

# SUBSCRIPTION AGREEMENT

## REGAL EMERGING COMPANIES FUND II

This Subscription Agreement relates to an Information Memorandum dated 22 February 2018 ('IM') issued by Regal Funds Management Pty Limited ABN 30 107 576 821 AFSL 277737 for the offer of units in the Regal Emerging Companies Fund II ('Fund'). Terms defined in the IM have the same meaning in this Subscription Agreement. The IM contains important information about investing in the Fund, and you are advised to read the IM before completing this Subscription Agreement.

Please note that cut-off times apply as indicated in the IM. Subscription Agreements received after the Final Closing Date may not be accepted.

### Note

A signed and completed Subscription Agreement must be received by the Administrator no later than 12pm AEST on the Final Closing Date. The first instalment amount equal to 50% of your total Capital Commitment must be available as cleared funds in the Application Account no later than 12pm AEST on the Final Closing Date. You will be notified if your agreement is accepted by Regal.

### What do I need to provide?

Please provide each of the following:

- A signed Subscription Agreement (please complete the sections of this Subscription Agreement shown in the table below);
- The Identification Forms relevant to you, as shown in the table below. The Identification Forms form part of this Subscription Agreement and can be downloaded at: [www.regal\\_fm.com](http://www.regal_fm.com);
- Certified copies of the identification information requested on the Identification Forms;
- An accountant certificate or other suitable evidence to certify your status as a Wholesale Client; and
- An amount equal to 50% of your total Capital Commitment in cleared funds in the Application Account no later than 12pm AEST on the Final Closing Date.

Investor Type		Complete Sections	Please complete the required Identification Form and provide certified copies of the identification requested on the Identification Form
<input type="checkbox"/> Individual and Joint investors	A natural person or persons.	1,3,4,6,8 & 9	Form A – Individuals.
<input type="checkbox"/> Regulated Trusts (including Self - Managed Superfunds)	Types of trusts include Self-Managed Super Funds, registered managed investment schemes, unregistered managed investment schemes and government superannuation funds.	2,3,4,6,8 & 9	For the Trust complete Form D
<input type="checkbox"/> Unregulated Trusts	Types of trusts include other trusts (such as family trusts and charitable trusts) and foreign trusts.	2,3,4,6,8 & 9	For the Trust complete Form E; and For an Individual Trustee complete Form A; or For a Company Trustee complete Form B or C; and All Beneficial Owners and Foreign Controlling Persons named on Forms B, C or E must complete Form A.

Investor Type		Complete Sections	Please complete the required Identification Form and provide certified copies of the identification requested on the Identification Form
<input type="checkbox"/> Companies	A company registered as an Australian public company or an Australian proprietary company, or a foreign company.	2,3,4,6,8 & 9	For a Company complete the relevant form based on company type either Forms B or C. All Beneficial Owners named on Form B or C must complete Form A.
<input type="checkbox"/> Partnership	A partnership created under a partnership agreement.	2,3,4,6,8 & 9	For the Partnership please complete Form F All Beneficial Owners named on Form F must complete Form A.
<input type="checkbox"/> Associations	Incorporated associations are associations registered under State or Territory based incorporated association statutes. Unincorporated associations are those of persons who are not registered under an incorporated associations statute and thus do not have the legal capacity to enter into agreements.	2,3,4,6,8 & 9	For the Association please complete Form G. All Beneficial Owners named on Form G must complete Form A.
<input type="checkbox"/> Sole trader	A natural person operating a business under their own name with a registered business name.	2,3,4,6,8 & 9	Form A – Individuals.
<input type="checkbox"/> Registered co-operative	An autonomous association of persons united voluntarily to meet common economic, social and cultural needs and aspirations through a jointly-owned and democratically-controlled enterprise registered under a registry system maintained by a State or Territory. This investor type can include agricultural businesses such as a dairy co-operative.	2,3,4,6,8 & 9	For the Registered co-operative please complete Form H. All Beneficial Owners named on Form H must complete Form A.
<input type="checkbox"/> Government body	The government of a country, an agency or authority of the government of a country, the government of part of a country or an agency or authority of the government of part of a country.	2,3,4,6,8 & 9	For a Government body please complete Form I. All Beneficial Owners named on Form I must complete Form A.

## 1. INDIVIDUALS AND JOINT ACCOUNT HOLDERS - APPLICANT DETAILS

	Applicant 1	Applicant 2 (if applicable)
Investor Type:	<input type="checkbox"/> Individual	<input type="checkbox"/> Individual
Title		
Given Name:		
Surname:		
Occupation:		
Residential Address:		
Street Address 1:		
Street Address 2:		
Suburb:		
State:		
Postcode:		
Country:		
Postal Address if different to Residential Address:		
Street Address 1:		
Street Address 2:		
Suburb:		
State:		
Postcode:		
Country:		
Phone Number (business hours):		
Phone Number (non-business hours):		
Mobile Number:		
Email Address:		

	Applicant 1	Applicant 2 (if applicable)
<b>Australian Tax File Number:</b>		
<b>or</b>		
<b>If no tax number is provided<sup>1</sup>:</b>	<input type="checkbox"/> The applicant does not wish to quote a tax file number; or <input type="checkbox"/> The applicant is exempt from quoting a Tax File Number by virtue of (please provide details supporting your claim for exemption from quoting your TFN): _____	<input type="checkbox"/> The applicant does not wish to quote a tax file number; or <input type="checkbox"/> The applicant is exempt from quoting a Tax File Number by virtue of (please provide details supporting your claim for exemption from quoting your TFN): _____

## 2. ALL OTHER ACCOUNT HOLDERS - APPLICANT DETAILS

<b>Investor Type:</b>	<input type="checkbox"/> Trust <input type="checkbox"/> Company <input type="checkbox"/> Partnership <input type="checkbox"/> Association <input type="checkbox"/> Self-Managed Super Fund	<input type="checkbox"/> Sole Trader <input type="checkbox"/> Co-operative <input type="checkbox"/> Government Body <input type="checkbox"/> Other
<b>Full Name of Company/ Business if Sole Trader/ Trust /SMSF (including Trustee details) Partnership / Association / Cooperative / Government Body:</b>		
<b>Tax File Number or ABN:</b>		
<b>Nature of Business:</b>		
<b>Address:</b>		
<b>Street Address 1:</b>		
<b>Street Address 2:</b>		
<b>Suburb:</b>		
<b>State:</b>		
<b>Postcode:</b>		
<b>Phone Number (business hours):</b>		
<b>Mobile Number:</b>		
<b>Fax Number:</b>		
<b>Email Address:</b>		

<sup>1</sup> Collection of Tax File Numbers is authorised by law for taxation purposes. It is not an offence if you do not quote your Tax File Number or exemption information, but if you do not provide us with that information then we are required to deduct tax from any income distribution at the highest marginal tax rate plus the Medicare levy and any other applicable levies or taxes.

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### 3. POWERS OF ATTORNEY & AUTHORISED REPRESENTATIVE DETAILS

Complete this section if you wish to appoint a person to act in a legal capacity as your authorised representative and to operate your investment in the Fund on your behalf. In general, an authorised representative can do everything you can do with your investment, except appoint another authorised representative.

We may act on the sole instructions of the authorised representative until you advise us in writing that the appointment of your authorised representative has terminated. If signed under power of attorney, the attorney declares that he or she has not received notice of revocation of that power. The applicant is to provide proof of the power of attorney in a form that is satisfactory to Regal or the Administrator.

If an authorised representative is a partnership or a company, any one of the partners or any Director of the company is individually deemed to have the powers of the authorised representative.

Please attach a certified copy of your Power of Attorney. For information on how to certify your document please refer to the notes in Section 10.

<b>Given Name:</b>	
<b>Surname:</b>	
<b>Signature of Authorised Representative:</b>	
<b>Date:</b>	

### 4. INVESTMENT DETAILS

The applicant hereby applies for units in the Fund pursuant to the Trust Deed of the Fund.

Your total Capital Commitment will be payable via two or more instalments. The first instalment amount equal to 50% of your total Capital Commitment must be available as cleared funds in the Application Account no later than 12pm AEST on the Final Closing Date.

A further amount of up to AU\$0.50 per Unit will be payable by one or more additional instalments. Please contact Regal if you wish to request individual arrangements to pay the full Capital Commitment up-front. Regal will consider any such requests on a case by case basis but cannot guarantee such requests can be accommodated.

<b>Total value of units applied for ("Capital Commitment") (in AU\$)</b>	
<b>50% of Capital Commitment due at Final Closing Date</b>	
<b>Source of funds (please tell us the main source of the funds you are using for the investment)</b>	
<b>Details of Bank Account for Payment of income and capital Distributions and Redemption Proceeds</b>	
<b>Name of Bank:</b>	
<b>Name of Branch:</b>	
<b>Branch Address:</b>	
<b>Account Name:</b>	
<b>BSB:</b>	
<b>Account Number:</b>	

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## 5. ACKNOWLEDGEMENTS AND DECLARATIONS

By signing this Subscription Agreement, the applicant makes the following representations, warranties and declarations to Regal.

- (a) The applicant will be bound by the Trust Deed of the Fund, this completed Subscription Agreement and the IM, as amended from time to time ('Constituent Documents').
- (b) The applicant has the power and authority to execute, deliver and perform its obligations under the Constituent Documents and to subscribe for units in the Fund ('Units').
- (c) If this is a joint application, each applicant agrees, unless otherwise indicated in this Subscription Agreement, the investment is held as joint tenants and either applicant may operate the account and bind the other.
- (d) The execution and delivery of the Constituent Documents will not conflict with, or result in any default under, any provision of any agreement or instrument to which the applicant is bound.
- (e) The Constituent Documents are the applicant's legal, valid and binding obligations, enforceable against the applicant in accordance with their respective terms.
- (f) The applicant confirms that it has the financial capacity to hold the Units for the term of the Fund, and bear associated risks and obligations and meet all further calls on unpaid Capital Commitments.
- (g) The applicant acknowledges and understands that if the applicant fails to pay calls on its Capital Commitment when determined and requested by Regal, interest on the unpaid instalment will be charged to the applicant and Regal as trustee of the Fund, will, pursuant to the Constituent Documents, either transfer or forfeit and subsequently sell or cancel the applicant's Units, in which event monies paid up previously by the applicant in respect of the Units may be entirely forfeited.
- (h) The applicant is a Wholesale Client as defined in the Corporations Act 2001 (Cth). Where the applicant is a Wholesale Client (requiring an accountant certificate to be provided to Regal), the applicant certifies that the units in the Fund are not being acquired for use in connection with a business.
- (i) Where this Subscription Agreement relates to an offer made in New Zealand, the applicant is also a NZ Eligible Investor (as defined in the IM) and each applicant confirms and understands that:
  - the usual legal rules that require information to be given to investors for offers of financial products do not apply if the amount invested upfront by me (plus any other investments I have already made in those financial products) is NZ\$750,000 or more; and
  - I may not receive a complete and balanced set of information about this investment; and
  - I have fewer legal protections for this investment; and
  - this investment is not suitable for retail investors; and
  - I have been advised to ask questions, read all documents carefully, and seek independent financial advice.
- (j) The applicant acknowledges and agrees that Regal reserves the right in its absolute discretion to issue Units or to not accept or to scale back an Application and to cancel the offer of Units.
- (k) The applicant agrees that Regal or the Administrator may deliver and make reports, statements and other communications available in electronic form, such as e-mail or by posting on a website instead of physical delivery.
- (l) The applicant authorises Regal to apply the TFN or ABN provided in this form and authorise it to be applied to all future applications and redemptions for units, including reinvestments, unless the applicant otherwise advises Regal.
- (m) Distributions and other amounts payable to unitholders will be paid into the same account from which application monies were received unless otherwise notified in writing to the Administrator.
- (n) Regal may disclose to any service provider or to any regulatory body in any applicable jurisdiction copies of the applicant's Subscription Agreement and any information concerning the applicant provided by the applicant to Regal or the Administrator 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.
- (o) The Fund, the Administrator and/or Regal may disclose personal information overseas to each other, to affiliated entities or to any other service provider or to any regulatory body. The Administrator's Statement attached to this Subscription Agreement provides, amongst other things, details in relation to the disclosure of personal information overseas by the Administrator. The applicant consents to the

disclosure of personal information to all such overseas organizations and related entities or affiliates of Regal and/or the Administrator. The applicant acknowledges that Regal will not be accountable under the Privacy Act 1988 (Cth) for such disclosure and that the applicant will not be able to seek redress pursuant to the Privacy Act 1988 (Cth). The applicant further agrees to the terms set out in the Administrator's Statement, as amended from time to time.

- (p) The applicant agrees to be bound by the Privacy Act 1988 (Cth) and the Spam Act 2003 (Cth), disclaimers, notices and consents contained in the IM.
- (q) The applicant has received and read a copy of the IM for the Fund dated 22 February 2018, and agrees to be bound by the terms of the IM.
- (r) The applicant agrees to the collection, use and disclosure of its personal details as set out in the IM.
- (s) Unless the applicant has contacted Regal and indicated a U.S. tax status in the Identification Form which forms part of this Subscription Agreement, each applicant certifies it is not a U.S. citizen or U.S. tax resident, will not be receiving units in the Fund in the United States and is not acquiring units in the Fund for the account of a United States person. In addition, where the applicant is an entity, the applicant certifies that it and each of its Controlling Persons is not a U.S. citizen or U.S. tax resident. Notwithstanding the foregoing, if any applicant's investment becomes a reportable account for the purposes of FATCA or CRS or a reportable account for the purposes of any other relevant Intergovernmental Agreement (as reasonably determined by Regal or otherwise), the applicant will promptly notify Regal and provide Regal on request with any information which is necessary or desirable for Regal to comply with its obligations. Where the applicant is a trust which has made a choice in relation to limited disclosure of discretionary beneficiaries for FATCA or CRS purposes, the applicant undertakes to inform Regal that the trust has made or will make a distribution to a foreign resident beneficiary, on a timely basis. As regards the settlor of a trust, unless the applicant has identified a foreign settlor as a Controlling Person, the applicant certifies that after reasonable enquiry the trustee has no reason to believe that the settlor is a foreign resident.
- (t) Regal, the Administrator, the Prime Brokers, and the Custodians or their respective subsidiaries, affiliates, directors, officers, shareholders, employees, agents, permitted delegates and sub-delegates may need to obtain certain information to enable compliance with the AML Requirements and current or future regulations aimed at the prevention of money laundering, FATCA, CRS (or similar regimes which may be implemented in other countries) or any other applicable regulatory or tax requirements, and the applicant undertakes to provide such additional information or documentation as requested of it from time to time to ensure Regal's compliance with such requirements. The entities may also be required to report this information to tax, regulatory or law enforcement agencies, including AUSTRAC.
- (u) The applicant consents to access the information about its investment in the Fund through Apex Funds 24/7 (the Online Portal) provided by the Administrator. The applicant agrees to use the Online Portal in good faith and in accordance with the terms and conditions provided thereof. The applicant agrees to receive contract notes, the Net Asset Value (NAV) statements and any other investment related information through the Online Portal.
- (v) None of Regal, the Administrator or any other person is liable for any loss or damage incurred in connection with the Subscription Agreement being rejected or not being processed for whatever reason. Applications are accepted at the absolute discretion of Regal. It is the responsibility of each applicant to contact Regal to ascertain the status of their subscription and an applicant cannot assume their subscription has been successful until they receive confirmation from Regal. Rejected, invalid or incomplete applications will be returned to applicants as soon as possible. Interest is not payable on rejected application monies. Subscription monies will be held in an interest bearing account until invested by the Fund, and interest (if any) will be retained by the Fund.
- (w) None of Regal, the Administrator, the Prime Brokers and the Custodians or any of their related bodies corporate, guarantee in any way the performance of the Fund, repayment of capital from the Fund, any particular return from, or any increase in, the value of the Fund.
- (x) Should the applicant fail to provide any information or documentation requested of them, the application may be refused.
- (y) The applicant understands the risks associated with an application and holding units in the Fund including the risks outlined in the IM.
- (z) Regal reserves the right to reject any application or allocate to any applicant a lesser number or total issue price of units than that applied for.
- (aa) The applicant is not aware of any liquidation or bankruptcy proceedings that have been commenced or are intended to be commenced by any person against it or which are intended or anticipated by it.
- (bb) None of Regal, the Administrator, the Prime Brokers, the Custodians or any of their related bodies corporate, principals, officers, employees or agents make any recommendation as to the suitability of the Fund or any application for units by the applicant and the IM does not contain personal investment or taxation advice. The applicant has not relied on any statement or representation from Regal, except as

set out in the IM. The applicant has to the extent that it considers necessary sought its own financial, investment and taxation advice before applying to invest in the Fund and make an application.

- (cc) Applications and investment in the Fund are not deposits with or other liabilities of Regal, the Administrator or any other person and are subject to investment risk, including possible delays in repayment and loss of income and capital invested.
- (dd) The applicant declares that Regal and/or its related entities will not be liable to the applicant or other persons for any loss suffered (including consequential loss in circumstances where transactions are delayed, blocked, frozen or where Regal refuses to process a transaction).
- (ee) All information provided by the applicant as part of this Subscription Agreement is true and correct.



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## 6. SIGNATURES

Joint applicants must both sign. For Individual Trustee Trust/Superannuation Funds each individual Trustee must sign. For Corporate Trustee Trust/Superannuation Funds 2 Directors, a Director and Secretary or Sole Director must sign.

### Applicant 1

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Signature

Full Name

Date

Tick capacity (mandatory for companies):

Sole Director and Company Secretary

Non-corporate trustee

Director

Partner

Secretary

### Applicant 2

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Signature

Full Name

Date

Tick capacity (mandatory for companies):

Director

Non-corporate trustee

Secretary

Partner

Affix company seal (if applicable). Companies to sign in accordance with their constitution and the law.

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## 7. HOW TO INVEST

Complete the Subscription Agreement and make payment equal to 50% of your total Capital Commitment in cash by bank wire transfer crediting into the following account:

**BSB:** 013006  
**Account Number:** 837341288  
**Account Name:** Regal Funds Management Pty LTD ATF Regal Emerging Companies Fund II  
**Bank:** ANZ Bank  
**Reference:** Regal Emerging Companies Fund II (Quoting full name of the applicant)

The remitter should provide payment advice to Apex Funds Services (Australia) Pty Ltd advising details of remittance, including the name of the applicant(s), for ease of identification. All application monies must originate from an account held in the name of the applicant. No third party payments will be permitted.

Please send the original completed Subscription Agreement, the relevant Identification Forms and certified copies of the required documents\* to:

**Apex Fund Services Ltd.**

**c/o Apex Fund Services (Australia) Pty Ltd**

**Level 13, 459 Little Collins Street, Melbourne VIC 3000**

**PO Box 189 Flinders Lane VIC 8009**

Phone: +61 3 9020 3000

Fax: +61 3 8648 6885

E-mail: [RECFII@apexfunds.com.au](mailto:RECFII@apexfunds.com.au)

\* Please note that applications may be refused or not processed if the required documents are not provided. The required documents are as set out in the relevant Identification Forms (able to be downloaded at [www.regalfm.com](http://www.regalfm.com)). Please note that applications may be refused or not processed if the required documents are not provided.

## 8. DELIVERY OF COMMUNICATIONS

The Administrator will provide you with important notices and communications in relation to your investment such as confirmations of instructions, Call Notices, an annual transaction statement and taxation and distribution statements. The Administrator may be able to deliver some or all of these communications to you by email. Please indicate below how you prefer to receive these communications:

Hard Copy (postal address supplied on this Subscription Agreement will be used); OR

Email. Please provide current email address. Multiple recipients can be accommodated if required.

Contact name

Email

Contact name

Email

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## 9. CONSENT TO ELECTRONIC DELIVERY OF CALL NOTICES

By checking the "I agree" box below, you agree that the delivery of any Call Notice may be made electronically by sending it to you by e-mail, to the email address you have provided to the Administrator for delivery of communications. If an e-mail is returned as undelivered, Regal may use any other e-mail address that the Administrator has for you or a joint applicant. Regal also reserve the right to deliver Call Notices by hard copy to the postal addresses you have supplied.

You must notify us of any change in your e-mail address by notifying the Administrator. You may withdraw your consent to receiving Call Notices by email by notifying the Administrator, and withdrawal by any joint applicant will be effective for all applicants. Withdrawal will not apply to actions already taken or Call Notices initiated in reliance on your consent.

I agree

## 10. CERTIFYING YOUR DOCUMENTS

The Identification Form contains instructions on the identification documents which you need to provide to us to verify your identity. You are also required to provide a copy of any Power of Attorney to operate your account. Please follow these instructions when providing these documents:

- All documents must be provided in certified copy format – this means a copy of the original document which has been certified by an eligible certifier. A 'certified extract' means an extract that has been certified as a true copy of some of the information contained in a complete original document by one of the persons described below.
- Where documents are not in English, a notarised translation from an accredited translator is required.
- The certifier should sign the copy document (print his/her name clearly underneath) and clearly indicate his/her position or capacity, together with a full contact address and telephone number. The certificate must indicate that the document is a true copy of the original and that the photo is a true likeness of the individual.
- Please note that we require the copy which was actually signed by the certifier (i.e. the original penned signature of the certifier).
- The certified documents form part of your application and must be sent to the Administrator before the cut-off times for any particular Subscription Day.

### People who can certify documents or extracts are:

- A lawyer, being a person who is enrolled on the roll of the Supreme Court of a State or Territory, or the High Court of Australia, as a legal practitioner (however described).
- A magistrate, a chief executive officer of a Commonwealth court or a judge, registrar or deputy registrar of a court.
- A Justice of the Peace or a notary public (for the purposes of the Statutory Declaration Regulations 1993).
- An agent of the Australian Postal Corporation (APC) who is in charge of, or a permanent employee of the APC with 2 or more years of continuous service who is employed in or an office supplying postal services to the public.
- A police officer or an Australian consular officer or an Australian diplomatic officer (under the Consular Fees Act 1955).
- An officer with 2 or more continuous years of service with one or more financial institutions (under the Statutory Declaration Regulations 1993).

- A finance company officer with 2 or more continuous years of service with one or more financial companies (under the Statutory Declaration Regulations 1993).
  - An officer with, or authorised representative of, a holder of an Australian financial services licence, having 2 or more continuous years of service with one or more licensees.
  - A member of the Institute of Chartered Accountants in Australia, CPA Australia or the National Institute of Accountants with 2 or more years of continuous membership.
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