking statements. Unless as required by law, the Trustee does not intend to revise any forward looking statements to reflect new information or future events or otherwise.

No Liability

None of the Trustee, Manager or any of their officers, advisers, agents or associates in any way guarantees the performance of the Fund or any return of capital or distributions of income or capital from the Fund.

To the maximum extent permitted by law, none of the Trustee, Manager, nor their directors, members, associates or related entities, nor any other person related to the Trustee represent or warrant the accuracy or completeness of this Information Memorandum or any information contained in it.

No responsibility or liability will be accepted by the Trustee, nor its directors, members, associates or related entities, nor any other person related to the Trustee for any loss or damage, howsoever arising, which results from reliance in whole or in part on such matters.

The recipient agrees that it shall not sue nor hold any of the Trustee, Manager, its directors, members, associates or related entities, or any other person related to the Trustee liable in any respect whether in contract, negligence, equity or otherwise by reason of provision of the Information Memorandum or any subsequent information and expressly releases them from such claims.

Confidentiality

This document is strictly confidential and is provided to recipients for their sole and exclusive use in assessing the Offer.

Privacy

We respect your privacy. Any personal details provided to the Trustee or the Manager when you invest or at any other time in relation to your investment, will be used to administer and report on your investment with us, and for purposes related to that. For example, your details may be used to establish your initial investment, process ongoing transactions, respond to any queries you may have, provide you with transaction, distribution, tax and annual statements, and to provide you with information on the performance of your investment, change in product features, commentary on the Fund and other topical information. In certain circumstances, we may be required by law to collect certain personal information about you.

About This Information Memorandum continued

Privacy (continued)

We may also use and disclose the personal information you provide us for the purposes of complying with our obligations under the Anti-Money Laundering and Counter Terrorism Financing Act 2006 (Cth) ("AML Act").

We aim to keep your personal details as up to date and accurate as possible. If any of your personal details are incorrect or have changed, please write to us.

You acknowledge that the Trustee may disclose to any other service provider appointed in respect of the Fund or to any regulatory body in any applicable jurisdiction copies of your Application Form and any information provided by you and any such disclosure shall not be treated as a breach of any restriction upon the disclosure of information imposed on such person by law or otherwise.

If you wish to find out what personal details we hold with respect to you, please contact us by email support.afm@aura.co. If you would like further information on our Privacy Policy, please go to www.aura.co/privacy-policy

Custodian Disclaimer

The Trustee has appointed One Managed Investment Funds Limited (ACN 117 400 987) ("OMIFL" or "Custodian") as custodian under a Custody Agreement.

OMIFL has not withdrawn its consent to be named in this Information Memorandum as custodian of the Fund in the form and context in which it is named.

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

OMIFL does not make, or purport to make, any statement that is included in this Information Memorandum and there is no statement in this Information Memorandum which is based on any statement by OMIFL. To the maximum extent permitted by law, OMIFL expressly disclaims and takes no responsibility for any part of this Information Memorandum other than the references to its name. OMIFL does not guarantee the repayment of capital or any particular rate of capital or income return.

Application of Units

To make an application to invest in the Fund, you must complete the online Application Form accompanying this Information Memorandum. Further instructions on completing the Application Form can be found in Section 10 of this Information Memorandum. Investments, distributions and redemptions will be in Australian dollars. Amounts in this Information Memorandum are in Australian dollars.

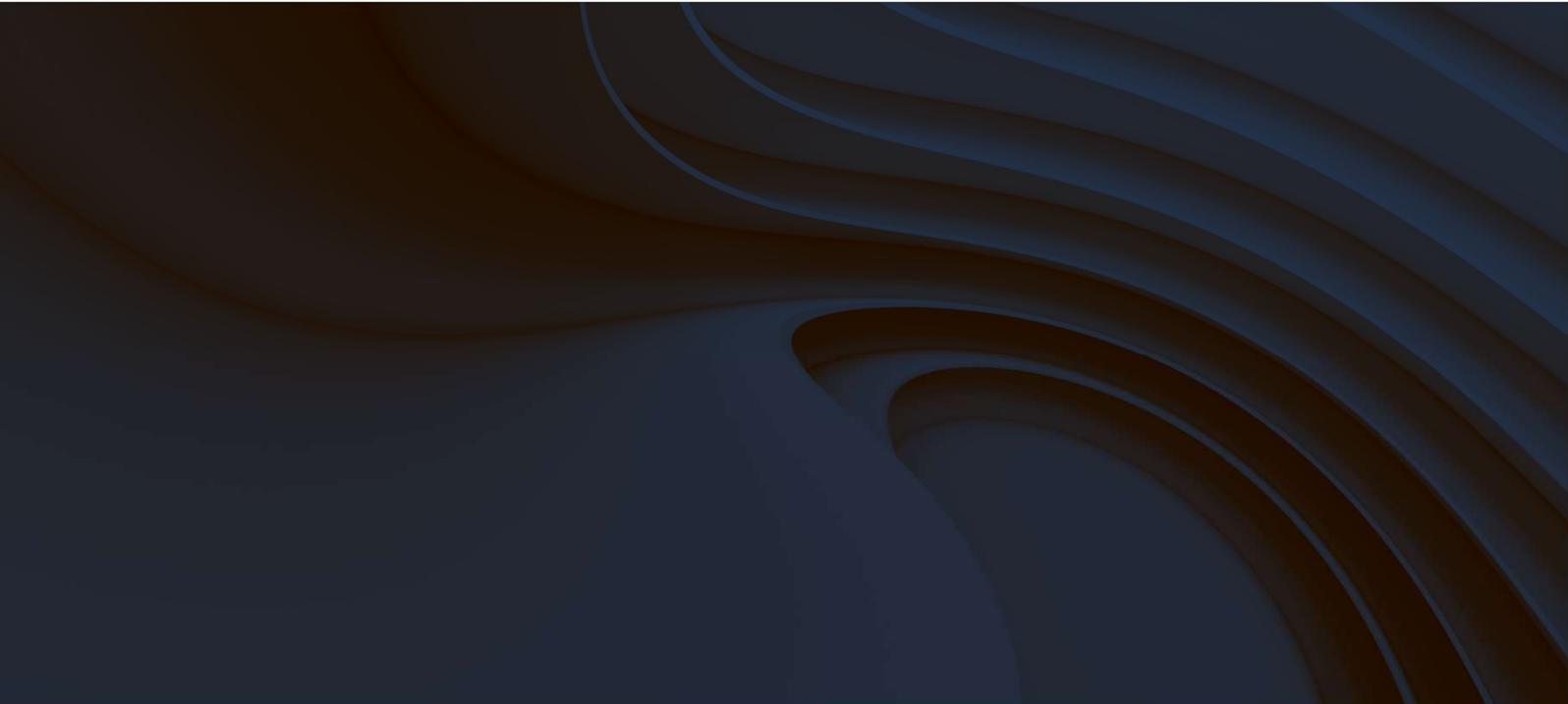
Registrar Disclaimer

One Registry Services Pty Ltd (ACN 141 757 360) or its agent (the "Registrar") will acknowledge receipt of any application or redemption request on behalf of the Fund, and in the event no acknowledgement is received from the Administrator's agent within five (5) days of submitting the request, the applicant should assume that the application or redemption request has not been received and they should contact the Registrar via email on info@oneregistryservices.com.au or telephone on +61 28188 1510 to confirm the status of their request.

None of the Trustee, Manager, the Registrar and/or the Registrar's agent accepts any responsibility for any loss arising from the non-receipt or illegibility of any application or additional application (as the case maybe) sent by email or for any loss caused in respect of any action taken as a consequence of such email believed in good faith to have originated from properly authorised persons.

Contents

.....	
About This Information Memorandum	1
.....	
Section 1: About the Fund	4
.....	
Section 2: Features of the Fund	6
.....	
Section 3: About Aura Group	9
.....	
Section 4: Risks	11
.....	
Section 5: Terms and Conditions	13
.....	
Section 6: Fees and Charges	16
.....	
Section 7: Taxation	19
.....	
Section 8: Customer Identification	21
.....	
Section 9: Definitions and Interpretations	23
.....	
Section 10: Application Guide	26
.....	



Section 1:

ABOUT THE FUND

Section 1: About the Fund

The Fund is an unregistered managed investment scheme structured as a unit trust.

When you invest in the Fund you will be issued with Units, each of which represents a beneficial interest in the property of the Fund. A Unit also entitles its holder to a proportionate share of the Fund's income (net of fees and expenses) during the relevant holding period.

The Units will be issued at a unit price calculated by dividing the Fund's net asset value (i.e. the value of the Fund's assets less the Fund's liabilities) by the number of Units on issue. Consequently, unit prices can rise and fall depending on a number of factors including most relevantly the market value of the Fund's assets.

Your application money in the Fund is pooled with other Unitholders' funds and invested in a portfolio of assets. The assets will include term deposits of varying maturity and with various APRA regulated Authorised Deposit-taking Institutions.

Income derived from investments is calculated and accrued in the unit price on a daily basis. It is intended for the net income (after fees and expenses) to be paid to all Unitholders generally monthly by way of distribution. You can elect to automatically reinvest your distribution into the Fund or receive payment into a bank account in your name. Your distribution election can be made on your Application Form (or by requesting a change of details form by contacting us at info@oneregistryservices.com.au). If you don't make an election, your distributions will be automatically reinvested into the Fund and additional units issued to you.

A large, dark blue geometric pattern consisting of overlapping, angular shapes that create a sense of depth and movement. The pattern is composed of various shades of blue, from a deep navy to a slightly lighter, muted blue, creating a complex, layered effect.

Section 2:

FEATURES OF THE FUND

Section 2: Key Features

Only the key characteristics of the Fund have been outlined below. For detailed information on the Offer, investors should read this Investment Memorandum, the Constitution and all other associated documents. You should also consider seeking independent financial, taxation and legal advice before investing into the Fund.

Item	Description
Fund Name	Aura Term Deposit Fund ("ATDF" or "the Fund")
Trustee	Aura Capital Pty Ltd ("Aura", "Trustee", "we", "us", "our")
Manager	Aura Funds Management Pty Ltd ("Manager")
Investment Objective	The primary objective is to provide investors with capital stability and liquidity. The secondary objective is to provide a total investment return (before fees) that outperforms the RBA Bank Accepted Bills 90 Days monthly cash and average rate
Investment Strategy	<p>Eligible Investment – The Fund invests in cash and Term Deposits of Australian Authorised Deposit-taking Institutions ("ADI").</p> <p>Liquidity – To maintain an adequate degree of liquidity, a portion of the portfolio is allocated to cash* with the remainder spread across durations ranging from 30 days to 36 months.</p> <p>Counterparty Risk – The Fund diversifies counterparty risk by investing in term deposits from a broad pool of ADI's</p>
Currency	Australian Dollars
Application Cut Off Time:	<p>11.00am AEST each Business Day</p> <p>If your correctly completed Application Form and cleared funds are received before the cut off time on a given Business Day, you will receive the number of units at the Application Price calculated effective that day, otherwise the next Business Day.</p>
Minimum initial investment	A\$500,000 or a lesser investment amount for wholesale and sophisticated investors as defined by the Corporations Act 2001
Minimum additional investment	\$5,000 unless we approve a lower minimum additional investment
Minimum withdrawal amount	\$5,000 unless we approve a lower minimum withdrawal amount
Withdrawal Cut Off Time:	<p>11.00am AEST each Business Day</p> <p>The Fund looks to provide liquidity to investors. Provided there is Available Cash for the Manager to do so, valid redemption requests received before the cut off time, will be assessed at the close of each Business Day and processed on a pro-rata basis effective that Business Day. Payments will generally be sent within three (3) Business Days. Please allow up to 10 Business days for this to be processed by your banking institution.</p>
Minimum balance	\$5,000 unless we approve a lower balance
Distribution of Income	Accrues daily and included in the unit price. We intend to distribute income on a monthly basis
Establishment and termination fees	None

*Cash can include cash at bank, cash held in Cash Management Accounts or over-night deposits with ADIs

Section 2: Key Features

Item	Description
Management fee	The lesser of 0.50% p.a. of total assets of the Fund or 20% of total investment return for the day, net of all other fees and expenses, calculated on a daily basis and accrued into the unit price of the Fund. Should total investment return, net of fees and expenses, for any given day be negative, then no management fee will be charged. The 20% investment return will be assessed on a day-by-day basis and will not be retrospective over any other period
Fund Expenses	Estimated to be 0.11% p.a.**
Reporting	Monthly statements

**Assuming \$100 million FUM



Section 3:

ABOUT AURA GROUP

Section 3: About Aura Group

Aura Group is a global financial services business specialising in funds management, wealth management and corporate advisory with operations in Singapore, Sydney, Melbourne, Brisbane and Ho Chi Minh City.

Founded in Australia in 2009, our head office is in Singapore with a significant footprint across the Asia Pacific. Aura Group partners with private clients, family offices, foundations, corporates and institutions

We take a client centric approach to wealth management, providing innovative products and tailored solutions for our clients. Aura is privately owned by staff and several strategic investors across Asia Pacific.

The core divisions of Aura Group are organised as follows:

Wealth Management	Asset Management	Corporate Advisory
<ul style="list-style-type: none">• Private Wealth• Multi-Family Office• Accounting & Tax	<ul style="list-style-type: none">• Alternative Credit• Private Equity• Venture Capital• Real Assets• Principal Investments	<ul style="list-style-type: none">• Equity Capital Markets• Debt Capital Markets• Mergers & Acquisitions• IPO and RTO

Aura Group's uncompromising integrity, entrepreneurial mindset and innovative solutions have enabled the Group to grow its regional investor base and footprint across Australia, New Zealand, South East Asia, China, India and the United States. Central to this growth has been the Group's ability to attract and retain exceptional talent and to always provide a best in class practice with regard to absolute client management.

The senior management team of Aura Group are successful founders and seasoned business owners that have been able to use their skills, experience and business acumen to add value to clients and portfolio companies.

Aura Group has access to distribution through its global footprint, network of investment banks, stock-brokers, financial advisors, alumni, international family offices and network of investors.



Section 4:

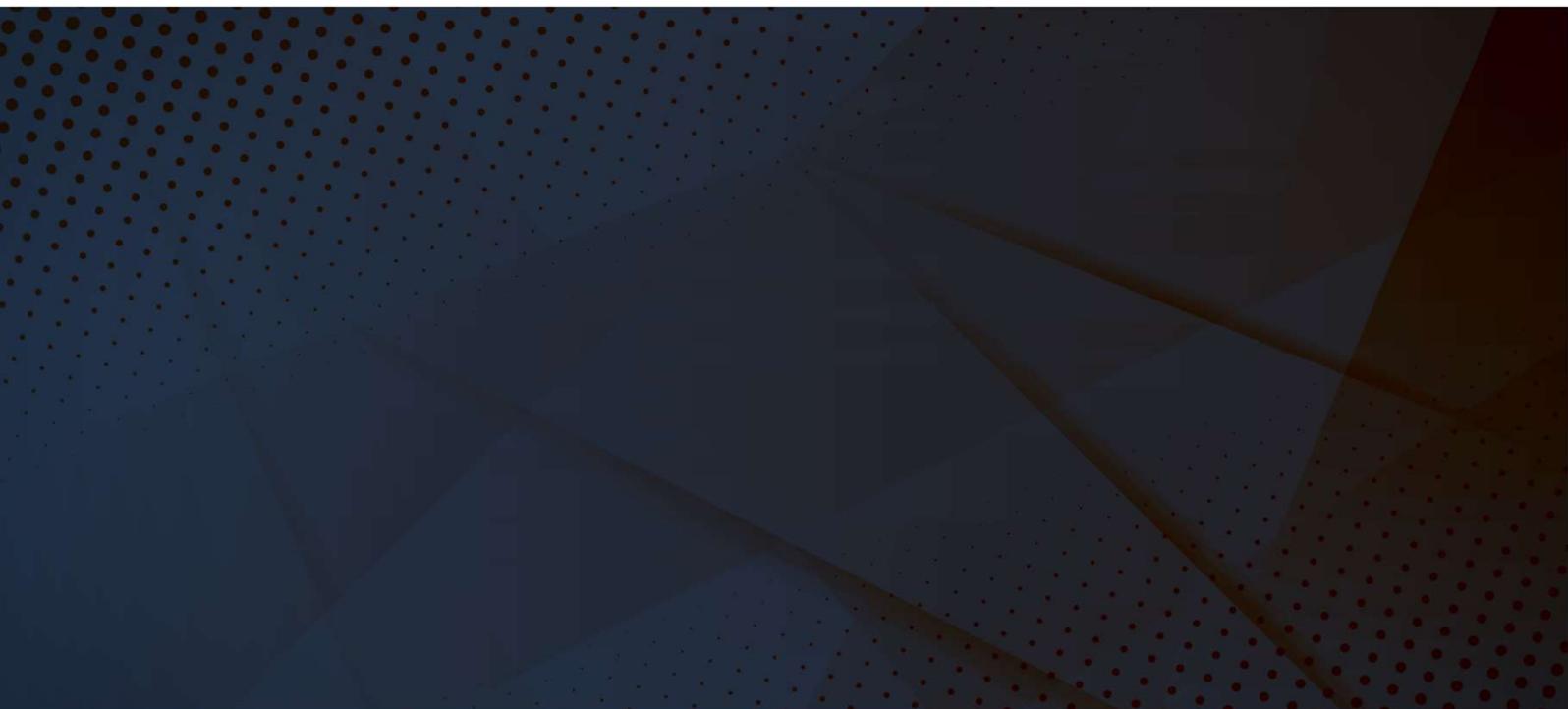
RISKS

Section 4: Risks

Investment in the Fund carries risks, including volatility of returns. Volatility refers to the degree to which returns may fluctuate around their longer term average.

There is also the risk that the Manager will choose particular investment strategies that are less profitable than others. All investments are subject to risk. The risks we have set out below are, we believe, the most significant risks of the Fund.

Risk	Description
Conflicts of interest risk	Aura and its related bodies corporate may from time to time act as issuer, investment manager or custodian to other parties or trusts that have similar objectives to those of the Fund and which give rise to conflicts of interest. Such conflicts of interest include but are not limited to: management of multiple accounts with varying fee arrangements, trade allocation, proxy voting and staff personal trading.
Counterparty risk	Counterparty risk represents the risk of loss where counterparties (e.g. the other parties who Aura contracts with and in some cases relies on such as custodians, brokers, advisers and other counterparties) fail to comply with their contractual or other legal obligations.
Credit risk	When investing in bank deposits it is necessary to consider credit risk. Credit risk refers to the counterparty failing to meet an obligation to pay periodic interest or to repay the principal sum at maturity.
Force Majeure Events	Events, including fire, flood, earthquakes, war, acts of terrorism, pandemic and labour strikes may adversely affect the normal operations of the Fund or an investment.
Fund risk	There is a risk that the Fund will terminate, fees and charges will increase, Aura will be replaced as Trustee of the Fund or Aura's investment professionals will change. Note that, although the Unit price is determined based on the Fund's net asset position, there is no guarantee on the capital or return of the Fund. If fees and costs exceed the interest earned on investments, then returns will be negative. An investment in the Fund does not get the benefit of any government guarantee.
Interest rate risk	Changes to interest rates can have a direct and indirect impact (negative or positive) on returns.
Liquidity Risk	While the Manager intends to maintain sufficient liquidity within the Fund to fund redemption requests, interests in the Fund may be illiquid and there is no established secondary market in which an Investor may sell their interest. Investors have no right to withdraw their interest from the Fund other than pursuant to the terms of the Constitution and if the Trustee decides to accept a redemption request, it will only meet those requests from available cash. There can be no assurance that the interest will be readily transferable or that the Manager will be able to realise investments in a timely manner nor at a suitable price to enable the Fund to have sufficient available cash to meet a redemption request.
Personnel risk	There is a risk that the Manager will not perform to expectation or factors such as changes to the investment team, or a change of Manager may affect the Fund's performance.
Regulatory risk	There is a risk that a change in laws and regulations governing a security, sector or financial markets could have an adverse impact on the Fund or on the Fund's investments.



Section 5:

TERMS AND CONDITIONS

Section 5: Terms and Conditions

Investing in the Fund

To invest in the Fund submit a correctly completed online Application Form before the applicable Application Cut Off Time, together with your initial deposit and appropriate identification documentation to info@oneregistryservices.com.au. By completing the Application Form you acknowledge that you have read the terms and conditions and information set out in this Information Memorandum and agree to be bound by the terms set out herein.

Who can invest?

Investors may only invest if they are a wholesale client within the meaning of section 761G of the Corporations Act 2001. The Fund is not a registered managed investment scheme and only wholesale clients can invest. Investors will need to fall within one of the categories below.

1. Invest at least \$500,000. The investor invests at least \$500,000 at one time.
2. Net assets of at least \$2.5m or gross income in excess of \$250,000.
3. The investor supplies Aura with an Accountant's Certificate that shows that they have net assets of at least \$2.5m or gross income for each of the last two financial years of at least \$250,000, or the investor is a company or Fund controlled by someone who has such an Accountant's Certificate.

We reserve the right to refuse any application in our absolute discretion.

Distribution

We intend to distribute net income to investors on a monthly basis. It is possible, although unlikely, that the net income after fees and costs is negative. Where this occurs, no distributions will be paid.

You can elect to take distributions as follows:

- Direct deposit to an Australian bank account in the name of the investor (we do not make payments to third parties); or
- Reinvestment in the Distribution Reinvestment Plan ("DRP").

If no election is made, distributions will be reinvested in the DRP. Otherwise, your distribution payment will generally be processed by the 11th Business Day after the distribution period.

The terms of the DRP are as follows:

- The issue price for Units issued under the DRP will be the ex-distribution net asset value price set for the distribution being reinvested.
- Units issued under the DRP will rank equally in all respects with existing Units.
- Units issued under this DRP will be issued on the first calendar day succeeding the distribution period and will be registered on the register where the unit holder's holding of Units is currently registered.
- There are no fees or charges for participating in the DRP.
- The Trustee may alter, suspend or terminate the DRP at any time without notice.

If you wish to make any changes to your distribution election, please contact info@oneregistryservices.com.au.

If applicable, withholding tax may also be deducted from distributions prior to payment or reinvestment, as required by the Australian Taxation Office.

Keeping us informed

You must notify us in writing of any changes to any details that you have given. We will not be held responsible for any errors or losses associated with changes to your details where we have not received reasonable prior notice.

Future changes

From time to time, we may change how the Fund is managed, change the fees and charges, or any term or condition applicable to the Fund. When we intend to introduce any new fee or charge or increase a fee or charge, you will be notified in writing at the address shown in the Register, or electronically to the email address you have provided. The notice will be sent at least 30 days before the effective date of any change to our fees.

Section 5: Terms and Conditions continued

Redemptions

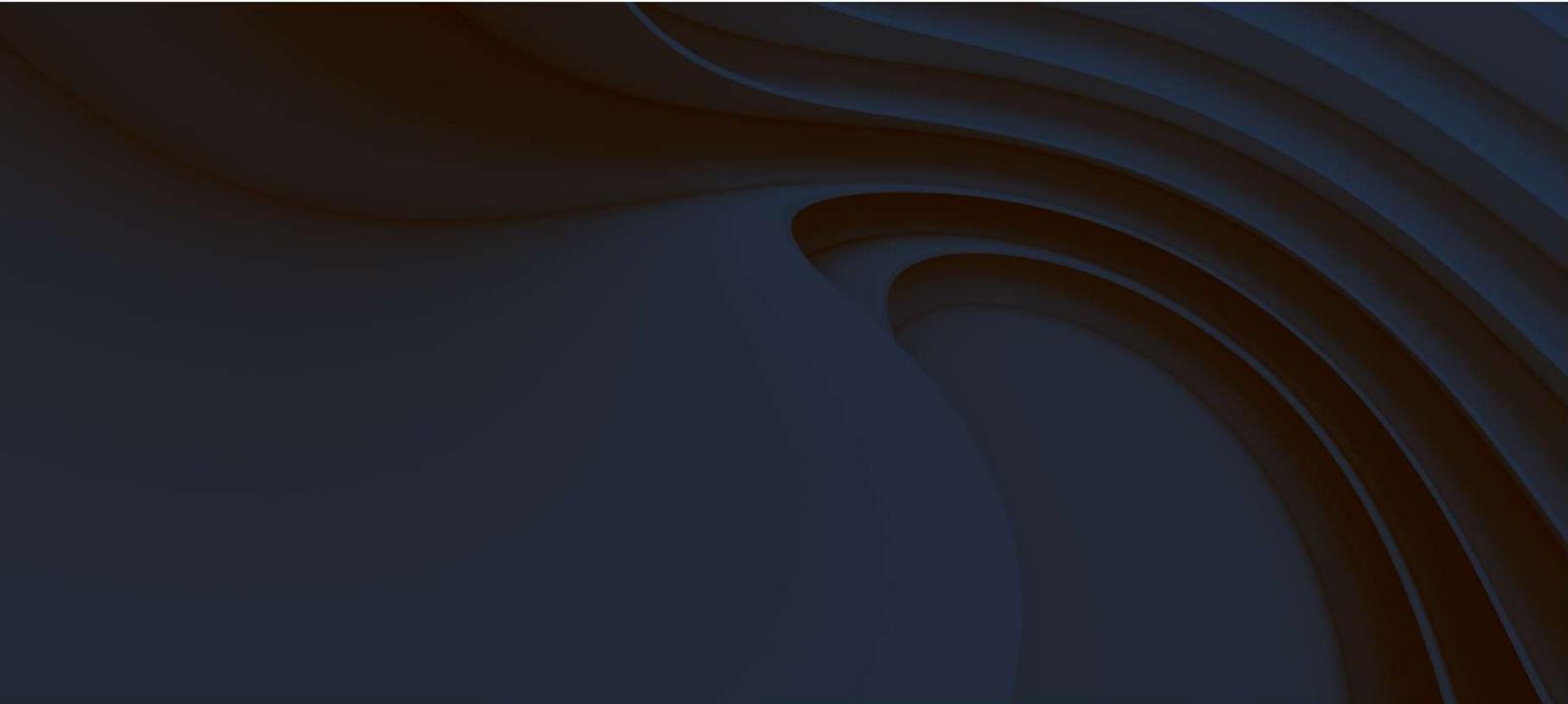
You may make a request to redeem your Units at any time. Where Units are redeemed, they will be redeemed at a redemption price calculated based on the Fund's net asset value divided by the number of Units on issue ("Unit Price"). Please note, however, that this is not a capital guarantee. Unit Price may be adjusted downwards in the event that accrued income after fees and costs is negative.

Redemption proceeds will generally be available within 3 Business Days provided your request is received by 11am on a Business Day. Please allow up to 10 Business Days for this to be processed by your banking institution.

To request a redemption, please complete the Redemption Request Form and email to info@oneregistryservices.com.au. Redemption payments can only be paid to an Australian bank account in the same name as the investor. We cannot make payments to third party bank accounts.

In the unlikely event that the Fund becomes illiquid, investors will only be able to redeem units if we make a Withdrawal Offer. If we make a Withdrawal Offer, investors may only be able to redeem some of their units. There is no obligation for us to make such an offer.

The Constitution for the Fund also sets out limited other circumstances in which we may suspend or refuse redemption requests.



Section 6:

FEES AND CHARGES

Section 6: Fees and Charges

The table below shows fees and other costs that you may be charged. These fees and costs may be deducted from your money, from the returns on your investment or from the Fund assets as a whole. All fees and costs are exclusive of GST.

We are entitled to be reimbursed for (amongst other things) costs of acquiring and disposing of Fund assets, taxes and charges charged to it in connection with the Fund, costs of convening and holding meetings of unitholders. In addition to this right to be reimbursed, we are also entitled to be indemnified out of the Fund for any liability incurred for properly performing or exercising any of our powers or duties in relation to the Fund.

Type of Fee or Cost	Amount	How and when Paid
Ongoing annual fees and costs		
Management fee: the fee for managing your investment	The lesser of 0.50% p.a. of total assets of the fund or 20% of total investment return for the day net of all other fees and expenses of the Fund	Calculated and accrued daily in the Unit Price and payable monthly in arrears out of the Fund's assets. Should total investment return, net of fees and expenses, for any given day be negative, then no Management fee will be charged. The 20% investment return will be assessed on a day-by-day basis and will not be retrospective over any other period.
Fund Expenses	Estimated to be 0.11% p.a.*	Calculated and accrued daily in the Unit Price and payable monthly in arrears out of the Fund's assets
Transaction costs: The costs incurred by the scheme when buying or selling assets	Estimated to be 0.00%	Paid from the assets of the Fund
Member activity related fees and costs (fees for services or when your money moves in or out of the product)		
Establishment fee: the fee to open your investment	Nil	There is no establishment fee payable when you set up your investment in the Fund
Contribution fee: the fee on each amount contributed to your investment	Nil	There is no contribution fee when you invest in the Fund
Buy-sell spread: An amount deducted from your investment representing costs incurred in transactions by the Fund	Nil	This is an amount that is included in the Application Price or Withdrawal Price and is paid when you buy or sell units in the Fund. This amount is not paid to the Trustee or Manager and remains within the Fund
Withdrawal fee: the fee on each amount you take out of your investment	Nil	There is no withdrawal fee when you redeem investments from the Fund
Exit fee: the fee to close your investment	Nil	There is no exit fee payable when you close your account

* The estimated Fund Expenses includes all third party expenses associated with the operation of the Fund, including but not limited to custody, administration, registrar fees, valuation, tax returns, audit fees and fees associated with systems required to acquire and dispose of assets. The estimate assumes \$100 million of funds under management in the Fund.

Other Information

Unit Pricing

The application price and the redemption price for Units are calculated in accordance with the formulae outlined in the Constitution which is, generally, the Net Asset Value of the Fund divided by the number of Units on issue. No buy/sell spread is currently included in the Unit prices.

The Trustee has engaged an external Administrator (Unity Fund Services Pty Ltd) to determine the Net Asset Value of the Fund, subject to the overall supervision and direction of the Trustee. In determining the Net Asset Value of the Fund, the Administrator will follow the valuation guidelines adopted by the Trustee in respect of the Fund.

For the purpose of calculating the Net Asset Value of the Fund, the Administrator is entitled to rely on, and will not be responsible for the accuracy of, financial data furnished to it by the Trustee, Manager or other third parties. The Administrator may also use and rely on industry standard financial models or other financial models developed by the Trustee or Manager in valuing the Fund's assets. If and to the extent that the Trustee or Manager is responsible for or otherwise involved in the valuing of any of the Fund's assets, the Administrator may accept, use and rely on such those valuations in determining the Net Asset Value of the Fund and will not be liable to the Investors in so doing.

Valuations

The Fund's assets will be valued each Business Day using a mark to market accounting methodology, or at any other time determined by the Trustee.

The Constitution

Many of the rights and responsibilities of investors (also referred to as unitholders) and the Trustee are set out in the Constitution of the Fund. The Constitution is binding on the Trustee and all investors. The effect of some of the provisions of the Constitution are covered elsewhere in this Information Memorandum. Others relate to:

- the nature of Units;
- our power to manage the Fund;
- the circumstances in which we are not liable to unitholders, however, this limitation of liability is subject to the Corporations Act and does not apply if we fail to act in good faith or we default, act negligently or are deceitful;
- how and when a meeting of unitholders can be called; and
- our right to delay redemptions.

The Constitution gives us broad powers to invest the Fund's assets. However, while this Information Memorandum is current, we will (and we will require the Manager to) adopt the investment strategy described in this Information Memorandum. The Constitution sets out the circumstances in which the Constitution may be amended.

We may also resolve at any time to terminate the Fund and liquidate the Fund in accordance with the Constitution. On termination and after the conversion of the Fund assets into cash and payment of, or provision for, all costs and liabilities (actual and anticipated), the net proceeds will be distributed pro-rata amongst all Unitholders according to the number of Units they hold in the Fund. A copy of the Constitution is available free of charge on request.

The Managers have established and documented procedures designed to address a range of situations where such conflicts of interest may arise and to govern the manner in which the financial services provided by the firm and the associated conduct and behaviour required of all staff.

Where the Managers reasonably believe that they face a conflict of interest in connection with a particular circumstance, then the Managers will take steps to address the conflict.



Section 7:

TAXATION

Section 7: Taxation

Given Australian tax law is complex in nature and constantly changing, the information presented is intended to only be a brief guide and does not take into account specific circumstances. Accordingly, the information provided should not be relied upon as a complete statement of the Australian tax laws. The discussion of Australian tax law is current as at the date of the preparation of this Information Memorandum. Investors are encouraged to seek their own professional tax advice on investment into the Fund to satisfy themselves of potential consequences.

Australian Resident Investors

Distributions

The Fund's assessable income will predominantly comprise of income from investments in term deposits, cash and cash equivalents. This assessable income will be reduced by any available deductions to determine the net taxable income of the Fund. Any net losses are retained by the Fund and may be available for use by the Fund to offset future gains.

The Trustee will generally seek to distribute all of the Fund's distributable income each year and will therefore not be liable to pay tax in respect of the Fund's taxable income. Accordingly, each Investor will be required to include their share of the net taxable income of the Fund as assessable income in their Australian tax return. This is the case regardless of whether the income is paid to the investor or reinvested by the Investor into new Units in the Fund.

The annual tax statements prepared and distributed by the Trustee may provide further details on the components of the distribution and how they are treated for income tax purposes such as potential adjustments to the cost base of the units held by Investors if the distributable income paid to an investor differs from the net taxable income of the Fund.

Managed Investment Trust

The Australian Government has enacted legislation so that a trust which qualifies as an eligible managed investment trust ("MIT") can elect to treat the trust's "covered assets" (primarily, shares, units and real property) on capital account. Where this applies, the Investor can obtain the benefit of the CGT discount and other tax concessions (where applicable) on distributions of capital gains they receive from the Fund.

Subject to satisfying the eligibility requirements to be a MIT, the Fund is expected to make the capital account election. Investors should be aware that eligibility as an MIT depends on the Fund meeting a 'widely held' test and a 'closely held' test and this could be subject to change should the make-up of the Fund's investors change. The Trustee will review this position annually to confirm whether the Fund remains an eligible MIT.

A new regime for taxing certain eligible MITs (known as "attributable managed investment trusts" or "AMITs") was made available from the 2016–17 income year where the Trustee can make an irrevocable choice for it to apply. Should the Trustee make the election for the Fund to operate under the AMIT regime, there are a number of provisions contained within the AMIT rules that will impact on the taxation treatment of the Fund and its' investors. As at the date of this Information Memorandum, the Trustee expects to make an election for the AMIT regime to apply.

Investors are encouraged to seek professional tax advice on the potential impact of the Trustee electing into the AMIT regime.

Disposal of Units

If Units in the Fund are withdrawn or otherwise disposed of, a capital gain or loss may be realised by the Investor. Resident individuals, trusts or complying superannuation entities, who have held Units for at least 12 months prior to disposal or redemption, may be entitled to discount CGT treatment. The CGT discount is 50% for an Investor that is a resident individual or trust, and 33½% for an investor that is a complying superannuation fund. Capital losses incurred by the investor may only be offset against capital gains that the investor makes in the same income year or subsequent income years, subject to satisfying certain loss integrity rules.

Foreign Income

The Fund may derive income from sources outside Australia. An investor's share of the gross foreign income (including foreign income taxes) will be treated as foreign income in the investor's hands. The investor may be entitled to a foreign income tax offset for foreign tax paid by the Fund in respect of the foreign income received by the Fund.

TOFA Rules

The Taxation of Financial Arrangement ("TOFA") rules may apply to financial arrangements held by the Fund when calculating its assessable income. Broadly, the TOFA rules may impact the timing of the recognition of gains and losses in the Fund for tax purposes and will also treat relevant gains and losses as being on revenue account.



Section 8:

CUSTOMER IDENTIFICATION

Section 8: Customer Identification

Anti-Money Laundering

Under the AML Act, the Trustee is required to verify an investor's identity before providing services to the investor, reidentify the investor if they consider it necessary to do so and keep certain documents and records relating to the investor and transactions for prescribed periods. The AML Act is administered by the Australian Transaction Reports and Analysis Centre ("AUSTRAC").

The Trustee has implemented a number of measures and controls to ensure it complies with its obligations under the law, including carefully identifying investors and monitoring transactions. Should the Trustee consider that insufficient information has been provided or has been made available to the Trustee for this purpose, the Trustee may at its absolute discretion refuse to accept an application for Units in the Fund.

The Trustee has certain reporting obligations under the AML Act, which may include disclosure of an investor's personal information, and is prevented from informing investors that any such reporting has taken place. Where required by law, the Trustee may disclose information gathered to regulatory or law enforcement agencies, including AUSTRAC.

FATCA and CRS

The United States of America ("US") passed the Foreign Account Tax Compliance Act ("FATCA") which is designed to assist the US in collecting tax revenues from US residents.

The Australian government has entered into an inter-governmental agreement ("IGA") with the US government in relation to the application of FATCA to Australian institutions which include the Trustee in its capacity as trustee of the Fund.

The Common Reporting Standard ("CRS") is the single global standard for the collection, reporting and exchange of financial account information on foreign tax residents. Banks and other financial institutions will collect and report to the Australian Taxation Office ("ATO") financial account information on non-residents using the standard. The ATO will exchange this information with the participating foreign tax authorities of those non-residents.

Aura therefore intends to comply with obligations under FATCA and CRS, the IGA and any other local laws designed to give effect to FATCA, CRS and the IGA (collectively the "FATCA and CRS Obligations").

As an investor in the Fund, you agree to assist the Trustee in meeting its FATCA and CRS Obligations by doing the following:

- agreeing to provide any relevant information the Trustee's request from time to time;
- agreeing to notify the Trustee of any changes in information previously provided;
- consenting to the disclosure of information by Aura where your units are held by a person or entity to which the FATCA and CRS Obligations relate. This may include Aura providing such information to the ATO who may, in turn, provide the information to foreign taxation authorities, including the US Internal Revenue Service ("IRS"); and
- waive the provisions of any domestic law that would otherwise prevent the disclosure by us in complying with the Aura's FATCA and CRS Obligations.

If the Trustee fails to comply with its FATCA and CRS Obligations, then it could result in withholding tax being deducted or withheld from the Fund at a rate of 30 percent. However, if all relevant information is provided in accordance with our FATCA and CRS Obligations, then this withholding should not apply.

If an investor fails to provide us with all necessary information and withholding tax is payable as a result, then the Trustee may seek to recover any tax withheld from the relevant investor.

Investors to Provide Certain Information

If requested by the Trustee, the investor agrees, and it is a condition of the issue of the Units, to provide certain information required by the Trustee in order to comply with any applicable law, including FATCA and CRS (as outlined above).



Section 9:

DEFINITIONS AND INTERPRETATIONS

Section 9: Definitions and Interpretations

In this Information Memorandum, the following words and expressions have these meanings:

Term	Definition and Interpretation
ABN	Australian Business Number
Accountant's Certificate	The certificate in the form contained in the Application Form
ACN	Australian Company Number
Administrator	Unity Fund Services Pty Ltd (ACN 146 747 122) appointed by the Trustee to provide fund administration services, including but not limited to, unit pricing, fund accounting, tax and investment administration, for the Fund
Application Form	The online application form used to apply for units in the Fund
Business Day	Means a day other than a Saturday, Sunday or public holiday in Sydney, New South Wales, Australia
Constitution	The Constitution of the Fund dated 25 February 2022 as amended, supplemented or replaced from time to time
Custodian (or OMIFL)	One Managed Investment Funds Limited (ACN 117 400 987) appointed by the Trustee as custodian for the assets of the Fund under a Custody Agreement.
DRP	Distribution Reinvestment Plan, allowing the automatic reinvestment of distribution payments to purchase additional Units in the Fund.
Fund	The Aura Term Deposit Fund, an unregistered managed investment scheme operated as a unit trust.
Income	Means: All receipts or amounts which are, or would be recognised as, income by the application of generally accepted accounting principles; and Any other receipts or amounts which the Trustee determines to be income (whether or not those receipts or amounts are, or would be recognised as, income by the application of generally accepted accounting principles). More specifically in respect of the Fund, means interest paid on term deposits or other investments made by the Fund.
Information Memorandum	This document or other documents pursuant to which units in the Aura Term Deposit Fund are offered by the Trustee and includes any supplemental memorandum
Manager	Aura Funds Management Pty Ltd ACN 607 158 814, an authorized representative (1233893) of Aura Capital Pty Ltd (ACN 143 700 887) Australian Financial Services Licence ("AFSL") number 366230
Net Asset Value	Means the total value of all assets within the Fund, less liabilities (including fees and costs) as calculated in accordance with the Constitution.
Registrar	One Registry Services Pty Ltd (ACN 141 757 360) appointed by the Trustee as the registry provider.
Sophisticated Investor	Means a Wholesale Client as that term is defined in section 761GA of the Corporations Act 2001

Section 9: Definitions and Interpretations

In this Information Memorandum, the following words and expressions have these meanings:

Term	Definition and Interpretation
TFN	Tax File Number
Transaction Costs	Means: <ul style="list-style-type: none">a) An estimate by the Trustee of the aggregate of the transaction costs and/or expenses the Fund would incur to acquire or dispose of (as applicable) assets of the Fund including the incurrence of taxes, losses and impairments;b) If appropriate having regard to the actual cost which would be incurred because of the application or withdrawal of the Units, the Trustee's estimate of a portion of the costs including the incurrence of taxes, which may be zero; divided by the number of Units in the applicable class.
Trustee	Aura Capital Pty Limited ACN 143 700 887, AFS Licence 366230
Wholesale Client	A term defined in section 761G of the Corporations Act 2001.
Unit	Means an undivided interest in the Fund.
Unitholder	Means an investor in the Fund as the holder of one or more Units in the Fund.
Withdrawal Request Form	The form used to request a redemption of some or all of your units from the Fund, a copy of which is available from the Registrar (info@oneregistryservices.com.au).



Section 10:

APPLICATION GUIDE

Section 10: Application Guide

Who Can Invest?

Investment in the Fund through this Information Memorandum can only be made by persons who are wholesale clients as defined in Section 761G and Section 761GA of the Corporations Act.

In accordance with the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (the AML Act) we are required to collect additional information about you, your controlling persons, beneficiaries and Ultimate Beneficial Owners ('UBOs').

We may also ask you to provide certified copies of certain identification documents along with the Application Form. Under the AML Act, we are prohibited from processing your application until we have received all of the information and supporting documentation requested in this form.

In most cases, the information that you provide in this form will satisfy the AML Act. However, in some instances we may contact you to request further information. It may also be necessary for us to collect information (including sensitive information) about you from third parties in order to meet our obligations under the AML Act.

No Cooling Off Period

Wholesale investors do not have cooling off rights in relation to investment in the Fund.

You are responsible for ensuring that you use the correct contact details and accept that if incorrect contact details are used, your application may be delayed or not processed. We will advise each investor of its acceptance of any offer to become a Unitholder of the Fund and confirm the admission date.

We will also notify the investor as to the wiring instructions with respect to payments required by the investor at the time of its admission into the Fund, as well as any additional documents that may be required.

Any interest earned on application monies may be retained by, or for the benefit of, the Manager or Trustee.

Australian legislation allows Aura us to collect your TFN or ABN and strictly regulates how it we may use your TFN or ABN. Quotation is not compulsory and failure to quote is not an offence. If you choose not to give Aura provide us with your TFN, ABN or do not claim an exemption, Aura must deduct tax at the highest personal tax rate (plus the Medicare Levy) from your income entitlement.

