

This document (the "**Particulars**") constitutes scheme particulars given in compliance with The Authorised Collective Investment Schemes (Class B) Rules 2013 for the purpose of giving information with regard to Stonewood Global Fund PCC Limited a protected cell company incorporated in Guernsey on 28 October 2014 (the "**Fund**"). The information furnished in the Particulars is for use only by a prospective investor for the purposes of evaluating a possible investment in the participating redeemable shares (the "**Participating Shares**") in the cells as listed in the Appendices. If you are in any doubt about the contents of these Particulars you should consult your stockbroker, bank manager, solicitor, accountant or other independent financial adviser.

The manager of the Fund, Stonewood Wealth Management International Limited (the "**Manager**"), and the directors of the Fund, whose names appear herein (the "**Directors**"), accept responsibility for the accuracy of the information contained in these Particulars. To the best of the knowledge and belief of the Manager and the Directors (who have taken all reasonable care to ensure that such is the case) the information contained in these Particulars is in accordance with the facts and does not omit anything likely to affect the import of such information. The Manager and the Directors accept responsibility accordingly.

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**STONEWOOD GLOBAL FUND PCC LIMITED**

(a protected cell investment company registered with limited liability in Guernsey  
under registration number 59227)

managed by Stonewood Wealth Management International Limited

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Dated 11 September 2019

## IMPORTANT INFORMATION

No broker, dealer or other person has been authorised by the Fund or by any of its agents to issue any advertisement or to give any information or to make any representations in connection with the offering or sale of Participating Shares other than those contained in these Particulars and, if issued, given or made, such advertisement, information or representations must not be relied upon as having been authorised by the Fund or any of its agents. Statements made in these Particulars are based on the law and practice in force at the date hereof and are subject to changes therein. Neither the delivery of these Particulars nor the issue of Participating Shares shall, under any circumstances, imply that there has been no change in the circumstances affecting any of the matters contained in these Particulars since the date of these Particulars.

The Guernsey Financial Services Commission (the "**GFSC**") has authorised the Fund as an Authorised Class B Collective Investment Scheme under The Protection of Investors (Bailiwick of Guernsey) Law, 1987 (as amended). It must be distinctly understood that in giving this authorisation the GFSC does not vouch for the financial soundness or the correctness of any of the statements made or opinions expressed with regard to the Fund. Investors in the cells of the Fund are not eligible for the payment of any compensation under The Collective Investment Schemes (Compensation of Investors) Rules 1988 made under The Protection of Investors (Bailiwick of Guernsey) Law, 1987 (as amended). Investors in any cell of the Fund must be over the age of 18.

These Particulars do not constitute, and may not be used for the purposes of, an offer or solicitation to anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation. The distribution of these Particulars and the offering of Participating Shares in certain jurisdictions may be restricted and accordingly persons into whose possession such documents come are required to inform themselves about and to observe such restrictions. The following restrictions on distribution have been identified. However none of the Fund, the Directors or the Manager has researched or verified the accuracy or completeness of such information. It is the responsibility of any recipient of these Particulars to confirm and observe all applicable laws and regulations. The following non-exhaustive information is provided by way of example as a general guide only:

### *United States of America*

None of the Participating Shares has been or will be registered under the United States Securities Act of 1933, as amended (the "**1933 Act**"), or the securities laws of any of the states of the United States, and, except as described herein, none of the Participating Shares may be offered or sold, directly or indirectly, (i) in the United States of America, its territories or possessions or any area subject to its jurisdiction including the Commonwealth of Puerto Rico (the "**United States**"); or (ii) to any resident thereof (including any corporation, partnership or other entity created or organised in or under the laws of the United States or any political subdivision thereof) or any estate or trust that is subject to United States federal income taxation regardless of the source of its income; or (iii) for the account or benefit of any US Person (as such term is defined in Regulation S under the 1933 Act). In addition, the Fund has not been and will not be registered under the United States Investment Company Act of 1940, as amended and the Manager has not been (and does not anticipate being) registered under the United States Investment Advisers Act of 1940, as amended. Applicants for shares will be required to confirm that they are not a US Person. Applicants should also note the power of the Manager to require any person to transfer any Participating Shares to another person or require such person to compulsorily redeem their Participating Shares.

### *UK Small Third Country Managers*

The Manager is a 'Small Third Country AIFM' as defined under and for the purposes of the UK Alternative Investment Fund Managers Regulations 2013 (the "**UK AIFMD Regulations**") which, along with amendments to the 'FCA Handbook', transposed the AIFM Directive into the laws of the

UK. In accordance with regulation 58(2) of the UK AIFMD Regulations, the Manager has notified the Financial Conduct Authority (the "FCA") of its status as a 'Small Third Country AIFM' and that it wishes to market the Participating Shares in the UK in accordance with the UK national private placement rules to professional clients (as defined under MIFID). The Manager will provide the FCA with such information that the FCA directs on (a) the main instruments in which the Fund trades; and (b) the principal exposures and most important concentrations of the Fund, in order to enable the FCA to monitor systemic risk effectively. The Manager is otherwise not required to satisfy the various transparency and reporting requirements applicable under Article 42 of the AIFM Directive. Investors will therefore not receive additional investor disclosures and additional annual reports.

### ***United Kingdom***

The Fund is an unregulated collective investment scheme for the purpose of the Financial Services and Markets Act 2000 (the "Act"), the promotion of which in the United Kingdom is restricted by section 238 of the Act. Accordingly to the extent it is communicated by any person who is authorised by the FCA, these Particulars may only be communicated to, and are only directed at: (i) persons outside the EEA; (ii) persons having professional experience of participating in unregulated schemes, being investment professionals as defined in Article 14(5) of the Financial Services and Markets Act 2000 (Promotion of Collective Investment Schemes) (Exemptions) Order 2001 (as amended) (the "CIS Order"); (iii) persons falling within Article 22(2)(a) to (d) of the CIS Order (including high net worth companies etc.); and (iv) persons to whom the communication may otherwise lawfully be made.

To the extent it is communicated by a person who is not authorised by the FCA, these Particulars may only be communicated to, and are only directed at: (i) persons outside the EEA; (ii) persons having professional experience of matters relating to investments, being investment professionals as defined in Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (as amended) (the "FPO"); (iii) persons falling within Article 49(2)(a) to (d) of the FPO (including high net worth companies etc.) and (iv) persons to whom the communication may otherwise lawfully be made.

The persons described in the previous two paragraphs are "**relevant persons**". These Particulars must not be acted upon or relied on by any persons who are not relevant persons. Any investment or investment activity to which these Particulars relate will only be available to relevant persons.

### ***European Economic Area ("EEA")***

The Fund is an alternative investment fund ("**AIF**") and the Manager is an alternative investment fund manager ("**AIFM**") for the purposes of the Alternative Investment Fund Managers Directive 2011/61/EU ("**AIFMD**"). The Fund may not be marketed (within the meaning given to the terms "marketing" under the AIFMD), and these Particulars may not be sent, to prospective investors domiciled or with a registered office in any Member State of the EEA unless (i) the AIFM and/or the AIF benefits from the transitional provisions of Article 61 of the AIFMD as transposed into domestic law in the relevant EEA Member State in relation to such marketing; (ii) the AIF may be marketed under any other private placement regime or other exemption in the relevant EEA Member State; or (iii) such marketing was initiated by the prospective investor and not by the AIFM or any other person/entity acting directly or indirectly on behalf of the AIFM. In case of any conflict between this notice to EEA investors and any notices in respect of individual EEA Member States set out in these Particulars, this notice shall prevail.

Accordingly, the Manager does not intend to promote the Participating Shares in the EEA except through any National Private Placement Regimes. Investors are required to confirm in their Application Forms that they are not EEA Investors or, if they are, that no promotion of the Fund has taken place in the EEA.

The Manager may provide these Particulars and other information regarding the Fund and the Participating Shares to EEA Investors who have contacted the Manager at the investor's own initiative to request such information. Where information is provided in response to an own-initiative request by a prospective EEA Investor, such investor will not benefit from any protections or rights under AIFMD

in respect of any resulting subscription for Participating Shares.

### ***The Republic of South Africa***

The South African Financial Sector Conduct Authority (the “**SAFSCA**”) is an independent institution established by South African statute to oversee the non-banking financial services industry in South Africa in the public interest. Their mission is to promote sound and efficient financial institutions together with mechanisms for investor protection in the markets they supervise. The Fund is approved by the SAFSCA for distribution in the Republic of South Africa under section 65 of the Collective Investment Schemes Control Act No 45 of 2002 and can, therefore, be promoted in the Republic of South Africa to the same type of investors under the same or substantially similar requirements and conditions relating to the type of investors as in its country of primary registration). These Particulars do not constitute a prospectus and have not been issued pursuant to Chapter 4 of the Companies Act No 71 of 2008 (the “**Companies Act**”). The Manager may market or advertise the Fund to investors that are resident in the Republic of South Africa (“**South African Investors**”) and the Manager may also offer Participating Shares in the Fund or disclose information on the Fund to South African investors who, at their own initiative, approach the Manager with an application to invest in the Fund or a request for information, as the case may be. It is the responsibility of South African investors to obtain independent financial, legal and tax advice including, but not limited to, ensuring compliance with the provisions of the South African Exchange Control Regulations and the South African Income Tax Act.

### ***Eligible Investors***

Subscriptions for Participating Shares will only be accepted from professional clients and eligible counterparties, as defined in The Licensees (Conduct of Business) Rules 2016 / applicable law and regulation in the Bailiwick of Guernsey. Professional clients include a natural or legal person with the experience and knowledge to make its own investment decisions and assess the risks involved and eligible counterparties include entities licensed under the POI Law, national governments and other public bodies, central banks, a supranational organisation and other entities that are suitably licensed, authorised or qualified by primary or secondary legislation in their home jurisdiction.

### ***Miscellaneous***

An investment in any cell of the Fund should be regarded as a long-term investment. The value of Participating Shares may fall as well as rise. There can be no guarantee that the Manager's objective for each of the cells of the Fund will be achieved and investors may not get back the amount originally invested. Investors are referred to the section headed "RISK FACTORS" on page 14 below.

Distribution of these Particulars is not authorised in any jurisdiction after the date of publication of the Fund's first report and financial statements unless they are accompanied by the Fund's most recent annual report and financial statements or, if more recent, its interim report and financial statements (if any).

Prospective investors should not treat the contents of these Particulars as advice relating to legal, taxation, investment, exchange control or any other matters and are recommended to consult their own professional advisers concerning the consequences of their acquiring, holding or disposing of Participating Shares.

### ***Forward-looking statements***

Certain statements in these Particulars constitute “forward-looking statements.” Such forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause the actual

results, performance or achievements of the Fund, or industry results, to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. These forward-looking statements are typically identified by terminology such as, “may,” “will,” “should,” “expects,” “anticipates,” “plans,” “intends,” “believes,” “estimates,” “projects,” “predicts,” “seeks,” “potential,” “continue” or other similar terminology. Similar forward-looking statements may be contained in other documents that may accompany, or be delivered prior or subsequent to, these Particulars.

Such forward-looking statements are based on numerous assumptions regarding the Fund’s present and future business strategies and the environment in which the Fund will operate in the future. Actual future performance could differ materially from these forward-looking statements. Some important factors that could cause actual results to differ materially from those expressed in any forward-looking statements include changes in general economic conditions; the performance of financial and other markets; political, legal and regulatory uncertainties; and the allocation of the Fund’s assets and the timing thereof relative to that which was assumed, among others.

The Fund has no obligation to update or otherwise revise any estimates, projections or other forward-looking statements, including without limitation, any revisions that might reflect changes in economic conditions or other circumstances arising after the date hereof or the occurrence of unanticipated events, even if the underlying assumptions prove to be incorrect.

## **DEFINITIONS**

The following words shall have the meanings opposite them unless the context in which they appear requires otherwise:-

<b>1940 Act</b>	United States Investment Company Act of 1940, as amended.
<b>1933 Act</b>	United States Securities Act of 1933, as amended.
<b>Administrator</b>	JTC Fund Solutions (Guernsey) Limited which shall be the designated administrator for the purposes of the Class B Rules.
<b>AML/CFT Laws</b>	All applicable anti-money laundering and countering financial crime and terrorist financing legislation, regulations, rules, guidance and handbooks.
<b>Appendix</b>	An appendix to these Particulars setting out the strategies, terms and conditions and specific details applicable to the relevant Cell. References to Appendices are to mean the same as references to Appendix.
<b>Application Form</b>	The application form for Participating Shares accompanying these Particulars or the relevant Appendix.
<b>Application Supplement</b>	The application supplement, which forms part of the Application Form, and which provides prospective investors with details of the information required, together with any documentation to be provided, in relation to compliance with AML/CFT Laws.
<b>Articles</b>	The articles of incorporation of the Fund for the time being.
<b>Auditor</b>	KPMG Channel Islands Limited.
<b>Base Currency</b>	The currency in which different classes of Participating Shares may be denominated by the Directors.
<b>Brokers</b>	Such broker or brokers which the Fund may from time to time appoint in respect of a Cell to provide brokerage services including, without limitation, a Prime Broker.
<b>Brokerage Agreements</b>	Such international brokerage customer documents entered into between the Fund on behalf of a Cell and a Broker or Brokers setting out the terms of the relevant brokerage arrangement(s) including, without limitation, any Prime Brokerage Agreements.
<b>Business Day</b>	Any day on which banks in Guernsey are open for normal banking business (excluding Saturdays and Sundays and public holidays).

<b>Cell</b>	A cell created by the Fund for the purpose of segregating and protecting cellular and non-cellular assets in the manner provided by the Companies Law and comprising a separate portfolio of assets and liabilities in the Fund represented by a separate Class or Classes of Participating Shares.
<b>Class</b>	A class of shares in the Fund or of a Cell (as applicable).
<b>Class B Rules</b>	The Authorised Collective Investment Schemes (Class B) Rules, 2013 (as amended).
<b>Collective Investment Scheme</b>	An arrangement that enables a number of investors to "pool" their assets and to share the associated costs and have these professionally managed by an independent manager.
<b>Communication Policy</b>	The communication policy described in these Particulars in respect of communications between Shareholders and the Administrator.
<b>Companies Law</b>	The Companies (Guernsey) Law, 2008, as amended.
<b>Custodian</b>	Credit Suisse AG
<b>Dealing Day</b>	An Investment Dealing Day or a Redemption Dealing Day in relation to a particular Cell.
<b>Directors</b>	The directors of the Fund for the time being.
<b>Eligible Investor</b>	Any person other than a Prohibited Person.
<b>Extraordinary Resolution</b>	A resolution of a general meeting or a written resolution of the Fund in respect of the Fund or a particular Cell or Cells or a class of shares as the case may be, passed by a majority of not less than three quarters of the votes recorded on a show of hands or a poll including, where there is a poll, any votes cast by proxy.
<b>FATCA</b>	The United States Foreign Account Tax Compliance Act provisions of the US Hiring Incentives to Restore Employment Act 2010, which implemented sections 1471 through 1474 of the United States Internal Revenue Code of 1986, as amended (the " <b>Code</b> "), any agreements entered into pursuant to section 1471(b)(1) of the Code, any intergovernmental agreements entered into in connection with the implementation of such sections of the Code and any fiscal or regulatory legislation, rules or practices adopted pursuant to such intergovernmental agreements entered into in connection with sections 1471 through 1474 of the Code.
<b>Fund</b>	Stonewood Global Fund PCC Limited.

<b>Guernsey</b>	The Island of Guernsey.
<b>Investment Adviser</b>	Such person or persons that may be appointed by the Manager to advise on investments to be made on behalf of a specific Cell or Cells as set out in the Appendices.
<b>Investment Dealing Day</b>	Any Business Day on which the Manager, on behalf of the Fund, holds itself out as available to accept applications to buy Participating Shares, as set out in the relevant Appendix.
<b>Investments</b>	The assets and rights from time to time of each Cell or SPV held by the Custodian pursuant to the Custody Agreement or, where provided for in an Appendix, a Prime Broker pursuant to a Prime Brokerage Agreement.
<b>Manager</b>	Stonewood Wealth Management International Limited.
<b>Management Fee</b>	The periodic management fee payable to the Manager by the Fund in respect of each Cell as set out in the Appendices.
<b>Management Share</b>	A management share in the Fund.
<b>Net Asset Value or NAV</b>	The value of the assets of a Cell or a Class less the liabilities attributable to that Cell or Class (as applicable) as described in these Particulars.
<b>Offer Period</b>	In relation to a particular Cell, as defined in the relevant Appendix.
<b>Oversight Committee</b>	A committee appointed by the Directors of the Fund to ensure that the Fund is properly managed and administered in accordance with the Class B Rules and that all duties under the Custody Agreement and any Broker Agreement are discharged.
<b>Participating Shares</b>	In relation to a Cell, participating redeemable shares of no par value in that Cell and, in relation to the Fund, participating redeemable shares of no par value in the Fund, as the context may require (which for the avoidance of doubt excludes the Management Shares).
<b>Particulars</b>	This document.
<b>Performance Fee</b>	The periodic incentive or performance fee which may be payable to the Manager by the Fund in respect of a Cell as set out in the section headed "Fees and Expenses" and the relevant Appendix.
<b>POI Law</b>	The Protection of Investors (Bailiwick of Guernsey) Law, 1987 (as amended).

<b>Prime Broker</b>	Such prime broker which the Fund may from time to time appoint in respect of a Cell to provide prime brokerage services.
<b>Prime Brokerage Agreement</b>	Such prime brokerage customer documents entered into between the Fund on behalf of a Cell and a Prime Broker setting out the terms of the prime brokerage agreement.
<b>Prohibited Person</b>	Any person, as determined by the Directors, to whom a sale or transfer of Participating Shares would be in breach of the laws or requirement of any jurisdiction or governmental authority or in circumstances (whether taken alone or in conjunction with other persons or any other circumstances appearing to the Directors to be relevant) which, in the opinion of the Directors might result in the Fund and/or its Shareholders as a whole incurring any liability to taxation or suffering any other regulatory, pecuniary, legal or material administrative disadvantage that the Fund might not otherwise have suffered or incurred, and for this purpose US Persons, unless the Directors in any particular case otherwise agree, are Prohibited Persons.
<b>Redemption Dealing Day</b>	Any Business Day on which the Manager, on behalf of the Fund, holds itself out as available to accept requests to redeem Participating Shares, as set out in the relevant Appendix.
<b>Redemption Form</b>	The redemption form in respect of Participating Shares accompanying these Particulars or the relevant Appendix.
<b>Redemption Notice Period</b>	In relation to a particular Cell, as defined in the relevant Appendix.
<b>Redemption Price</b>	The meaning set out on page 25.
<b>Register</b>	The register of members of the Fund maintained by the Registrar in accordance with the Companies Law and the Class B Rules.
<b>Registrar</b>	JTC Fund Solutions (Guernsey) Limited.
<b>Shareholder</b>	A registered holder of a Participating Share.
<b>SPV</b>	Any company established as a subsidiary of the Fund for the purpose of facilitating investments by one Cell into other Cells.
<b>Subscription Notice Period</b>	In relation to a particular Cell, as defined in the relevant Appendix.
<b>Subscription Price</b>	The amount payable per Participating Share on the issue of any such Participating Share as set out in the relevant Appendix.

**US Person**

The meaning set out on page 30.

**Valuation Point**

The point in time at which the portfolio of each Cell is valued for the purpose of calculating the Subscription Prices and the Redemption Prices of the Participating Shares (as more fully described in Appendices hereto).

References in this document to "\$", "US\$", "US Dollars", "Dollars" and "Cents" are references to the lawful currency of the United States of America, references to "£" and "Sterling" are to Pounds Sterling of the United Kingdom and references to "€" and "Euro" are references to the Euro, the lawful currency of certain European member states.

## DIRECTORY

### **Directors**

Sean Patterson  
Gunther Gommès  
Philip Bodman

all care of the Registered Office of the Fund

### **Manager**

Stonewood Wealth Management International  
Limited  
Suite 3  
2 Grange Place  
The Grange  
St Peter Port  
Guernsey  
GY1 2QA

### **Custodian and Banker**

Credit Suisse AG  
Paradeplatz 8  
8001 Zurich  
Switzerland

### **Legal Advisers to the Fund in Guernsey**

Bedell Cristin Guernsey Partnership  
La Plaiderie House  
La Plaiderie  
St Peter Port  
Guernsey  
GY1 1WG

### **Brokers (including Prime Brokers)**

Please refer to Appendices

### **Registered Office**

Ground Floor  
Dorey Court  
Admiral Park  
St Peter Port  
Guernsey  
GY1 2HT

### **Auditors**

KPMG Channel Islands Limited  
Glategny Court  
Glategny Esplanade  
St Peter Port  
Guernsey  
GY1 1WR

### **Administrator, Secretary, Registrar and Paying Agent**

JTC Fund Solutions (Guernsey) Limited  
Ground Floor  
Dorey Court  
Admiral Park  
St Peter Port  
Guernsey  
GY1 2HT

### **Investment Adviser(s)**

Please refer to Appendices

## **THE FUND**

The Fund is an open-ended investment company, which was registered with limited liability in Guernsey on 28 October 2014. The Fund is an umbrella fund constituted as a protected cell company under the Companies Law. The provisions of the Companies Law enable a company to which it applies to create one or more Cells for the purpose of segregating and protecting the assets within those Cells so that, on the footing that the company complies with the conditions laid down by the Companies Law, liabilities of the company attributable to one Cell can only be satisfied out of the assets of that Cell and even if those assets are insufficient, recourse cannot be had to the assets of any other Cell or the core.

The Cells set out in the Appendices have been created to permit investors to participate in a diversified portfolio of investments. Additional Cells may be created from time to time with different investment objectives and on different terms. One or more Classes of Participating Shares in respect of each Cell may be created, the details of which are set out in the relevant Appendix.

In addition, certain Cells may indirectly invest in other Cells as part of their investment strategy or may act as feeder cells to provide investors with the opportunity to invest in the investment strategy of other Cells, in each case through a SPV.

It is not intended to list the Fund or any of the Cells or the Participating Shares on any stock exchange.

## **OVERVIEW**

The Fund is offering, through these Particulars and the relevant Appendices, Participating Shares in the Cells referred to in the Appendices hereto and prospective investors are referred to the Appendices for details of the strategies, terms and conditions and specific details that are applicable to the Cells. The details contained in the relevant Appendix take precedence over any other terms or conditions contained in these Particulars.

Participating Shares in each Cell can be subscribed for on the relevant Investment Dealing Days at the Subscription Price.

The Participating Shares do not carry a right to vote at any general meeting of the Fund save where the business of the meeting relates to any alteration or abrogation of the rights attached to such shares. All other voting rights attach to the Management Shares.

## **INVESTMENT POLICIES AND INVESTMENT RESTRICTIONS**

### ***Investment Objectives and Policies***

The purpose of the Fund is to facilitate a structure of separate authorised Cells, with each Cell having its own distinct investment objectives, restrictions and risk profile. The investment objective of each Cell is set out in the relevant Appendix. The Directors will have the power from time to time to change the investment objectives and policies of any Cell, subject to the rules of any applicable exchange and subject to Shareholders being given sufficient notice to enable them to redeem their Participating Shares in the relevant Cell on a Redemption Dealing Day prior to such change(s) being effected.

### ***Investment Strategy***

The investment strategy of each Cell is set out in the relevant Appendix.

### ***Investment Restrictions***

The investment restrictions applicable to each Cell are set out in the relevant Appendix.

Generally, under the Class B Rules, whether or not the Participating Shares are listed, the property of the Fund and any Cell must be invested with the aim of spreading risk, in accordance with the investment policy, strategies and restrictions set out in these Particulars, the relevant Appendices and the Articles.

**The Manager will undertake to monitor the underlying investments to ensure that, aggregate restrictions applicable to a Cell are not breached. Where any such restrictions are breached, the Manager will bring such breach(es) to the attention of the Directors and will ensure that immediate corrective action is taken except where such breach is due to redemptions, appreciations or depreciations, changes in exchange rates, or by reason of the receipt of rights, bonuses, benefits in the nature of capital or by reason of any other action affecting every holder of that investment.**

### **CURRENCY HEDGING**

A Cell may enter into hedging transactions where it has acquired investments not denominated in its base currency. Currency risk may be hedged, at the discretion of the Manager. The margins and premiums payable for such transactions shall not exceed the Net Asset Value of the relevant Cell.

### **BORROWINGS**

The borrowing and gearing powers of each Cell are set out in the relevant Appendix. As at the date of these Particulars, the Fund has no loan capital (including term loans) outstanding or created but unissued, and no outstanding mortgages, charges or other borrowings or indebtedness in the nature of borrowings, including bank overdrafts and liabilities under acceptances or acceptance credits, hire purchase or finance lease commitments, guarantees or other contingent liabilities.

### **DIVIDEND POLICY**

Individual Cells may declare and pay dividends although it is anticipated that in the majority of Cells income will be accumulated. To the extent that a dividend may be declared, it will be paid in compliance with any applicable laws and, in the case of Cells which may in future be listed, the requirements of the relevant exchange.

## **RISK FACTORS**

Set out below is a list of the risk factors which have been identified as being most relevant to the Fund. Prospective Investors should consider the following risk factors in relation to the Fund, which individually or in aggregate could have a material adverse effect on the Fund. The information set out below does not purport to be an exhaustive summary of the risks affecting the Fund. Investors should be aware of the risks inherent in investing in the Fund and should have sufficient financial awareness to evaluate such risks, particularly those associated with the adoption of alternative strategies. Persons not able to assess the various advantages and risks associated with an investment in the Fund should not consider such an investment. Potential investors who are in any doubt as to the risks involved in investment in the Fund are recommended to obtain independent financial advice before making an investment. There may be new risks that arise in the future which could not have been anticipated in advance. The list includes both risks that relate to the investment performance of the underlying assets, as well as risks that relate to how a company operates or is administered. Additional cell specific risks are set out in the relevant Appendix.

### ***Recognition of Protected Cell Company Structure***

Potential investors in the Fund should be aware that the segregation of assets and liabilities permitted under Guernsey law might not necessarily be recognised in jurisdictions where the Fund's assets are located. The Manager will seek to reduce this risk where appropriate by requiring that where an actual or potential liability is incurred, the counterparty agrees that recourse may only be made against the Cell in respect of which the relevant liability is incurred.

### ***General Risk Factors***

The value of Participating Shares (and the income from them) may fall as well as rise and investors may not get back, on redemption or otherwise, the amount originally invested. Accordingly, an investment in any Cell should only be made by persons who are able to bear the risk of loss of capital invested.

No assurance can be given that the Cells will succeed in meeting their respective investment objectives or that the Manager's assessments of the short-term or long-term prospects, volatility and correlation of the types of investments referred to in these Particulars will prove accurate.

A Cell may invest in assets that are denominated in currencies that are different from its base currency. The ability of a Cell to hedge currency risks may be affected by limited forward markets for the hedging of the base currency against the currency of investment. There is no requirement for a Cell to hedge its assets into the base currency and hedging is at the discretion of the Manager. A hedge may not be effective in eliminating all of the risks inherent in any particular position and there can be no guarantee that suitable instruments for hedging will be available at times when the Cell wishes to use them.

The value of a Cell's assets may be affected by uncertainties such as international political developments, changes in government policies, taxation, restrictions on foreign investment and currency fluctuations and other developments in the laws and regulations of the countries in which the Cell's assets are invested.

If there are substantial redemption requests within a limited period of time, it may be difficult for the Manager to provide sufficient funds to meet such redemptions without liquidating positions prematurely at an inappropriate time or on unfavourable terms and thereafter it may be more difficult for the relevant Cell to meet its investment objectives and expected returns since it will be operating on a smaller asset base.

Each Cell will take a credit risk on parties with whom it trades and will also bear the risk of settlement default for currency overlay. Any failure by a counterparty to make payments due under a derivative instrument will reduce the Fund's income.

Since some of the Cells do not intend to pay dividends, an investment in these Cells may not be suitable for investors seeking income returns for financial or tax-planning purposes.

Whilst it may be possible for the Manager to hedge some of the risks outlined above, it will not be obliged to do so and, if such hedging is carried out, there can be no assurance that it will be successful and it may negate certain profits which the Fund may otherwise have earned or even incur a loss. In particular, certain Cells may enter into forward foreign exchange contracts to hedge against the possibility that their base currency may suffer a decline against the currencies in which underlying investments may be denominated. Forward foreign exchange contracts are not uniform as to the quantity or time at which a currency is to be delivered and are not traded on exchanges. Rather, they are individually negotiated transactions. Transactions in forward foreign exchange contracts are not regulated by any regulatory authority nor are they guaranteed by an exchange or clearing house. The Fund will bear the cost of all hedging. Furthermore, it may not always be possible to hedge certain risks in many of the less developed markets in which the Fund may invest as exchange-traded futures and options are not available in certain markets.

Investments on international markets may fluctuate in price under the influence of a variety of issues such as currency rates and interest rates, exchange controls, taxes and other economic and political developments. Other factors such as the availability of information on, and the size and liquidity of, international markets may limit the intended diversification of the Fund's resources.

The Fund has no obligation to redeem Participating Shares at the subscription price originally paid and redeeming investors may not receive the amount originally invested.

Certain Cells may have the ability to gate substantial redemptions and certain Redemption Notice Periods may be extended, as set out in the relevant Appendix.

### ***Interest Rate Risk***

The price of securities tends to be sensitive to interest rate fluctuations and unexpected fluctuations in interest rates could cause the corresponding prices of a position to move in directions that were not initially anticipated.

### ***Custodian***

The Fund's assets will be held by the Custodian or, in certain circumstances, by a Prime Broker, as set out in the Appendices. Custodians, brokerage firms and commercial banks are subject to various laws and regulations in various jurisdictions that are designed to protect their customers in the event of their insolvency. However, the practical effect of these laws and their application to the Fund's assets are subject to substantial limitations and uncertainties. Because of the large number of entities and jurisdictions involved and the range of possible factual scenarios involving the insolvency of a custodian or a Prime Broker and their agents or affiliates, it is impossible to generalize about the effect of their insolvency on the Fund and its assets. Investors should assume that the insolvency of any of the Custodian, the Prime Brokers or the Fund's other service providers could result in the loss of all or a substantial portion of the Fund's assets held by or through such entity. A derogation from Rule 4.01(1)(a) of the Class B Rules has been obtained from the GFSC in order that Credit Suisse AG may be appointed as custodian of the Fund and any Cells, notwithstanding that Credit Suisse AG is not incorporated in, administered in and does not have a place of business in Guernsey (as would otherwise be required by Rule 4.01(1)(a)(ii) of the Class B Rules) and is not licensed under the POI Law (as would otherwise be required by Rule 4.01(1)(a)(iii) of the Class B Rules). A further derogation from Rule 4.01(4) of the Class B Rules has been obtained from the GFSC to allow the duties of the Custodian

under Rule 4.01(4) of the Class B Rules to be discharged by the Oversight Committee (as defined below) by way of appropriate oversight of the Manager and Administrator by such Oversight Committee. Members of the Oversight Committee shall be Philip Bodman and Gunther Gommers, or such other members of the Board as may be appointed from time to time. The Custodian is not licensed by the GFSC and, as such, is not supervised or regulated thereby.

### ***Prime Brokers***

Some Cells may use the services of Prime Brokers for trading and custody of assets. Some prime brokers are not obliged to segregate client assets from proprietary assets and in the event of the insolvent liquidation of such brokers, any assets which may not clearly be identified as client assets may be available to the liquidator, leaving the relevant Cell with only an unsecured claim in the insolvency ranking no more than pari passu with the claims of other unsecured creditors. Derogations from Rules 4.05(2) to (5) and 4.05(7) of the Class B Rules will be sought from the GFSC in order that assets of a Cell may be held by a Prime Broker if required.

### ***Changes in Applicable Law***

The Fund and its service providers, including without limitation the Manager, the Administrator and the Custodian must comply with various legal requirements. Without limitation these legal requirements are imposed by corporate laws, mutual fund laws, protection of investors laws, securities laws, tax laws and anti-money laundering laws. Should any of such laws change over the life of the Fund, the legal requirements to which the Fund and its service providers may be subject could differ materially from current requirements.

### ***Compensation Arrangements of the Manager***

As described herein, the Manager will receive a Performance Fee in addition to the Management Fee from the Fund. Under these arrangements, the Manager may benefit from appreciation, including unrealised appreciation, in the value of a Cell, but may not be similarly penalized for realized losses or decreases in the value of that Cell. Such fee arrangements may create an incentive for the Manager to make investments that are unduly risky or speculative.

### ***Concentration of Investments***

Although it will be the Fund's policy to diversify its investment portfolio, the Fund and/or a Cell may at certain times hold relatively few investments. The Fund and/or a Cell could be subject to significant losses if a large position in a particular investment declines in value or is otherwise adversely affected, including by default of the issuer.

### ***Conflicts of Interest***

Conflicts of interest may exist in the structure and operation of the Fund's business. The attention of investors is specifically drawn to the potential conflict of interest implicit in the method of valuation of over-the-counter option contracts and similar contracts and derivative instruments other than spot and forward contracts where the Administrator relies on the counterparties to such contracts or instruments to provide a price for the relevant contract or instrument. See the section headed "Conflicts of Interest" in these Particulars.

### ***Dependence on the Manager***

The Fund will rely on the Manager in formulating the investment strategies of the Cells. The bankruptcy or liquidation of the Manager or the discontinuance of the Manager's association with any of the parties or otherwise with the operations of the Fund, may have an adverse impact on the Net Asset Value. Shareholders must rely on the judgement of the Manager.

### ***Effects of Substantial Redemptions***

Substantial voluntary redemptions of Participating Shares by Shareholders within a limited period of time could require the Fund to liquidate interests in the Fund's investments sooner than would otherwise be desirable. Regardless of the period of time in which redemptions occur, the resulting reduction in the Net Asset Value of the Fund and thus in its equity base, could make it more difficult for the Fund to diversify its holdings and achieve its investment objective.

### ***Fees and Expenses***

Whether or not the Fund's portfolio is profitable, it is required to pay fixed fees and expenses including organisation and offering expenses, administrative and operating expenses and advisory fees.

### ***General Considerations***

The Fund's investment programme is speculative and an investment in the Fund therefore involves a high degree of risk. There is no guarantee that the Fund's investment objectives, or its risk monitoring and diversification goals, will be achieved and results may vary substantially over time. Investors should recognise that investing in the Fund involves special considerations not typically associated with investing in other securities and that the asset allocation is not structured as a complete investment programme. The Fund's investment strategies carry considerable risks. The value of the investments in which the Fund invests (and therefore the value of the Participating Shares) is unlikely to follow the value of other investments.

An investment in the Fund is suitable only for investors who are in a position to take such risks and who adopt a long-term approach to their investment strategy.

### ***Illiquidity of Investments***

Certain of the investments made by a Cell may not be in generally liquid assets. In certain instances, redemption of an investment in a Cell may be subject to constraints imposed by the liquidity of these underlying assets.

### ***Inadequate Return***

There can be no assurance that the returns on the Fund's investments will be commensurate with the risk of investment therein. Investors should not commit money to the Fund unless they have the resources to sustain the loss of their entire investment in the Fund.

### ***Interest Rate Fluctuations***

The prices of securities in which the Fund invests may be sensitive to interest rate fluctuations. Unexpected fluctuations in interest rates could cause the corresponding prices of an underlying security's long and short portions to move in directions which were not initially anticipated. In addition, interest rate increases generally will increase the costs of borrowing by the Fund and/or the underlying securities in which it invests.

### ***Investment Selection***

When exercising its discretionary investment management powers, the Manager is reliant on information and data made directly available to it through other sources. Although the Manager may evaluate such information and data and seek independent corroboration when it considers it appropriate and available, the Manager cannot confirm the completeness, genuineness or accuracy of such

information and data.

### ***Investment Strategies***

The success of the investment strategies depends upon the ability to understand and evaluate the markets in which the Fund is invested. Any factor that would make it more difficult to perform such analysis would be detrimental to profitability. As the investment strategies may be modified and altered from time to time, it is possible that the investment strategies used in the future may be different from those presently in use. No assurance can be given that the investment strategies used or to be used will be successful under all or any market conditions.

### ***Lack of Independent Representatives***

Each prospective investor should consult his own legal, tax and financial advisers regarding the desirability of an investment in the Fund.

### ***Leverage, Financing and Margin Call Risk***

A Cell may employ leverage and may borrow against its investments as set out in the relevant Appendix. While the use of borrowed funds to purchase investments can substantially improve the return on invested capital if the investments so purchased increase in value, their use involves costs to the relevant Cell and may also increase the adverse impact to which the investment portfolio of that Cell may be subject if the investments so purchased decrease in value.

A Cell may also leverage its investment return with options, short sales, swaps, forwards and other derivative instruments. The amount of borrowings which a Cell may have outstanding at any time may be substantial in relation to its respective capital. Trading on margin and other leveraging strategies can increase the profit potential of a securities portfolio but concurrently increase the risk of loss. Margin trading requires the pledge of the Cell's securities as collateral and margin calls can result in the Cell being required to pledge additional collateral or to liquidate holdings, which can result in the necessity for selling securities at substantial losses that would not otherwise be realised.

### ***Limitations of Hedging Techniques***

A Cell may employ various hedging techniques to reduce the risk of investment positions. A substantial risk remains, nonetheless, that such techniques will not always be available and when available, will not always be effective in limiting losses. A Cell may take substantial unhedged positions.

### ***Manager Not Full Time***

The Manager and its principals and affiliates are not required to devote substantially all their business time or resources to the Fund's business. The principals, officers and employees of the Manager have and will continue to have significant involvement with non-Fund businesses and therefore they will not devote their time exclusively to the Fund's business.

### ***Market Risks***

The investments of the Fund are subject to normal market fluctuations and the risks inherent in investment in equity securities and similar instruments and there can be no assurance that appreciation will occur. The price of Participating Shares can go down as well as up and investors may not realise their initial investment.

### ***Past Performance Information***

Market conditions and trading approaches are continually changing and the fact that any trading adviser or investment manager happened to be successful in the past may largely be irrelevant to its prospects for future profitability.

**PAST RESULTS ARE NOT NECESSARILY INDICATIVE OF FUTURE PERFORMANCE AND NO ASSURANCE CAN BE GIVEN THAT PROFITS WILL BE ACHIEVED OR THAT SUBSTANTIAL LOSSES WILL NOT BE INCURRED.**

### ***Performance Fee***

Where performance fees are payable by the Fund, these will be based on net realised and unrealised gains as of the end of each Performance Period (as defined in the relevant Appendix). As a result, performance fees may be paid on unrealised gains which may subsequently never be realised as investments may be closed out at a loss or lower gain position in a later period with a consequent reduction in the Net Asset Value on the later Dealing Day. Investors who subscribe for Participating Shares, and/or redeem Participating Shares, at different times may bear different proportionate shares of the performance fees (if any) payable by the Fund to the Manager. Further, payment of performance fees may create an incentive to the Manager to select riskier or more speculative trades than would be the case in the absence of such a fee arrangement.

### ***Political Risk***

The value of the Fund's assets may be affected by uncertainties such as international political developments, changes in government policies, taxation, restrictions on foreign investment and currency repatriation, currency fluctuations and other developments in the laws and regulations of the countries to which the Fund is exposed through its investments in the underlying securities.

### ***Possible Indemnification Obligations***

The Fund has agreed, or may agree to indemnify the Directors, the Manager, any hedging adviser or agent, the Administrator, the Custodian and banks, brokers and dealers under the Articles or various agreements entered into with such persons (as applicable) against certain liabilities they or their respective directors, officers, affiliates or agents may incur in connection with their relationship with the Fund. These indemnity obligations may or may not be limited with reference to negligence, bad faith, wilful default or fraud.

### ***Regulatory Oversight***

The investments in which the Fund may invest may not be subject to any substantive or effective regulatory oversight and may be established in jurisdictions where there are not established or effective investor protection laws.

### ***Restrictions on Transfers and Redemptions***

An investment in the Fund provides limited liquidity since an active secondary market is not expected to develop in the Participating Shares (unless otherwise indicated in the Appendices). In addition, the Fund pursues a long-term investment programme. The Fund also may require mandatory redemption of Participating Shares in certain circumstances.

### ***Short Selling***

The Fund may engage in short selling in certain of the Cells as set out in the Appendices. Short selling

involves selling securities that are not owned by the short seller and borrowing them for delivery to the purchaser, with an obligation to replace the borrowed securities at a later date. Short selling allows the investor to profit from a decline in the market price to the extent such decline exceeds the transaction costs and the costs of borrowing the securities.

The extent to which a Cell engages in short sales will depend upon the relevant Cell's investment strategy and opportunities. A short sale creates the risk of a theoretically unlimited loss, in that the price of the underlying security could theoretically increase without limit, thus increasing the cost to the relevant Cell of buying those securities to cover the short position. There can be no assurance that the relevant Cell will be able to maintain the ability to borrow securities sold short. In such cases, the relevant Cell can be “**bought in**” (i.e., forced to repurchase securities in the open market to return to the lender). There also can be no assurance that the securities necessary to cover a short position will be available for purchase at or near prices quoted in the market. Purchasing securities to close out a short position can itself cause the price of the securities to rise further, thereby exacerbating the loss.

### *Unlisted Investments*

The Fund may invest in unlisted investments in certain of the Cells as set out in the Appendices. Such investments, by their nature, involve a higher degree of valuation and performance uncertainties and liquidity risks than investments in quoted securities and they may be more difficult to realise which may materially adversely affect the Fund's business, results of operations and/or financial condition.

### *Alternative Investment Fund Managers Directive*

The EU Alternative Investment Fund Managers Directive (the “**AIFMD**”) regulates the activities of certain private fund managers undertaking fund management activities or marketing fund interests to investors within the European Economic Area (“**EEA**”). If the Fund is actively marketed to investors domiciled or having their registered office in the EEA in circumstances where no transitional relief is available: (i) the Fund may be subject to certain reporting, disclosure and other compliance obligations under the AIFMD, which may result in the Fund incurring additional costs and expenses; (ii) the Fund and/or the Manager may become subject to additional regulatory or compliance obligations arising under national law in certain EEA jurisdictions, which may result in the Fund incurring additional costs and expenses or otherwise affect the management and operation of the Fund; (iii) the Fund may be required to make detailed information relating to the Fund and its investments available to regulators and third parties; and (iv) the AIFMD may also restrict certain activities of the Fund in relation to EEA portfolio companies including, in some circumstances, the Fund’s ability to recapitalize, refinance or potentially restructure an EEA portfolio company within the first two years of ownership. In addition, it is possible that some EEA jurisdictions will elect to restrict or prohibit the marketing of non-EEA funds to investors based in those jurisdictions, which may make it more difficult for the Fund to raise its targeted amount of subscriptions.

**The foregoing factors are not exhaustive and do not purport to be a complete explanation of all the risks and considerations involved in investing in the Fund. In particular, the Fund’s performance may be affected by changes in market or economic conditions, and legal, regulatory and tax requirements. The Fund will be responsible for paying the fees, charges and expenses referred to in these Particulars regardless of the level of profitability.**

**The foregoing factors are generally applicable to the Fund and the Cells. Additional specific risk factors that may be applicable to a Cell are set out in the relevant Appendix.**

## **SUBSCRIPTION FOR, AND REDEMPTION AND CONVERSION OF, PARTICIPATING SHARES**

### ***Recording of Telephone Conversations***

Your attention is drawn to the fact that telephone conversations with the Administrator and its delegates may be recorded.

### ***Data Protection***

The Fund is required to collect information about Shareholders and is committed to safeguarding this information. It is legally obliged to use this information in line with all laws concerning the protection of personal information including the Data Protection (Bailiwick of Guernsey) Law, 2017 (“**DP Law**”).

The Fund is a controller for the purposes of the DP Law and has appointed an investment manager, independent administrator, custodian and auditor (together “**Service Provider**”). Each of these independent parties will be a processor of data and is required to comply with the same DP Law. In addition, the Investment Manager and Administrator will be a controller for the purposes of the DP Law with regard to certain information such as client due diligence.

A more detailed Privacy Policy can be found on the websites of each relevant Service Provider. By agreeing to invest in the Fund, investors acknowledge that such notices have been read and understood.

By agreeing to invest in the Fund, investors acknowledge and accept that each of the Service Providers may control and/or process personal data in relation to the investor to properly record the investor’s interest in the Fund in accordance with the DP Law, other relevant laws and regulations and to advise the investor of matters relative to his/her investment in the Fund, including current values and changes to Fund documentation.

In order to enable the Service Providers to fulfil their duties to the Fund, and to comply with regulatory requirements, by investing in the Fund pursuant to these Particulars, the investor consents to each of the Service Providers carrying out any of the actions below:-

- the control and processing of an investor’s personal data (including sensitive personal data) as required by or in connection with his/her investment in the Fund including processing personal data in connection with credit and anti-money laundering checks on the investor;
- communicating with the investor as necessary in connection with his/her affairs and generally in connection with his/her investment in the Fund;
- providing personal data (including where necessary, sensitive personal data) to such third parties as the Service Providers may consider necessary in connection with the investor’s and/or the Fund’s affairs or the carrying out of their duties to the Fund and generally in connection with his/her investment in the Fund or as the DP Law may require, including to third parties outside the Bailiwick of Guernsey or the European Economic Area;
- without limitation, providing such personal data or sensitive personal data to the Service Providers or their agents or delegates for processing, notwithstanding that any such party may be outside the Bailiwick of Guernsey or the European Economic Area (“**EEA**”);
- the transfer of personal data to other companies within the same group of companies as the Service Providers and their agents or delegates (including to any such companies which are outside the Bailiwick of Guernsey or the EEA) who need to process such information under any delegation arrangement in relation to the Fund. Any transmission of data to a non-EEA country would be done in accordance with the DP Law requirements at all times;

- the processing of an investor's personal data for the Service Providers' internal administration; and
- retaining personal data for the life of the relationship and for such additional period as may be prescribed by applicable law and regulation.

If an investor has any questions in relation to how their personal data is obtained, processed or retained by the Service Providers they should contact the Administrator for a copy of the Company's Privacy Notice.

### ***Subscriptions***

The price per Share ("**Subscription Price**") at which the Participating Shares of each Cell will first be offered to Eligible Investors and the period during which the offer of the initial issue will remain open ("**Initial Offer Period**") is set out in the relevant Appendix.

Participating Shares of each Cell will be available for subscription by Eligible Investors on each subsequent Investment Dealing Day at a Subscription Price calculated as follows:

The Administrator will calculate the Net Asset Value of each Cell or Class as at the Valuation Point and divide the resulting amount by the number of Participating Shares in issue or deemed to be in issue. The value per Participating Share thus produced is rounded to the nearest four decimal places to arrive at the Subscription Price. The benefit of any rounding will be retained by the Fund for the account of the relevant Cell. Under the terms of the Articles, the Directors are permitted, when calculating the Subscription Price, to add an allowance, currently 0.5%, for the duties and charges which would be incurred on the assumption that the investments held for the relevant Cell were to be acquired at the relevant Valuation Point, which represents the Manager's estimate of the costs and related market impact that would be incurred if the Fund were to increase its underlying investments pro-rata to allow for the relevant subscription. Fractions of Participating Shares to two decimal places will be allotted if necessary.

A sales commission may be payable by an investor to such investor's broker, but no commission or sales charge will be payable to the Fund by an investor investing in the Fund.

### ***Initial Charge***

No initial charge will be applied to the subscription of Participating Shares and 100% of the Subscription Price will be applied to the purchase of Participating Shares.

### ***Minimum Subscription***

The Directors have authorised the Manager, in its absolute discretion, to waive or reduce any minimum subscription amount for initial and subsequent investments in Participating Shares set out in the relevant Appendix.

### ***Application Procedure***

Investors can subscribe for Participating Shares in a Cell on any Investment Dealing Day for the Cell. Applications may be made subject to the price for Participating Shares on the relevant Investment Dealing Day being a certain value of Participating Shares. Applications must be made on the Application Form approved for such purpose by the Fund and must be submitted together with the duly completed Application Supplement in accordance with the instructions set out in the Application Form and the Communication Policy. The Directors have discretion to accept subscriptions in kind.

The application procedure for each Cell is subject to the specific terms and conditions in the Appendices hereto.

The Directors have discretion whether to accept or reject in whole or in part any application for Participating Shares.

The Packaged Retail and Insurance based Investment Products ("**PRIIPS**") came into effect in the European Union on 01 January 2018. The regulation applies to unregulated collective investment schemes sold to retail clients in the EEA. Stonewood Wealth Management International Limited has produced a Key Investor Document ("**KID**") to meet the requirement of distributing the Fund to certain clients with effect from 01 January 2018. The applicant may be required to confirm they have seen the latest available KID as part of the application process.

In view of the incidence of public holidays and the difficulties in obtaining reliable prices over Christmas, the New Year and Easter, the Directors have authorised the Administrator to omit or substitute different Dealing Days (and amend the corresponding Valuation Points if necessary) or to alter the dealing cut-off times during these periods. Accordingly, investors wishing to subscribe for or redeem Participating Shares in the first and last two weeks in each calendar year or over the Easter period should first contact the Administrator for information on the Dealing Days and/or the dealing cut-off times during these periods.

### ***Regulatory Considerations***

The Administrator, the Manager and the Fund comply with the AML/CFT Laws. In particular, they must meet the criteria set by the Guernsey Financial Services Commission from time to time in accordance with The Criminal Justice (Proceeds of Crime) (Financial Services Businesses) (Bailiwick of Guernsey) Regulations, 2007 and/or other applicable laws and regulations. None of the Administrator, the Manager or the Fund accepts cash or money or any other property derived from or intended for use in any illegal activity. To comply with its obligations under the AML/CFT Laws, the Administrator will seek - and investors will be required to provide - information and documentation to ensure compliance with the AML/CFT Laws.

By investing in the Fund, investors agree to provide truthful information and documentation, upon request, regarding their identity, residential address, background, source of investment income, and any other matters that the Administrator or the Manager deems necessary to comply with the AML/CFT Laws. Applicants who are investing on behalf of a third party are required to acknowledge that they have obtained sufficient information about that third party to determine that the party (a) is not involved in illegal activities, and (b) is investing funds from a legitimate source.

Information and documentation required by the Manager and/or the Administrator are detailed in the Application Form and Application Supplement. The Manager and/or the Administrator may also require references from other financial institutions and other information and documentation that the Manager and/or the Administrator deems necessary to ensure compliance with applicable laws and regulations, including the AML/CFT Laws.

Pending the provision of information and documentation sufficient to satisfy the Manager's and/or the Administrator's obligations under the AML/CFT Laws, the Administrator may retain an investor's money without issuing or transferring Participating Shares to the prospective investor. Interest (if any) earned on subscription monies held by the Administrator pending satisfaction of these requirements will be added to the assets of the Fund. If sufficient information and documentation is not provided within a reasonable period of time, the Administrator may return the investor's money without processing the subscription. The Manager and/or the Administrator reserves the right to reject any subscription or to redeem any shareholdings if the Manager and/or the Administrator deems such action necessary to comply with any legal obligation or if the Manager and/or the Administrator believes that an investor has failed to provide truthful information or documentation, as requested by the Manager

and/or the Administrator, regarding the investor's identity, background, source of investment funds, or other information or documentation relevant to the Manager's and/or the Administrator's obligations under the AML/CFT Laws.

A new investor into the Fund need only complete the information requested once. This information will be kept on file and will only need to be updated should there be any relevant changes made, or, if there is requirement for out-of-date documentation to be updated. If further documentation is requested, payment of any redemption proceeds may be delayed pending receipt of such documentation.

### ***Payment***

Applications should be accompanied by a confirmation that application monies have been remitted by telegraphic transfer to the appropriate bank account appearing in the Application Form and where payment is not received in due time, the subscription for Participating Shares will occur on the next available Investment Dealing Day at which point, subject to the receipt of the cleared funds, the application will be processed at the Subscription Price ruling on that day. Applications will normally only be held over for five Investment Dealing Days and thereafter, if funds are not received, the application may be cancelled and the Application Form destroyed without further notice to the applicant.

The Administrator reserves the right to reject an application or to accept any application in part only or to treat as valid any applications which do not fully comply with the terms and conditions of application. If any application is not accepted, the amount paid on application will be returned, without interest and at the risk and cost of the applicant to the account of the remitter quoting the Applicant's name. The Administrator will also require verification of the identity of applicants and/or the source of funds/wealth. If satisfactory evidence is not produced, subscriptions may be cancelled. If a subscription is cancelled, any funds received by the Administrator shall be returned without interest, less any charges to the remitting bank, to the account of the remitter quoting the applicant's name.

Any application monies received other than in the base currency of the Cell concerned will be converted by the Administrator on behalf of the Fund to the base currency of such Cell at the relevant spot rate of exchange offered by the Fund's banker (on their normal terms and conditions) on the application date or the relevant Investment Dealing Day. This service will be at the risk and expense of the investor.

### ***Redemption Procedure***

Subject to the Redemption Notice Period specified in the relevant Appendix hereto, Participating Shares may normally be redeemed at the Redemption Price (as defined below) on any Redemption Dealing Day for the relevant Cell. Notice of redemption of Participating Shares must be given on the Redemption Form approved for such purpose by the Fund and must be submitted in accordance with the instructions set out in the Redemption Form and the Communication Policy.

It should be noted that the Administrator will process any such Redemption Form on receipt but may withhold payment of the redemption proceeds until it is in receipt of the duly completed original Redemption Form signed by the Shareholder or an authorised signatory of the Shareholder. Shareholders who submit redemption requests by facsimile or email to the Administrator are advised to contact the Administrator by telephone to confirm that the Administrator has received the facsimile or email redemption request. Facsimiles or emails sent to the Fund or the Administrator shall only be effective when actually received by the Administrator.

Where a Redemption Form is received with incorrect or incomplete information, the Shareholder shall be informed thereof and the Redemption Form shall be deemed to be received at the time that the correct or complete information is received in writing.

The minimum value of Participating Shares which may be redeemed pursuant to a Redemption Form

is US\$10,000. The Directors have authorised the Manager, in its absolute discretion, to vary or waive the value of Participating Shares that may be the subject of any one act of redemption.

Redemption of part of a holding of Participating Shares of any Cell may be refused if, as a result of such redemption, a Shareholder would then hold Participating Shares in the Cell concerned with a value of less than US\$100,000 or its equivalent in the base currency of the relevant Cell.

Redemption will take place on the applicable Redemption Dealing Day provided that all the above requirements have been satisfied. If a Redemption Form is received by the Administrator later than the Redemption Notice Period specified in the relevant Appendix, the redemption will normally take place on the next following Redemption Dealing Day for the Cell unless the Manager determines otherwise. The Administrator will be deemed to be authorised to make such redemption if instructed to do so by any person purporting to be the Shareholder and reciting the relevant Shareholder number. All such redemptions shall normally be paid in accordance with the details contained in the redemption payment instructions in the original Application Form unless specified otherwise in accordance with the procedure set out below.

Provided that the Redemption Form is in order, and the original signed Redemption Form has been received by the Administrator, payment of the redemption proceeds will be made as per the Redemption Proceeds Payment as defined in the relevant Appendix (subject to the rights of the Fund and the Administrator to request original documentation as referred to above). Timing of the payment of redemption proceeds depends on the Cell in question. Please refer to the specific Redemption Proceeds Payment conditions set out in the relevant Appendix. Settlement will be effected by telegraphic transfer in accordance with the redeeming Shareholder's instructions in the original Application Form or to the account from which the application monies were received. All redemption monies will be paid in the base currency of the Cell in respect of which Participating Shares are being redeemed. In all cases, payment will be effected at the risk and cost of the redeeming Shareholder. In addition, it should be noted that it is not the policy of the Fund or the Administrator to make payment of redemption proceeds to third parties. If payment is to be made other than to the bank account specified in the Redemption Payment Instruction in the original Application Form or the account from which the application monies were received, then such revised payment instruction must be notified to the Administrator in advance in writing. In the case of joint Shareholders, all must sign the revised payment instructions. The Administrator will require details relating to the third party and may need to undertake additional checks in accordance with its obligations under the AML/CFT Laws before making the payment. The Administrator reserves the right to request any documentation in support of such third party payment and reserves the right to refuse to effect such payment. No redemption proceeds shall bear interest against the Fund, the Administrator or any other person.

### ***Redemption Price***

Participating Shares will be redeemed at a price per Share ("**Redemption Price**") which is determined by reference to the Net Asset Value per Share calculated as at the Valuation Point for the relevant Redemption Dealing Day for the Cell, as defined in the relevant Appendix. The Redemption Price for any Share is arrived at by dividing the Net Asset Value of the relevant Cell by the number of Participating Shares of that Cell in issue or deemed to be in issue, and rounding the resulting amount to the nearest four decimal places. The benefit of any rounding will be retained by the Fund for the account of the relevant Cell.

Under the terms of the Articles, the Directors are permitted, when calculating the Redemption Price, to deduct an allowance, currently 0.5%, for duties and charges that would be incurred if the investments held for the relevant Cell were to be sold at the relevant Valuation Point, which represents the Manager's estimate of the costs and related market impact that would be incurred if the Fund were to reduce its underlying investments pro-rata to allow for the relevant redemption.

### ***Contract notes and Certificates***

A contract note evidencing the Fund's acceptance of an application will be sent by email or by fax (or by post if the applicant does not have an email address or a fax number) to the applicant within seven Business Days of the relevant Dealing Day, providing details of the transaction and a Shareholder number, which should be quoted in any correspondence by the Shareholder with the Administrator or the Manager.

All Participating Shares will be issued in registered form and the Register will be conclusive evidence of ownership. Certificates will not be issued.

Any changes to a Shareholder's personal details must be notified immediately to the Administrator in writing in accordance with the Communication Policy. The Administrator reserves the right to require an indemnity or verification acceptable to it before the Administrator (as the Registrar) can accept instructions to alter the Register.

### ***Deferral of Conversions and Redemptions***

The Directors may limit the total number of Participating Shares in a Cell which may be redeemed or converted on any Redemption Dealing Day to 20% (or such higher percentage as the Directors may determine) of the total number of Participating Shares in issue in that Cell. The limitation will be applied pro rata to all Shareholders who have requested redemptions or conversions to be effected on or as at such Redemption Dealing Day so that the proportion of each holding redeemed or converted is the same for all such Shareholders. Any Participating Shares which, by virtue of this limitation, are not realised or converted on any particular Redemption Dealing Day shall be carried forward for redemption or conversion on the next following Redemption Dealing Day at the Redemption Price ruling on that next Redemption Dealing Day. In respect of any Redemption Dealing Day to which redemption or conversion requests ("**Deferred Requests**") are deferred, such requests will be dealt with in priority to other requests for redemption or conversion of Participating Shares on that day ("**Other Requests**") until the Deferred Requests have been satisfied in full. The deferral powers described in this paragraph shall apply mutatis mutandis to any Other Requests which, as a result of the above limit, have not been satisfied in full on any Redemption Dealing Day.

### ***Compulsory Redemption***

The Directors of the Fund have the power under the Articles in their absolute discretion compulsorily to redeem at any time the Participating Shares of any investor (i) which, as a result of a redemption of any part of the investor's holding, have a value of less than US\$100,000 or the equivalent thereof in the base currency of the Cell concerned; or (ii) who holds Participating Shares directly or beneficially in breach of any law or requirement of any country governmental or regulatory authority; or (iii) whose existence as a Shareholder in the Fund causes or threatens to cause the Fund or any Cell to incur any liability to taxation or to suffer any pecuniary or other disadvantage in any jurisdiction which it would otherwise not have expected to incur or suffer; or (iv) whose existence as a Shareholder may cause the Fund to be classified as an "**investment company**" under the 1940 Act; or (v) who is a US Person.

If, following the first anniversary of the creation of a Cell, the Net Asset Value of that Cell is less than US\$2,000,000 (or the equivalent thereof) on each Redemption Dealing Day falling within a period of 12 consecutive weeks the Directors may compulsorily redeem all the shares of that Cell in existence on 90 days' clear notice.

### ***Calculation of Net Asset Value***

The Net Asset Value will be calculated by the Administrator for each Cell and each Class at each relevant Valuation Point respectively. The Net Asset Value of each Cell and each Class is determined by deducting the value of the total liabilities of the Cell or those attributable to the relevant Class (as applicable) concerned from the value of the total assets of that Cell or Class. Total assets or those attributable to the relevant Class (as applicable) include all cash, accounts receivable, accrued interest

and the current market values of all investments. Total liabilities include any fees payable to the Manager, the Custodian, the Administrator and any Broker, all borrowings, provision for taxes (if any), allowances for contingent liabilities and any other costs and expenses reasonably and properly incurred by the Manager or the Administrator in effecting the acquisition or disposal of securities.

The assets of each Cell or Class shall be valued as follows (as applicable):

- (a) deposits shall be valued at their principal amount plus accrued interest calculated on a daily basis;
- (b) treasury bills and bills of exchange shall be valued with reference to prices ruling in the appropriate markets for such instruments for settlement as at the relevant Valuation Point;
- (c) forward foreign exchange contracts will be valued by reference to market of similar contracts settled as at the relevant Valuation Point;
- (d) all valuations of financial futures contracts shall be assessed by reference to the prevailing prices on the relevant futures exchanges;
- (e) the value of any units, shares or other security of any unit trust, mutual fund, investment company or other similar investment vehicle or collective investment scheme shall be derived from the last prices, whether estimated or final, published by the managers thereof;
- (f) where any security owned or contracted for by the Fund is listed or dealt in on a recognised stock exchange or on any over-the-counter market, all calculations of the Net Asset Value which are required for the purpose of computing the price at which Participating Shares of any class are to be issued or redeemed, shall be based on the last traded price or, if the last traded price is not available, the latest bid or offer price therefor as at the relevant Valuation Point. When such security is listed or dealt in on more than one recognised stock exchange or over-the-counter market the Directors, following consultation with the Manager, may in their absolute discretion select any one of such stock exchanges or over-the-counter markets for the foregoing purposes;
- (g) if and whenever the price of an investment as notified to the Fund pursuant to paragraph (f) above shall be a single price such price shall be taken to be bid price;
- (h) in respect of any security the quotation of which has been suspended or in which there has been no recent trading, the value shall be taken to be a reasonable estimate of the amount which would be received by a seller by way of consideration for an immediate transfer or assignment from the seller at arm's length less any fiscal charges, commission and other sales charges which would be payable by the seller as provided by the Manager and/or the Directors or any other party or agent of the Fund;
- (i) the value of any investment which is not quoted, listed or normally dealt in on a stock exchange or over the counter market shall be the value considered by the Directors in good faith to be the value thereof, in consultation with the Manager and any other third party expert; and
- (j) the Directors, following consultation with the Manager, shall be entitled, at their discretion, to apply a method of valuing any investment comprised in any Cell different from that hereunder if such method would in their opinion be more equitable for Members.

The Manager has delegated to the Administrator the determination of the Net Asset Value of the Fund and the Net Asset Value per Share of each Class and, if applicable, series, subject to the overall supervision and direction of the Directors. In determining the Net Asset Value of the Fund and the Net Asset Value per Share of each Class and series, the Administrator will follow the valuation policies and procedures adopted by the Fund as set out above. For the purpose of calculating the Net Asset Value of the Fund, the Administrator shall, and shall be entitled to, rely on, and will not be responsible for the

accuracy of, financial data furnished to it by the Fund's Prime Broker(s), market makers and/or independent third party pricing services. The Administrator may also use and rely on industry standard financial models in pricing any of the Fund's securities or other assets. If and to the extent that the Directors, the Manager or any Investment Adviser is responsible for or otherwise involved in the pricing of any of the Fund's portfolio securities or other assets, the Administrator may accept, use and rely on such prices in determining the Net Asset Value of the Fund and shall not be liable to the Fund in so doing. The Manager will provide the Directors with a list of security positions where the pricing is not independently sourced.

***Publication of Prices***

The Subscription Price and the Redemption Price in respect of the immediately preceding Investment Dealing Day or Redemption Dealing Day will be available on request from the Manager and the Administrator. Indicative Subscription Prices and Redemption Prices may be calculated on each Business Day and if calculated as such, will be available from the Manager. These Indicative Prices should be used for information purposes only. Investors should not act on indicative prices, and are advised to confirm prices with the Manager or the Administrator on each applicable Dealing Day, as defined in the Appendices hereto.

***Conversion Procedure***

Shareholders may at the Directors' sole discretion be permitted to exchange Participating Shares in one Cell (the "**original Cell**") for Participating Shares in any other Cell then in existence or agreed to be brought into existence (the "**new Cell**"), subject to the terms and conditions in the relevant Appendices and to the Articles.

Requests for the conversion of Participating Shares must be given on the Conversion Form approved for such purpose by the Directors and must be submitted to the Administrator in accordance with the Communication Policy. All conversion requests must be accompanied by a duly completed Application Form for the new Cell unless Participating Shares are already held by the Shareholder concerned in such Cell. If the new Cell is designated in a different currency from the original Cell, then new redemption payment instructions must be given in writing to the Administrator in respect of such new Cell. The Administrator will be deemed to be authorised to instruct the Registrar to make such conversion if requested to do so by any person purporting to be the Shareholder and reciting the relevant Shareholder number. The Conversion Notice Period for each Cell is defined and specified in the relevant Appendix. Any conversion request received after 5.00pm (or such other time as the Directors may determine either generally or in relation to a Cell or in any specific case) on any Business Day may be deemed to have been received on the next following Business Day. At the option of the Manager, conversions may be processed as a redemption on one Redemption Dealing Day and funding a subsequent investment on a following Investment Dealing Day only once the redemption proceeds have been made available to fund the subscription.

The conversion will be effected at the Subscription and Redemption Prices of Participating Shares in the relevant Cells in accordance (or nearly as may be in accordance) with the formula:

$$NS = \{OS \times (RP \times CF)\} \div SP$$

where:-

*NS* is the number of Participating Shares of the new Cell to be allotted;

*OS* is the aggregate number of Participating Shares of the original Cell to be converted comprised in the conversion notice;

- RP* is the Redemption Price per share of the original Cell ruling on the relevant Redemption Dealing Day;
- CF* is the currency conversion factor determined by the Administrator on the relevant Redemption Dealing Day as representing the effective rate of exchange applicable between the base currencies of the relevant Cells; and
- SP* is the Subscription Price per share for the new Cell ruling on the relevant Investment Dealing Day.

Contract notes confirming the conversion between the Cells will be issued.

### ***Conversion Charges***

Subject to the above, no conversion charge is payable, however Shareholders will bear any costs incurred in translating the redemption proceeds of the holding of the original Cell into the appropriate currency for the payment of the Subscription Price for the holding in the new Cell, where the original and new Cells have different base currencies.

### ***Suspension of Calculation of Net Asset Value and Dealing***

The calculation of the Net Asset Value and the issue, redemption and conversion of Participating Shares of a Cell shall be suspended by the Fund if:-

- (a) by reason of the closure of or the suspension of trading on any futures exchange, money market or stock exchange it is not reasonably practicable to ascertain the value of investments comprised in the class fund established for a particular class of Participating Shares; or
- (b) for any other reason circumstances exist as a result of which, in the opinion of the Directors, it is not reasonably practicable fairly to determine the Net Asset Value of the relevant class of Participating Shares; or
- (c) for any other reason circumstances exist as a result of which, in the opinion of the Directors, it is not reasonably practicable for the Fund to realise or to dispose of investments comprised in the class fund established for a particular class of Participating Shares; or
- (d) a breakdown occurs in the means of communication normally employed between the Fund, Administrator, Custodian and Manager; or
- (e) a breakdown occurs in any system or infrastructure of the Fund, Custodian, Administrator or the Manager to such an extent that the Net Asset Value for the relevant class of Participating Shares cannot be calculated accurately; or
- (f) any other breakdown occurs in any of the means normally employed by the Directors in assessing the value of Investments; or
- (g) any other reasons which the Directors may determine from time to time.

Any such suspension of the valuation of the Net Asset Value and of the issue, sale, redemption and conversion of Participating Shares shall take effect at such time as the Directors shall declare but not later than the close of business on the Business Day next following the declaration and thereafter there shall be no determination of the Net Asset Value of the class of Participating Shares in question and no issue, sale, purchase, redemption or conversion of shares of that class until the Directors shall declare the suspension at an end except that where possible, all reasonable steps will be taken to bring any period of suspension to an end as soon as possible.

The fees of the Manager, Administrator, Custodian and Investment Adviser will continue to accrue during the period of suspension and will be calculated by reference to the last valuation prior to the suspension coming into effect.

### ***Eligible Investors and "US Persons"***

Each investor must represent and warrant to the Fund that, inter alia, he is able to acquire and hold Participating Shares without violating applicable laws.

Subscriptions for Participating Shares will only be accepted from professional clients and eligible counterparties, as defined in The Licensees (Conduct of Business) Rules 2016 / applicable law and regulation in the Bailiwick of Guernsey. Professional clients include a natural or legal person with the experience and knowledge to make its own investment decisions and assess the risks involved and eligible counterparties include entities licensed under the POI Law, national governments and other public bodies, central banks, a supranational organisation and other entities that are suitably licensed, authorised or qualified by primary or secondary legislation in their home jurisdiction.

The Manager will not knowingly offer or sell Participating Shares to any investor to whom such offer or sale would be unlawful, might result in any Cell or the Fund incurring any liability to taxation or suffering any other pecuniary disadvantage which any Cell or the Fund might not otherwise incur or suffer or would result in the Fund being required to register as an "investment company" under the 1940 Act. Participating Shares may not be held by any person in breach of the law or requirements of any country or governmental authority including, without limitation, exchange control regulations.

The Fund is not, and does not intend to be, registered as an "investment company" under the 1940 Act. Based on interpretations of the 1940 Act by the staff of the United States Securities and Exchange Commission relating to foreign investment entities, if the Fund has more than 100 beneficial owners of its Participating Shares who are US Persons, it may become subject to the 1940 Act. The Directors will not knowingly permit US Persons to be shareholders.

### ***Meaning of "US Person"***

For the purpose of these Particulars, but subject to such applicable law and to such changes as may be notified by the Manager to applicants for Participating Shares and transferees, a US Person shall have the same meaning as in Regulation S, as amended from time to time, of the 1933 Act. Regulation S currently defines a "US Person" as: (a) any natural person who is a resident of the United States; (b) any partnership or corporation organised or incorporated under the laws of the United States; (c) any estate of which any executor or administrator is a US Person; (d) any trust of which any trustee is a US Person; (e) any agency or branch of a foreign entity located in the United States; (f) any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a US Person; (g) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organised, incorporated or, if an individual, resident in the United States; or (h) any partnership or corporation if (i) organised or incorporated under the laws of any foreign jurisdiction and (ii) formed by a US Person principally for the purpose of investing in securities not registered under the 1933 Act, unless it is organised or incorporated, and owned, by accredited investors (as defined in Rule 501(a) under the 1933 Act) who are not natural persons, estates or trusts. "US Person" does not include: (a) any discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-US Person by a dealer or other professional fiduciary organised, incorporated or, if an individual, resident in the United States; (b) any estate of which any professional fiduciary acting as executor or administrator is a US Person if (i) an executor or administrator of the estate who is not a US Person has sole or shared investment discretion with respect to the assets of the estate and (ii) the estate is governed by foreign law; (c) any trust of which any professional fiduciary acting as trustee is a US Person if a trustee who is not a US Person has sole or shared investment discretion with respect to the trust assets, and no beneficiary of the trust (and no

seller if the trust is revocable) is a US Person; (d) an employee benefit plan established and administered in accordance with the law of a country other than the United States and customary practices and documentation of such country; (e) any agency or branch of a US Person located outside the United States if (i) the agency or branch operates for valid business reasons and (ii) the agency or branch is engaged in the business of insurance or banking and is subject to substantive insurance or banking regulation, respectively, in the jurisdiction where located; or (f) the International Monetary Fund, the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, the African Development Bank, the United Nations, and their agencies, affiliates and pension plans, and any other similar international organizations, their agencies, affiliates and pension plans.

### ***Transfers of Shares***

The Participating Shares are freely transferable although the Directors have discretion to refuse to register a transfer of Participating Shares in certain circumstances under the provisions of the Articles. The Directors will not exercise such discretion unreasonably.

Transfers must only be effected using a form of transfer provided by the Fund which must be signed by the transferor. Transferees are required to assume responsibility for the completion of any applicable Application Form and must provide such additional information as the Directors or the Administrator may require in order for such persons to be registered as Shareholders including, without limitation, evidence and declarations as to status, residence or otherwise and such information and documentation sought by the Administrator to ensure compliance with anti-money laundering and counter terrorist financing legislation and regulations (as described under the section headed "Regulatory Considerations" above).

All transfer forms which shall be registered shall be retained by the Fund, but any transfer form which the Directors may decline to register shall (except in any case of fraud) be returned to the person depositing the same.

### ***Communication Policy***

The following forms of communication are acceptable for all subscribers submitting Application Forms and for Shareholders submitting all notices such as, without limitation, additional applications, redemptions and other general instructions (such as change of address) to the Administrator:

Facsimile Transmission\* – On facsimile number +44 1481 734546.

Email Transmission\*: [investorservices@jtcgroup.com](mailto:investorservices@jtcgroup.com) (which is the only email address which should be used by investors in relation to dealing instructions or queries).

Original documentation - By mailing the original via courier by registered mail or traceable courier to the Investor Services Team, JTC Fund Solutions (Guernsey) Limited Ground Floor, Dorey Court, Admiral Park St Peter Port, Guernsey GY1 2HT.

*\*Please note that neither a "read e-mail receipt" from the remitting party/sender nor a fax confirmation receipt generated by the sending fax machine, will be considered a confirmation of receipt of a deal by the Administrator in the absence of a contract note sent by the Administrator confirming the deal and relevant Dealing Day.*

Where a document is submitted to the Administrator by facsimile or email, the original must be sent to the Administrator via courier by registered mail or traceable courier to the address above. In the case of applications and redemptions, should the original document fail to be received by the Administrator within a reasonable amount of time after the relevant Dealing Day the request may be cancelled. Where an original application has not been received within a reasonable amount of time after the relevant

Dealing Day in some cases Participating Shares which have been issued may be redeemed and funds returned at the risk and cost of the applicant

A contract note or acknowledgment (as appropriate) will be sent to the relevant sender on receipt of such notices or general instructions. If such contract note/acknowledgment is not received within five (5) Business Days after submission the sender should contact the Administrator on telephone number +44 1481 702400 to ascertain the status of the submission. No liability will be accepted by the Fund or the Administrator in respect of any document sent but not acknowledged as received by the Administrator.

Notwithstanding the method of communication or type of notice or instructions, the Fund and/or the Administrator reserve the right to ask for the production of original documents or other information to authenticate the communication. In the case of mis-receipt or corruption of any message, the relevant sender will be required to re-send the documents. Note that a potential investor or Shareholder (as the case may be) must use the form of document provided by the Fund in respect of subscriptions, redemptions, conversions or transfers, unless such condition is waived by the Fund, the Manager and/or the Administrator. Please note that messages sent via email must contain a duly signed document as a pdf attachment.

Subscribers should carefully review the Application Form and Application Supplement before completing and submitting it.

## MANAGEMENT AND ORGANISATION

### *Directors of the Fund*

The Directors of the Fund, all of whom are non-executive directors, are as follows:

**Sean Patterson:** Sean qualified as a Chartered Accountant and has spent the last 18 years in the corporate finance and investment sector, principally in private equity. Sean was a founding partner of Capitalworks Equity Partners, a middle-market private equity manager, where he served on the investment committee. Prior to Capitalworks he was a divisional director at Brait Private Equity, one of the largest private equity managers in Africa. He has many years of investment experience in both public and private markets and extensive experience in the management of third party funds. Sean is a resident of Guernsey.

**Gunther Gommès:** Gunther graduated from HELMo University in 1986 in Accounting and Finance and has qualified as a Certified Director. Gunther has over 30 years' international business experience in senior positions. He started his career in Luxembourg in 1987 joining Banque Internationale, a Luxembourg fund administration unit. In May 2000, Gunther went on to join Credit Suisse AM Fund Services in Luxembourg; he transferred on an international assignment to Credit Suisse Fund Administration in Guernsey in 2006, where he was Head of Operations, Co Chief Operating Officer and director of the Executive Board. Gunther holds a number of Non-Executive Director positions and provides consultancy services in fund administration. Gunther is a resident of Guernsey.

**Philip Bodman:** Philip Bodman is Chief Operating Officer of a leading investment consultancy with offices in three jurisdictions. A graduate of Reading and Oxford Universities, he is also a Chartered Director, a Fellow of the Chartered Association of Certified Accountants and Fellow of the Chartered Institute of Securities and Investment. Philip has over 25 years' experience in the administration of offshore investment funds. Formerly head of fund corporate governance at Man Group plc, Philip has served as a director on both listed and unlisted investment funds in Guernsey, Ireland, Luxembourg and elsewhere. Philip has a proven record of effective corporate governance in hedge funds in multiple jurisdictions, as well as successfully managing and developing business for a global leader in alternative investments. Philip is a resident of Guernsey.

A full list of the directorships that are held and have been held in the past 5 years by each of the Directors of the Fund is available to any potential investor in the Fund at the registered office of the Fund during normal business hours.

None of the Directors have any interest in the shares of the Fund, save that Sean Patterson has an indirect interest in the Management Share being a director and an ultimate beneficial owner of the Manager.

The Directors have overall responsibility for investment policy, the management or supervision of each Cell's portfolio and its liquid assets, the supervision and determination of the Net Asset Value and the Subscription and Redemption Prices of Participating Shares and for keeping proper books and records within the limitations detailed in these Particulars.

The Directors may be removed by, and other or additional directors may be appointed by, the holders of the majority of the Management Shares. Any additional directors appointed by the Directors will be subject to re-election.

It is anticipated that the Directors will meet at least quarterly to review the investment policy and performance of each Cell and the administrative affairs of the Fund. Under the Articles, the Fund will not hold the Directors liable for any acts or omissions in the performance of its or their duties to the extent that due care and diligence has been exercised, and will indemnify the Directors, to the extent permitted by law, against liabilities arising in connection with the proper performance of their duties.

No Director has:

1. any unspent convictions in relation to indictable offences; or
2. been bankrupt or the subject of a voluntary arrangement or has had a receiver appointed to any asset of such Director; or
3. been a director of any company which, while he was a director with an executive function or within 12 months after he ceased to be a director with an executive function, had a receiver appointed or went into compulsory liquidation, creditors voluntary liquidation, administration or company voluntary arrangements, or made any composition or arrangements with its creditors generally or with any class of its creditors; or
4. been a partner of any partnership which, while he was a partner or within 12 months after he ceased to be a partner, went into compulsory liquidation, administration or partnership voluntary arrangement or had a receiver appointed to any partnership asset; or
5. had any public criticism by statutory or regulatory authorities (including recognised professional bodies); or
6. been disqualified by a court from acting as a director or from acting in the management or conduct of affairs of any company.

### ***The Manager***

Subject to the overall control of the Directors, the Fund is managed by the Manager. The Directors of the Manager are Eldon Beinart, Sean Patterson and Marcel Cariou.

**Eldon Beinart:** Eldon qualified as a Chartered Accountant at Arthur Andersen and then joined Brait South Africa Limited as a deal executive within the Private Equity division. During his tenure at Brait, Eldon was seconded to Goldman Sachs International as an associate focused on advisory transactions. Eldon left Goldman Sachs to return to Brait to head up its corporate finance division. Subsequent to Brait, Eldon co-founded Molash Capital, a boutique private equity fund manager and investment adviser. Eldon sits on the board of a number of investments within the Molash group and was the chief executive officer of Main Street Holdings, a consumer distribution business servicing the retail sector in South Africa. Eldon joined the board of directors of the Manager in 2013. Eldon is a resident of South Africa.

**Sean Patterson:** Sean qualified as a Chartered Accountant and has spent the last 18 years in the corporate finance and investment sector, principally in private equity. Sean was a founding partner of Capitalworks Equity Partners, a middle-market private equity manager, where he served on the investment committee. Prior to Capitalworks he was a divisional director at Brait Private Equity, one of the largest private equity managers in Africa. He has many years of investment experience in both public and private markets and extensive experience in the management of third party funds. Sean is a resident of South Africa.

**Marcel Cariou:** Marcel is a director and legal counsel of the Virtus Trust Group, a Guernsey and US based international fiduciary and corporate services business. Since May 2017 the Virtus Trust group is part of the Equiom group. He worked in private legal practice in Guernsey for many years – first with Carey Olsen and then with Mourant Ozannes, developing extensive experience in structuring and advising on complex corporate and trust structures with a focus on public and private investment vehicles. Marcel was called to the Bar of England and Wales (non-practising), is an Advocate of the Royal Court of Guernsey and is secretary of the Association of Guernsey Notaries Public. Marcel is a resident of Guernsey.

The Manager is a company incorporated in Guernsey on 15 March 2011 with an issued share capital of 218,470 shares of £1 each of which £218,470 has been paid up by way of share capital and premium. The Manager is licensed by the GFSC to perform restricted activities in connection with controlled investment business.

Under the terms of the management agreement dated 24 November 2014 (as amended by side letter dated 20 February 2015) between the Manager and the Fund (the "**Management Agreement**") the Manager is responsible for the management of the Fund and its Cells. The Manager has power to delegate its responsibilities, in whole or in part, subject to supervising its delegates or agents. Specifically the Manager has delegated (with the consent of the Fund) certain of its administrative duties to the Administrator, including calculating the net asset value of the Fund and the Cells and the issue and redemption of Participating Shares, and may delegate the investment management of individual Cells to an Investment Adviser specific to each Cell (details of which are provided in the Appendices).

The Manager will be responsible for the investment management of all Cells in respect of which an Investment Adviser has not been appointed.

When allocating investment opportunities, the Manager and the Investment Adviser will ensure that all such investments will be allocated in a fair and equitable manner.

The appointment of the Manager can be terminated by the Fund at the Directors' sole discretion with not less than 6 months' written notice or earlier if agreed by the Manager and the Fund.

The Manager is entitled to deal in Participating Shares without accounting to the Fund or its Shareholders for any profits thereby generated.

The Management Agreement provides that the Manager shall not be liable to the Fund for any loss or damage suffered by the Fund or any Cell in connection with its services in the absence of some act of gross negligence, wilful default or fraud. The Management Agreement contains provisions for the indemnification of the Manager by the Fund against liabilities to third parties arising in connection with the performance of its services, except under certain circumstances. The Management Agreement also contains provisions for the indemnification of the Fund by the Manager in certain circumstances.

The Fund at the Directors' sole discretion shall be entitled to remove the Manager forthwith if the Manager goes into liquidation, if for good and sufficient reason the Directors are of the opinion that a change of manager is desirable in the interests of Shareholders or if a resolution is passed removing the Manager or if the Manager ceases to be licensed under the POI Law.

Under the terms of the Management Agreement, the Manager is not liable for any acts or omissions in the performance of its services under the Management Agreement in the absence of wilful default, gross negligence or fraud and subject thereto the Manager is entitled to be indemnified to the extent permitted by law, against all actions, proceedings, claims and demands arising in connection with the performance of its services.

The Manager owns the Management Shares but has no interest in the Participating Shares of the Fund.

### ***The Investment Advisers***

If the Manager determines that an investment adviser is to be appointed in relation to any Cell, such appointment would be under a separate agreement between the Manager and such Investment Adviser as identified in the Appendices (each an "**Investment Advisory Agreement**"), Under each such Investment Advisory Agreement the Investment Adviser would advise on and/or manage the investments of the relevant Cell(s) and be entitled to the fees set out on page 42 under "Fees of the Investment Advisers" which fees would be paid out of the fees paid by the Fund to the Manager.

The Investment Advisers may have discretion as to the daily investment management activities undertaken on behalf of the relevant Cell but the Manager would have absolute discretion to refuse to accept any investment advice, recommendation or course of action of the relevant Investment Adviser.

The appointment of any Investment Adviser would be able to be terminated by the Manager or the relevant Investment Adviser upon not less than 6 months' written notice or earlier upon a material breach of the provisions of the Investment Advisory Agreement, upon the insolvency of either party, if any other termination period is agreed in writing between the Manager and any Investment Adviser or if the Manager ceases to be the manager of the relevant Cells or the Manager loses its licence under the POI Law.

The Investment Advisory Agreement would provide that the Investment Adviser shall not be liable to the Fund, the relevant Cell or the Manager for any loss suffered by the Fund, the relevant Cell or the Manager in connection with its services in the absence of negligence, wilful default or fraud in the performance or non-performance of its duties. The Investment Advisory Agreement would contain provisions for the indemnification of the Investment Adviser by the Manager out of the relevant Cell against liabilities arising in connection with the performance of its duties.

#### ***The Administrator, Secretary, Registrar and Paying Agent***

JTC Fund Solutions (Guernsey) Limited has been appointed by the Manager (with the consent of the Fund) as administrator, secretary, registrar and paying agent of the Fund. The Administrator is the designated administrator for the purposes of the Class B Rules.

The Administrator was incorporated in the Island of Guernsey on 11 May 1978 and is licensed by the GFSC under the POI Law as a designated administrator, which includes authorisation to provide administrative services to collective investment schemes.

The Administrator's registered office is at Ground Floor, Dorey Court, Admiral Park St Peter Port, Guernsey, GY1 2HT.

Pursuant to the terms of an administration, secretarial, registrar and paying agent agreement dated 29 December 2015 (the "**Administration Agreement**"), the Administrator is responsible, under the overall supervision of the Manager and the Fund, for matters pertaining to the day-to-day administration of the Fund and each Cell, namely:

- (i) calculating Net Asset Value of the Fund, each Cell and each Cell's Participating Shares in accordance with the Fund's valuation policies and procedures;
- (ii) maintaining the Fund and each Cell's financial books and records so far as may be necessary to give a complete record of all transactions carried out by the Fund;
- (iii) providing registrar and transfer agency services in connection with the issuance, transfer and redemption of Participating Shares in each Cell;
- (iv) verifying the identity of prospective investors in accordance with applicable anti-money laundering policies and procedures;
- (v) maintaining each Cell's register of Shareholders;
- (vi) disseminating the Net Asset Value of the Participating Shares to Shareholders;
- (vii) furnishing annual financial statements, as well as monthly shareholder statements to Shareholders; and

- (viii) performing certain other administrative and clerical services in connection with the administration of the Fund as agreed between the Manager and the Administrator.

The Administration Agreement is for an indefinite term; provided, however, that the Administration Agreement is subject to termination by the Administrator or by the Fund upon 6 months' written notice, or immediately in certain other circumstances specified therein.

Under the Administration Agreement:

(a) the Administrator shall only be liable for direct loss incurred or suffered by the Manager and/or the Company by reason of the Administrator's wilful default, fraud or negligence and shall not in any event be liable for indirect, special or consequential loss of any kind whatsoever or for any loss of profits, revenue, goodwill or anticipated savings even if the Administrator has been advised of the likelihood of such loss and regardless of whether any claim for loss or damage is made in negligence, for breach of contract or otherwise and the Administrator shall only be liable to the extent of its available insurance or the fees charged to the Company and received by the Administrator for the previous 12 months up to the date of such loss whichever is the greater; and

(b) the Company has agreed to indemnify and hold harmless the Administrator, its directors, officers, employees and agents jointly and severally against any loss reasonably incurred in investigating, preparing or defending against any commenced or threatened litigation or claims which they jointly or severally may incur or be subject to in consequence of the Administration Agreement or as a result of the performance of the functions and services provided for under the Administration Agreement except to the extent that they are incurred as a result of the fraud, negligence or wilful default of the Administrator.

The Administrator in no way acts as guarantor or offeror of the Fund's Participating Shares or any underlying investment, nor is it responsible for the actions of the Fund's sales agents, its prime broker(s), custodian(s), any other brokers, the Manager or any Investment Adviser.

The Administrator is not responsible for any trading decisions of the Fund (all of which will be made by the Manager and/or Investment Adviser). The Administrator will not provide any investment advisory or management services to the Fund and therefore will not be in any way responsible for the Fund's performance.

The Administrator has no beneficial interest in the Participating Shares of the Fund.

### ***The Custodian***

By an agreement dated 10 January 2019 and with effect from 10 January 2019 (the "**Custody Agreement**"), the Fund has appointed Credit Suisse AG to act as the Custodian of the assets of the Fund and of each Cell.

The Custodian is a private limited liability company incorporated in Switzerland on 27 April 1883 and has its registered office at Paradeplatz 8, 8001 Zurich, Switzerland. The Custodian has an authorised share capital of 4,399,680,000, of which 4,399,680,000 have been issued and are fully paid as at 21 March 2014. The Custodian had in excess of 1,398.40 billion of assets under custody as at 30 June 2018.

The Custodian is part of the Credit Suisse Group, a leading global financial services company headquartered in Zurich and regulated by the Swiss Financial Market Supervisory Authority (FINMA).

The Custodian will not provide any other services or provide any other functions except safekeeping and the usual administrative matters relating to the safe-keeping of assets of the Fund and of each Cell

and will have no other duties or responsibilities relating to the Fund or any Cell. By way of example the Custodian will not provide advisory services or asset management services nor will it monitor investment management activities or investment strategies of the Fund or any Cell. The Custodian will not supervise or control the activities of the Manager, the Directors, or the Administrator. The Custodian does not warrant the contents of the relevant fund documentation nor will it be involved in the management, administration or Net Asset Value calculation of the Fund or any Cell. The Custodian does not act as sponsor or promoter of the Fund or any Cell.

The Custodian shall not have any duties or responsibilities within the meaning of Article 72 et seq. of the Swiss Act on Collective Investment Schemes of June 23, 2006, as amended (SR 951.31). Therefore, the Custodian does not assume any liability for negligent or wilful misconduct of the Manager, the Directors or the Administrator and potential investors should not rely upon the Custodian in deciding whether or not to invest in the Fund or in any Cell.

Pursuant to the Custody Agreement, Credit Suisse is to provide safe-keeping services for securities, precious metals, money market and capital market investments not issued in the form of securities, documents of title or documents evidencing entitlements, valuables and other appropriate objects for safe custody and cash as may be transferred to the Custodian or received in payment of any transfer of securities or as any payment on or interest on or dividends from any such securities.

The Custody Agreement is for an indefinite term; provided, however, that the Custody Agreement is subject to termination by the Custodian or by the Fund upon 20 days' written notice of the date upon which the Custody Agreement is to terminate (such date being the "**Termination Date**"), or immediately in certain other circumstances specified in the Custody Agreement. At least 10 days' prior to the Termination Date, the Fund shall give Instructions (as such term is defined in the Custody Agreement) to the Custodian specifying the names of the persons or institutions to which the Custodian shall deliver any assets and other objects of value accepted by the Custodian for safe custody on behalf of any Cell (the "**Safe Custody Assets**" and the Instructions specifying the names of the persons or institutions to which the Custodian shall deliver any Safe Custody Assets, the "**Transfer Details**"). If the Fund does not provide the Transfer Details in time or in the case of immediate termination by either the Fund or the Custodian pursuant to the Custody Agreement: (a) the Custodian shall continue holding the Safe Custody Assets and the Fund shall continue to remunerate the Custodian until all Safe Custody Assets have been transferred in accordance with the Transfer Details, (b) after the Termination Date, the Custodian shall not be in breach of the Custody Agreement or liable for delay in performing, or failure to perform, any of its obligations under the Custody Agreement, and (c) the Custodian shall be entitled to realise any Safe Custody Assets that are not in the form of money and either place the proceeds in a cash account opened and maintained in accordance with clause 2 of the Custody Agreement, or make payment to the Fund of the proceeds, provided that the Custodian shall not exercise the power conferred upon it by the Custody Agreement to realise any of the safe Custody Assets unless it has served a written notice on the Fund declaring its intention to exercise such right if the Transfer Details are not received by the Custodian within 14 days of the service of the written notice and the Fund has failed to provide the Transfer details within such period. The power conferred upon the Custodian under the Custody Agreement to realise the Safe Custody Assets must be exercised in good faith with due regard to the interests of the Fund and the Cells and, when exercised, the Custodian shall on a best effort basis endeavour that the Safe Custody Assets are realised for a price corresponding to the value of the asset or assets comprising the Safe Custody Assets on the open market at the time of such realisation to the extent that such price is readily available. The Custodian reserves to charge, in addition to the standard fees, a reasonable remuneration for the realisation process and, in case of illiquid assets, the right to purchase these positions for a reasonable price.

The Custodian is not licensed by the GFSC under the POI Law to act, *inter alia*, as custodian or trustee of Guernsey based collective investment schemes. Notwithstanding this, derogations from the relevant Class B Rules (noted above in RISK FACTORS) have been obtained from the GFSC in order that, *inter alia*, Credit Suisse AG may be appointed as custodian of the Fund and any Cell.

In order to ensure that there is appropriate board oversight of the Custodian, the Fund has created the Oversight Committee. The Oversight Committee's role and functions will include taking reasonable care to ensure that the Fund is properly managed and administered by the Manager and the Administrator in accordance with paragraphs (2) and (3) of Rule 4.01 of the Class B Rules and that all duties under the Custody Agreement are discharged. The Oversight Committee will also ensure that all other duties and responsibilities of a trustee under the Class B Rules are discharged and/or fulfilled. To achieve this, the Oversight Committee will establish policies and procedures in the following areas to enable it to effectively fulfil its duties:

*To ensure that the Fund is properly managed and administered by the Manager in accordance with paragraph 2 of Rule 4.01*

- The Oversight Committee will monitor the Manager's obligation to manage the Fund in accordance with the Articles, the Management Agreement, the Custody Agreement (together, the "**Principal Documents**") and the Scheme Particulars. In this regard the Manager is implementing a portfolio and order management and reporting system from which reports will be available to the Oversight Committee on request on matters such as all trades completed for a given period, the positions in the portfolio and any breaches of position limits. This is in addition to the Administrator's existing reporting.
- The quarterly board meetings of the Fund currently include a detailed report from the Manager on the investment portfolio and these reports will be made available to the Oversight Committee.
- The Manager will keep a record of all Shares held by it (if any) in accordance with Rule 4.04 and will make this available to the Oversight Committee on request.
- The Manager will agree that the Oversight Committee shall be entitled to act in terms of Rule 4.05(7) and the Manager shall be bound by the decision of the Oversight Committee in this regard.

*To ensure that the Fund is properly managed and administered by the Administrator in accordance with paragraph 3 of Rule 4.01*

- A bi-annual review of the processes and methods used by the Administrator in calculating the Net Asset Value of the Fund and the prices at which Shares are issued and redeemed as set out in Rule 4.05(6).
- An annual review of the anti-money laundering and countering the financing of terrorism procedures of the Administrator including sample testing of holder transactions.
- A bi-annual review of any outsourcing arrangements entered into by the Administrator.
- A bi-annual review of the corporate governance of the Administrator.
- An immediate review of any complaints notified to the Oversight Committee by the Administrator.
- A monthly review of all compliance matters relating to regulatory breaches, and pricing errors notified to the Oversight Committee by the Administrator and where necessary providing a report on such pricing error to the Commission.
- A bi-annual review of conflicts of interest, compliance procedures, fund compliance reports, regulatory visits, financial crime, business continuity and disaster recovery planning, professional indemnity cover and procedures for prevention and detection of fraud of the Administrator.
- An annual review of the Scheme Particulars of the Fund in conjunction with the Manager and Administrator.

*Review of the Custodian*

- The Oversight Committee will adopt procedures to monitor that the property of the Fund is held in safe custody in accordance with Rule 4.05(2).
- The Oversight Committee will conduct oversight of the Custodian by establishing policies and procedures in accordance with the Guidance Note on *“Outsourcing of functions by entities licensed under the Protection of Investors (Bailiwick of Guernsey) Law 1987”*.

### General

The reports of the Oversight Committee will be reviewed at least bi-annually by the Directors.

The Custodian will also provide banking services to the Fund on normal commercial terms and will be entitled to retain all benefits arising therefrom. The Custodian is not responsible for the selection or valuation of investments.

The Custodian (subject to contrary instructions of the Fund given in accordance with and pursuant to the Custody Agreement), will provide custodian services in accordance with Article 10 et seq. of its Safe Custody Regulations.

The Custodian may terminate the Custody Agreement forthwith if a regulator or supervisory authority of the Fund imposes terms, conditions, limitations or restrictions directly or indirectly on the Custodian other than those specified in the Custody Agreement (in such case the termination is effective from the date such terms, conditions, limitations or restrictions come into force). The Fund will indemnify and hold the Custodian harmless for all kind of costs and damages that would be incurred due to such terms, conditions, limitations or restrictions.

The Fund or the Custodian may terminate the Custody Agreement forthwith by either party giving notice in writing to the other if at any time that other party goes into liquidation or a receiver, examiner or administrator (or equivalent) is appointed over all or any part of either party or its assets or either party commits a breach of any provision of the Custody Agreement which is capable of remedy and shall not have been remedied within 30 days from the service of the notice to do so.

The Fund will indemnify and hold the Custodian harmless against all actions, proceedings, claims, costs, charges, demands, outstanding liabilities or commitments which may be incurred in connection with the performance of the Custodian's obligations under the Custody Agreement (together, the "**Claims**") provided that such indemnity is only given by the Fund for and on behalf of the relevant Cell to which such Claim is applicable.

Under the terms of the Custody Agreement, neither party shall be liable for any special, general or consequential damage, even if it has been advised of the possibility of such damage and the Custodian shall not be liable or responsible for any loss or damage resulting from any causes beyond the Custodian's reasonable control such as acts of God, war, government action, civil commotion, fire, earthquake, terrorist attacks, any breakdown or failure of transmission, communication or computer facilities or industrial action.

In order to facilitate the settlement of transactions (and provided that the Safe Custody Assets attributable to each Cell are kept separate and separately identifiable from the Safe Custody Assets attributable to the other Cells), the Custodian may use the facilities of any central securities depository or central clearing agency and also may use sub-custodians which are selected with the ordinary diligence and care. With regard to such sub-custodians, depositories or further substitute, the Custodian shall only be liable for due care in the selection and instruction thereof and, in the cases where the Custodian has no scope for decision-making with regard to the selection of a sub-custodian, depository or further substitute, the Custodian shall not be liable for their selection.

The Custody Agreement is governed by Swiss law (with the exception of Swiss international private law). The exclusive place of jurisdiction for any kind of legal proceedings is Zurich or the place of business of the Swiss branch of Credit Suisse with which the contractual relationship exists.

### ***The Brokers***

The Fund may from time to time engage a Broker to provide brokerage services to a Cell under the terms of a Brokerage Agreement entered into between the Cell and the Broker named in the Appendix for the Cell concerned. The fees payable to such Broker will be negotiated with each broker. The brokerage services may include the provision to the Cell of margin financing, clearing, settlement, stock borrowing and foreign exchange facilities. The Cell may also utilise other brokers and dealers for the purposes of executing transactions for the Cell.

The Prime Brokers may also from time to time provide a custody service for the relevant Cell's investments, including documents of title or certificates evidencing title to investments, held on the books of the Prime Broker as part of their brokerage function in accordance with the terms of their customer documents and the rules of the relevant regulator as the case may be by which they are regulated in the conduct of their investment business. The Prime Brokers may appoint sub-custodians of such investments. The Prime Brokers will exercise reasonable skill, care and diligence in the selection of any such sub-custodians and will be responsible to the Cell for the duration of the sub-custody agreements for satisfying themselves as to the ongoing suitability of such sub-custodians to provide custodial services to the Cell, will maintain a level of supervision which the Prime Brokers consider to be appropriate over such sub-custodians and will make what the Prime Brokers consider to be appropriate enquiries periodically to confirm that the obligations of such sub-custodians continue to be competently discharged.

The Cell's investments may be borrowed, lent or otherwise used by a Prime Broker for its own purposes, whereupon such investments will become the property of the Prime Broker and the Cell will have a right against the Prime Broker to require the return of equivalent assets. The Cell will rank as an unsecured creditor in relation thereto and, in the event of the insolvency of the Prime Broker, the Cell may not be able to recover such equivalent assets in full.

### ***Auditor***

KPMG Channel Islands Limited has been appointed as auditor of the Fund.

The Auditor has no beneficial interest in the Shares of the Company.

## **FEES AND EXPENSES**

### ***Establishment Costs***

The costs and expenses associated with the organisation and the initial offering of Participating Shares of the first Cell to which these Particulars relate, including the costs incurred in connection with the preparation of these Particulars, registration fees, document duty and professional fees and expenses have been written off.

Unless otherwise provided for in the relevant Appendix, each additional Cell created shall bear the costs of its creation. Such costs and expenses will be amortised over the first 36 months of the life of the Cell and will be attributed to such Cell but will be reflected in the financial statements of the Cell as being written off in the first accounting period of such Cell

### ***Fees of the Manager***

The Manager receives a monthly fee in arrears from the Fund in respect of each Cell, as specified in the Appendices hereto.

Investors will be given at least 3 months' notice of any increase in the fees payable to the Manager.

### ***Performance Fees***

In addition to the annual management fee, an incentive or performance fee may be levied against certain Share Classes in Cells as indicated in the Appendices, at the discretion of the Manager, for any outperformance by the Net Asset Value compared to an agreed High Water Mark (as defined in the relevant Appendix) which may, in certain cases, be adjusted (up or down) by a Benchmark Return (as defined in the relevant Appendix).

Above high water mark is a common approach to the calculation of incentive fees. It means that incentive fees are paid only on net new rises in asset value. If a temporary decline occurs, it must be recouped before new incentive fees are paid.

If a Cell's Net Asset Value per Share is below the High Water Mark, the Manager will not benefit from any performance fee accruals including for Shares in that Cell that are newly issued and which only experience positive performance. The Directors therefore reserve the right, at their sole discretion, to immediately close the relevant Class that is below its High Water Mark for new subscriptions, although redemptions and switches out will continue to be allowed as usual. Shares in a new relevant Class will then become available for Subscription with a High Water Mark set at the initial Net Asset Value per Share of that Class. In order to differentiate between additional Classes, each additional Class will be designated in a numerical sequence, so for example a second issue of A Shares would become A1 Shares, and then A2 Shares, A3 Shares and so forth. At the end of each Performance Period (as defined in the relevant Appendix) in which a performance fee accrual becomes payable, the Directors reserve the right to consolidate these relevant Classes into a single Class. If no performance fee accrual is payable, the High Water Mark remains unchanged.

### ***Fees of the Investment Advisers***

Pursuant to the Investment Advisory Agreements, the Investment Advisers detailed therein shall be entitled to certain fees, as set out in the Appendices. Fees are calculated and accrued as at the relevant Cell's Valuation Point. The Manager will pay the fees of the Investment Advisers from its own fees.

### ***Fees of the Custodian***

The Custodian receives a fee from the Fund in respect of each Cell in accordance with the fee tariff in force at the relevant time, as specified in the Appendices hereto.

### ***Fees of the Administrator***

The Manager is responsible for the fees of the Administrator.

### ***Fees of the Brokers***

Should a Broker be enlisted to provide brokerage services to any Cell, the Broker brokerage and custodial services shall be charged and expenses reimbursed on commercial terms from the Cell for which fees are charged at prevailing commercial rates.

### ***Remuneration of the Directors***

Each Director of the Fund other than a Director who is a director or employee of the Manager or an Investment Adviser is entitled to receive out of the assets of the Fund a fee of currently £10,000 per annum. The aggregate remuneration payable to a Director, exclusive of any exceptional daily fee as referred to below, from the Fund in respect of each financial year shall not exceed £30,000. In addition a daily fee of £1,000 will be paid for any additional time resulting from exceptional Fund commitments or travel. Director fees are paid quarterly in arrears. Each Director is also entitled to receive reimbursement of travel and other costs properly incurred through attending meetings of the Fund and in connection with the business/management of the Fund. Insurance for the benefit of the Directors will also be purchased at the cost of the Fund.

### ***Remuneration of the Oversight Committee***

Each Director of the Fund who is a member of the Oversight Committee, other than a Director who is a director or employee of the Manager or an Investment Adviser, is entitled to a fee payable at the rate of £1,000 per day in relation to time spent preparing for meetings, conducting site visits and preparing related reports, such fees not expected to exceed an aggregate of £10,000 per annum per Director, with effect from 10 January 2019. Any such Director is also entitled to a fee for specific preparations in relation to the establishment of the Oversight Committee including its policies and procedures which will be chargeable on a time spent basis but capped at £1,500. The Oversight Committee shall be remunerated at the cost of the Fund.

### ***Other Operating Expenses***

The Manager and the Administrator will be responsible for providing all office personnel, office space and office facilities required for the performance of their services.

The Manager has agreed with the Fund that to the extent certain operating expenses exceed 0.2% of the Net Asset Value (based on the monthly average Net Asset Value) of each Cell in a calendar year the Manager shall be responsible for and reimburse the Cell in the amount of such excess. Such excess shall be taken into account in the calculation of the Net Asset Value of the Cell, but will only accrue and be payable by the Manager to the relevant Cell in arrears at the end of the calendar year. The operating expenses that are capped are all ongoing legal, audit and administrative expenses incidental to its operations and business, including but not limited to (1) the costs of maintaining the Fund's registered office in Guernsey; (2) exempt status fees; (3) any regulatory fees and expenses; (4) insurance premiums (including directors' and officers' liability insurance); (5) directors' fees; and (6) the cost of obtaining reporting fund status. For the avoidance of doubt, the fees of the Manager, the cost of buying and selling assets (including brokerage) and the fees of the Custodian (including charges imposed by the Custodian

or the Fund's bankers in accordance with industry practice in relation to securities accounts and cash accounts will continue to be charged to the Fund.

Where these expenses relate specifically to a particular Cell, the expenses will be allocated to that Cell, otherwise the expenses will be allocated between the Cells pro rata to their Net Asset Values. Such figure is an estimate only, and any excess expenses will be payable by the relevant Cell or Cells in the manner described above.

Under the Articles, the maximum amount payable to the Directors is such sum as may be approved by ordinary resolution to be divided between them equally or as they shall determine. The Directors shall also be entitled to reimbursement of reasonable travel and other expenses related to the management of the Fund. These expenses shall be allocated between the Cells pro rata to their Net Asset Values.

***Client Money Account Interest***

The Administrator is required to operate a client money account in respect of any funds received from subscribers or held for the account of redeeming investors. Any interest accruing in respect of such account is for the benefit of the Fund and the relevant Cell.

## **CONFLICTS OF INTEREST**

The Manager may from time to time act as investment adviser or manager to other funds. It is therefore possible that the Manager may, in the course of its business, have potential conflicts of interest with the Fund or a Cell. The Manager will, however, have regard in such event to its obligations under the Management Agreement and, in particular, to its obligations to act in the best interests of the Fund and each Cell so far as practicable, having regard to its obligations to other clients when undertaking any investment where potential conflicts of interest may arise.

Under the Articles cash forming part of the assets of any Cell may be placed by the Custodian in any current, deposit or loan account with itself or with any associate of the Custodian or the Manager so long as that bank pays interest thereon at a rate no lower than is, in accordance with normal banking practice, the commercial rate for deposits of the size of deposit in question negotiated at arm's length.

If any conflict of interest arises, the Directors will endeavour to ensure that it is resolved fairly.

Sean Patterson is a director of the Manager and is an ultimate beneficial owner of the Manager. Sean may be a director and/or beneficial owner of Investment Advisers appointed to individual Cells.

## TAXATION

Below is a summary of the principal Guernsey income tax consequences applicable to the Fund and its shareholders. In view of the number of different jurisdictions where local laws may apply to shareholders, these Particulars do not discuss the local tax consequences to a potential investor arising from the purchase, ownership or disposition of Participating Shares in other jurisdictions in detail, although a brief summary of the principal tax consequences for investors in the United Kingdom is also set out below. While these summaries are considered to be a correct interpretation of existing laws in force on the date of these Particulars, there can be no assurances that such laws will agree with the interpretations below or that changes in such laws will not occur, possibly with retrospective effect. These summaries do not constitute legal or tax advice and are based on taxation law and practice at the date of these Particulars. Neither should they be considered a definitive explanation of the tax status of the Fund. Prospective investors should be aware that the level and bases of taxation may change from those described and should consult their own professional advisers on the implications of making an investment in, holding or disposing of Participating Shares under the laws of the countries in which they are liable to taxation.

### **South Africa**

Each Investment Adviser will only provide investment advisory services in accordance with the terms of the Investment Advisory Agreement referred to in the relevant Appendix. The Investment Adviser will not act as fund manager and, as such, the Fund should not in any way be construed as resident in South Africa for South African tax purposes.

### **Guernsey**

#### ***The Fund***

Guernsey currently does not levy taxes upon capital inheritances, capital gains (with the exception of a dwellings profit tax, which is currently suspended) gifts, sales or turnover (with the exception of income from large retail business), nor are there any estate duties, save for an ad valorem fee for the grant of probate or letters of administration.

No stamp duty is chargeable in Guernsey on the issue, transfer or redemption of Participating Shares in the Fund.

The Fund shall apply for exempt status in Guernsey pursuant to the Income Tax (Exempt Bodies) (Guernsey) Ordinance, 1989. The exemption must be applied for and is granted on an annual basis, subject to the payment of an annual fee of £1,200 and provided that the Fund continues to qualify for tax exemption. It is the intention of the Directors to apply for exempt status annually and to conduct the affairs of the Fund so as to ensure that it will continue to qualify for exempt company status for the purposes of Guernsey taxation.

As an exempt company, the Fund will be treated as if it were not resident in Guernsey for the purposes of liability to Guernsey income tax. Under current law and practice in Guernsey, the Fund will only be liable to tax in Guernsey in respect of income arising or accruing from a Guernsey source, other than from a relevant bank deposit. It is not anticipated that income other than bank interest will arise in Guernsey and therefore the Fund should not incur any liability to Guernsey tax.

In the absence of tax exempt status, the Fund would be Guernsey tax resident and taxable at the Guernsey standard rate of company income tax of 0%, which would create an annual tax filing obligation.

In the normal course of events, it is expected that the only tax that may be levied on the Fund will be withholding tax deducted at source on income received from underlying investments.

### ***Substance requirements***

With effect from 1st January 2019, Guernsey will be implementing new substance requirements. This is in response to work by the EU Code of Conduct on Business Taxation Group on third countries.

Following publication of the draft Income Tax (Substance Requirements) (Guernsey) (Amendment) Ordinance, 2018, under current understanding of the regulations it is not expected that the substance requirements will apply to funds.

In addition, providing the fund continues to claim exempt company status then it would not be treated as tax resident in Guernsey; therefore, should regulations change the position with respect to the treatment of funds for substance purposes, on the basis that the fund would not be tax resident then the substance requirements should not apply.

## ***The Shareholders***

Distributions made by exempt companies, such as the Fund, to non-Guernsey residents will be free of Guernsey withholding tax. Therefore, Shareholders resident outside Guernsey will not be subject to any tax in Guernsey in respect of any Participating Shares owned by them. Additionally, there should be no Guernsey tax filing obligations for non-Guernsey residents as a result of their investment in the Fund.

Any Shareholders who are resident for tax purposes in Guernsey (which includes Alderney and Herm) will suffer no deduction of tax by the Fund from any dividends payable by the Fund, however the Shareholders will be required to declare the gross distributions on their annual Guernsey income tax return and may therefore incur Guernsey income tax at 20%.

The Fund may be required to provide the Director of Income Tax in Guernsey such particulars relating to any distribution paid to Guernsey resident Shareholders as the Director of Income Tax may require, including the names and addresses of the Guernsey resident Shareholders, the gross amount of any distribution paid and the date of the payment. The Director of Income Tax can also require the Fund to provide the name and address of every Guernsey resident who, on a specified date, has a beneficial interest in the Participating Shares, with details of the interest.

Guernsey does not levy any withholding tax on interest as a matter of domestic law. Guernsey has, however, agreed to act in compliance with the European Savings Tax Directive (the "**EUSD**"), which will apply to payments of interest made by a paying agent resident in Guernsey to an EU resident individual tax payer. The EUSD will not normally oblige a paying agent to withhold any tax or provide information regarding payments made in respect of monies held on behalf of a fund, save where such a fund is acting as a nominee for an EU resident individual tax payer.

## **United Kingdom**

The following statements are intended to address only certain UK tax consequences for Shareholders who are resident and, in the case of individuals, resident and domiciled in the UK (except where expressly stated otherwise), who are beneficial owners of the Participating Shares and the dividends on those Participating Shares and who hold the Participating Shares as capital assets. They may not apply to certain classes of Shareholders including (but not limited to):

- (i) dealers in securities;
- (ii) employees;
- (iii) persons who control or hold, either alone or together with one or more associated or connected persons, directly or indirectly, (a) 10% or more of the Participating Shares, (b) 10% or more of the voting power of the Fund, or (c) any other interests in the Fund, whether debt, equity or otherwise; or
- (iv) persons who acquire Participating Shares other than for bona fide commercial reasons or who have a tax avoidance purpose or motive.

If Shareholders are resident, ordinarily resident or domiciled for tax purposes in a jurisdiction other than the UK, or if Shareholders are unsure as to any aspect of their tax treatment, they should consult their own tax advisers.

## ***The Fund***

It is the intention of the Directors to conduct the affairs of the Fund so that it is not considered to be resident in the United Kingdom for tax purposes, nor is it the intention for the Fund to carry out any trade in the United Kingdom (whether or not through a permanent establishment situated therein). On this basis, the Fund should not be liable for United Kingdom taxation on its income and gains, other than on certain types of income deriving from a United Kingdom source.

Interest and other income received by the Fund which has a United Kingdom source may be subject to withholding taxes in the United Kingdom.

### ***The Shareholders***

#### *Offshore fund rules*

The Fund will be an “offshore fund” for the purposes of United Kingdom taxation, as set out in Section 40A of Finance Act 2008. Pursuant to the relevant legislation, the default position is that any gain arising on the disposal of shares in an offshore fund held by persons who are resident in the United Kingdom for tax purposes will be taxed at the time of that disposal as income and not as a capital gain. However, this income tax treatment will not apply in relation to the Fund provided that it has reporting fund status throughout the period during which the relevant Shareholder holds his Participating Shares.

The Fund intends in due course to apply to HMRC to obtain reporting fund status and to maintain such status.

On the basis that the Fund will have reporting fund status, each United Kingdom resident individual Shareholder will be subject to United Kingdom income tax on amounts distributed to him/her by the Fund and any Shareholder who is treated as holding a Participating Share at the end of a relevant reporting period (reporting periods will generally be the same as the Fund’s accounting periods) will also be subject to such tax on the amount by which the reported income attributable to his/her Participating Shares for the relevant reporting period exceeds the amount distributed in respect of such Participating Shares in such period (the ‘excess reported income amount’). The Fund will provide details of any excess reported income amount per Participating Share to any Shareholders who hold an investment in the Fund at the end of the relevant reporting period.

A disposal by such a Shareholder of his/her Participating Shares will not be subject to United Kingdom tax as income, but will instead be a disposal for capital gains tax purposes and may, depending on the Shareholder’s individual circumstances (including the availability of exemptions, reliefs and allowable losses), give rise to a liability to capital gains tax.

For Shareholders within the charge to United Kingdom corporation tax, they may be able to rely on legislation in Part 9A of the Corporation Tax Act 2009, which exempts certain classes of dividends from the charge to United Kingdom corporation tax. Shareholders which are liable to United Kingdom corporation tax on any gain will also benefit from indexation allowance which, in general terms, increases the chargeable gains tax base cost of an asset in accordance with the rise in the retail prices index.

#### *ISAs*

Investors resident in the United Kingdom who are considering acquiring Participating Shares are recommended to consult their own tax and/or investment advisers in relation to the eligibility of the Participating Shares for ISAs.

#### *Stamp duty and Stamp Duty Reserve Tax (“SDRT”)*

No United Kingdom stamp duty or SDRT will arise on the issue of Participating Shares. No United Kingdom stamp duty will be payable on a transfer of Participating Shares, provided that all instruments effecting or evidencing the transfer (or all matters or things done in relation to the transfer) are not executed in the United Kingdom and no matters or things done relating to the transfer are performed in the United Kingdom.

Provided that the Participating Shares are not registered in any register kept in the United Kingdom by or on behalf of the Fund and that the Participating Shares are not paired with shares issued by a company incorporated in the United Kingdom, any agreement to transfer the Shares will not be subject to United Kingdom SDRT.

*Other UK tax considerations*

The attention of Shareholders is directed to the various anti-avoidance provisions contained within the United Kingdom tax legislation, which may or may not apply to Shareholders depending to their individual circumstances. In particular, Shareholders should consider the following:

- (i) Controlled Foreign Companies provisions, contained at Part 9A of The Taxation (International and Other Provisions) Act 2010;
- (ii) Transfer of Assets Abroad legislation, contained at Chapter 2 of Part 13 of the Income Tax Act 2007;
- (iii) Transactions in Securities rules, contained at Part 13, Chapter 1 of the Income Tax Act 2007 and Part 15 of the Corporation Tax Act 2010;
- (iv) Close Company provisions, contained within The Taxation of Chargeable Gains Act 1992.

**Persons interested in purchasing Participating Shares should inform themselves as to any tax consequences particular to their circumstances arising in the jurisdiction in which they are resident or domiciled for tax purposes in connection with the acquisition, ownership, redemption or disposition by them of Participating Shares.**

## OTHER LEGAL AND TAX CONSIDERATIONS

### Foreign account tax compliance

FATCA was designed to prevent perceived tax evasion by US citizens and residents and requires US persons' direct and indirect ownership of certain non-US accounts and non-US entities to be reported to the US authorities.

#### **FATCA - US-Guernsey Intergovernmental Agreement**

On 13 December 2013 Guernsey signed an intergovernmental agreement with the US ("US-Guernsey IGA") regarding the implementation of the Foreign Account Tax Compliance Act, or FATCA, Under FATCA and legislation enacted in Guernsey to implement the US-Guernsey IGA, certain disclosure requirements will be imposed in respect of certain Shareholders who are, or are entities that are controlled by one or more natural persons who are, residents or citizens of the United States, unless a relevant exemption applies. Certain due diligence obligations will also be imposed. Where applicable, information that will need to be disclosed will include certain information about Shareholders, their ultimate beneficial owners and/or controllers, and their investment in and returns from the Fund.

Under the terms of the US-Guernsey IGA, Guernsey resident financial institutions that comply with the due diligence and reporting requirements of Guernsey's domestic legislation will be treated as compliant with FATCA and, as a result, should not be subject to FATCA withholding on payments they receive and should not be required to withhold under FATCA on payments they make. If the Fund does not comply with these obligations, it may be subject to a FATCA deduction on certain payments to it of US source income (including interest and dividends) and (from 1 January 2019) proceeds from the sale of property that could give rise to US source interest or dividends. The US-Guernsey IGA is implemented through Guernsey's domestic legislation in accordance with guidance that is published in draft form.

#### **UK-Guernsey Intergovernmental Agreement**

On 22 October 2013 Guernsey signed an intergovernmental agreement with the UK ("UK-Guernsey IGA"). Under the UK-Guernsey IGA and legislation enacted in Guernsey to implement the UK-Guernsey IGA, certain disclosure requirements and due diligence obligations are imposed in respect of certain Shareholders who are, or are entities that are controlled by one or more natural persons who are, residents of the United Kingdom, unless a relevant exemption applies. Disclosure under the UK-Guernsey IGA will be transitioned to, and replaced by, CRS (as defined below).

#### **OECD Common Reporting Standard**

The OECD has created a global standard for automatic exchange of financial account information. This standard includes a Common Reporting and Due Diligence Standard ("CRS") which sets out due diligence procedures to identify reportable accounts. The OECD model competent authority agreement, together with the CRS, constitute a common standard on reporting, due diligence and exchange of information on financial account information. Under this standard jurisdictions obtain from reporting financial institutions and automatically exchange with exchange partners, as appropriate, on an annual basis financial information with respect to all reportable accounts. Implementation of the standard is through a multilateral intergovernmental agreement or bilateral agreements which are then translated into domestic law CRS started in January 2016 in respect of accounts open at the end of 2015 and for new accounts opened from 2016. Guernsey, together with over 100 other jurisdictions, has committed to the exchange of information under CRS and started reporting in 2017.

Such compliance may result in additional burdens being placed on the Fund and/or the Administrator in relation to information reporting and other requirements and may result in additional costs for the Fund. Compliance with the requirements of the local regulations giving effect to the multilateral

intergovernmental agreements may also result in additional burdens being placed on investors in the Fund to provide information/documentation required to enable the Fund to comply with its obligations.

### **United States Tax Considerations**

THIS SUMMARY IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, FOR THE PURPOSE OF AVOIDING UNITED STATES FEDERAL TAX PENALTIES. THIS SUMMARY WAS WRITTEN TO SUPPORT THE PROMOTION OR MARKETING OF THE TRANSACTIONS OR MATTERS ADDRESSED HEREIN, AND ANY TAXPAYER TO WHOM THE TRANSACTIONS OR MATTERS ARE BEING PROMOTED, MARKETED OR RECOMMENDED SHOULD SEEK ADVICE BASED ON ITS PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISER.

*United States Federal Income Taxation.* The Fund has been advised that it should not be subject to US federal income taxes on any US source income or gains from its trading (except in respect of any dividends received in the course of such trading) provided that it does not engage in a trade or business within the US to which such income or gains are effectively connected. Pursuant to a safe harbor under the Code, a non-US corporation which trades stock or securities or commodities for its own account should not be treated as engaged in a trade or business within the US provided that the non-US corporation is not a dealer in stock or securities or commodities. The Fund intends to conduct its business in a manner so as to meet the requirements of this safe harbor. If the activities of the Fund are not covered by the foregoing safe harbor, there is a risk that the Fund (but not any investor) will be required to file a US federal income tax return for such year and pay tax at full US corporate income tax rates as well as an additional 30% branch profits tax.

The Fund should not be subject to US federal income or withholding tax on US source interest income (other than in the case of certain contingent interest or interest received from a borrower 10% or more of the equity of which is owned by the Fund, neither of which the Fund anticipates receiving) provided that the Fund is not engaged in a trade or business within the US to which such interest income is effectively connected, and provided that the Fund's interest-bearing securities qualify as registered obligations and that the Fund periodically supplies an Internal Revenue Service ("IRS") Form W-8BEN-E or its equivalent.

*Other Jurisdictions.* Capital gains and other revenues received by the Fund may be subject to withholding or similar taxes imposed on foreign corporations by the country in which such gains or other revenues originate. In jurisdictions other than the United States, non-US taxes may be withheld at source on dividend and other income derived by the Fund at rates generally ranging up to 30%. Capital gains derived by the Fund in such jurisdictions may often be exempt from non-US income or withholding taxes at source, although the treatment of capital gains varies among jurisdictions.

Persons interested in purchasing the Fund's Participating Shares should inform themselves as to any tax consequences particular to their circumstances arising in the jurisdiction in which they are resident or domiciled for tax purposes in connection with the acquisition, ownership, redemption or disposition of the Fund's Participating Shares.

*Shareholders of the Fund.* Shareholders who are not otherwise subject to United States taxes by reason of their residence, domicile or other particular circumstances should not become subject to any such taxes by reason of the ownership, transfer or redemption of the Participating Shares.

Shareholders who are or may be subject to US Federal income tax on their worldwide income should be aware of certain tax consequences of investing directly or indirectly in Participating Shares and should be certain to consult with their own tax advisers in this regard.

Dividend and redemption payments made by the Fund to Shareholders who are not US Persons should not be subject to US Federal income tax, provided that Participating Shares are not held in connection with a US trade or business of the Shareholder in the year of receipt. Individual holders of Participating Shares who are neither present nor former US citizens nor US residents (as determined for US estate and gift tax purposes) should not be subject to US estate and gift taxes with respect to their ownership of such Participating Shares. A Shareholder's change in status to a US Person could result in adverse US tax consequences and will constitute a violation of the terms of these Particulars, resulting in a compulsory redemption of Participating Shares.

*Unrelated Business Taxable Income.* The term "Permitted US Person" means a US Person that is otherwise exempt from payment of US Federal income tax. Generally, a Permitted US Person is exempt from Federal income tax on certain categories of income, such as dividends, interest, capital gains and similar income realized from securities investment or trading activity. This general exemption from tax does not apply to the "unrelated business taxable income" ("UBTI") of a Permitted US Person. Generally, except as noted above with respect to certain categories of exempt trading activity, UBTI includes income or gain derived from a trade or business, the conduct of which is substantially unrelated to the exercise or performance of the Permitted US Person's exempt purpose or function. UBTI also includes (i) income derived by a Permitted US Person from debt-financed property and (ii) gains derived by a Permitted US Person from the disposition of debt-financed property.

A Permitted US Person investing in a foreign corporation such as the Fund should not realize UBTI with respect to an unleveraged investment in Participating Shares. However, the US Senate Finance Committee is currently considering whether, under certain circumstances, income derived from the ownership of shares of a non-US corporate investment fund should be treated as UBTI to the extent that it would be so treated if earned directly by a shareholder. Permitted US Persons are urged to consult their own tax advisers concerning the US tax consequences of an investment in the Fund.

*Information Returns.* Any US Person that transfers cash to the Fund in exchange for Participating Shares of the Fund may be required to file Form 926 (Return by US Transferor or Property to a Foreign Corporation) with the IRS if (i) immediately after the transfer, such US Person holds, directly or indirectly, 10% or more of the Participating Shares, or (ii) the amount of cash transferred by such US Person (or its affiliates) during the 12-month period ending on the date of the transfer exceeds US\$100,000. Failure to properly file Form 926 under the circumstances described above will result in a penalty equal to 10% of the cash transferred (not to exceed US\$100,000 unless such failure is intentional).

In addition, any US Person owning or acquiring 10% or more of the Participating Shares will be required to file Form 5471 (Information Return of US Persons With Respect to Certain Foreign Corporations) with the IRS. Such information return requires certain disclosures concerning the filing Shareholder, other Shareholders and the Fund. The Fund currently intends to provide the information concerning the Fund and its Shareholders necessary to complete such return, but is not committed to do so. Failure to file such information with the IRS may subject such US Person to penalties (generally not to exceed US\$50,000).

### **Anti-Money Laundering**

In accordance with The Guernsey Criminal Justice (Proceeds of Crime) (Bailiwick of Guernsey) Law, 1999, as amended, associated regulations, the handbook and the prevention of money laundering guidelines issued by the GFSC, the Manager and the Administrator are required to carry out verification and due diligence processes in respect of each Shareholder. This will include verification as to the address and identity of the Shareholder. Such verification process may be satisfied by an appropriate

introduction from an intermediary regulated in a territory recognised by the GFSC for such purposes. Accordingly, the Manager and the Administrator reserve the right to request such information as they consider necessary to verify the identity of a prospective investor and the Manager may refuse to accept any subscription application if a prospective investor delays in producing or fails to produce any information required by the Manager or the Administrator for the purpose of verification and, in that event, the Administrator intends to return, without interest, any funds received by the Fund to the account from which the funds were originally debited. Any application for a participation in the Fund will therefore be subject to completion of that verification process.

## ADDITIONAL INFORMATION

### **Incorporation and Share Capital**

The Fund was registered in Guernsey on 28 October 2014 under the provisions of the Companies Law as a protected cell company with the name Stonewood Global Fund PCC Limited.

The Fund was incorporated with an unlimited number of unclassified shares which may be issued as core shares (known as "**Management Shares**") or participating redeemable shares (known as "**Participating Shares**"). As at the date of these Particulars, one Management Share of US\$1.00 has been issued to the Manager.

### **Memorandum of Incorporation**

The memorandum of incorporation of the Fund, which is available for inspection as stated at "Documents available for Inspection" below, provides that the Fund's objects are unrestricted.

### **Articles of Incorporation**

The following is a summary of the principal provisions of the Articles in so far as they have not been described earlier in these Particulars.

### **Variation of Class Rights and Alteration of Capital**

Subject to the provisions of Guernsey law all or any of the special rights for the time being attached to any class of shares for the time being issued may (unless otherwise provided by the terms of issue of the shares of that class or the Articles) from time to time (whether or not the Fund or any Cell is being wound up) be altered or abrogated with the consent in writing of the holders of not less than three-quarters of the issued shares of that class or with the sanction of an Extraordinary Resolution passed by a majority of three-quarters of the votes cast at a separate general meeting of the holders of such shares. All the provisions of the Articles as to general meetings of the Fund shall mutatis mutandis apply to any such separate general meeting but so that the necessary quorum shall be two members holding or representing by proxy a total in aggregate of not less than 10% of the issued shares of the class, (but for adjourned meetings or where the class has only one member one person present holding shares of the class in question shall be a quorum) and any holder of shares of the class shall be entitled on a poll to one vote for every such share held by him and a further part of one vote proportionate to any fraction of a Participating Share held by him and any holder of shares of the class present in person or by proxy may demand a poll.

The rights attached to the Participating Shares shall be deemed to be varied by the creation or issue of any shares (other than Participating Shares) ranking *pari passu* with or in priority to them as respects participation in the profits or assets of the Fund.

Subject to the preceding paragraph, the special rights attached to any class of shares having preferential rights shall (unless otherwise expressly provided by the conditions of issue of such shares) be deemed not to be varied by:-

- (a) the creation, allotment or issue of further shares ranking *pari passu* therewith; or
- (b) the creation, allotment or issue of Management Shares; or
- (c) the conversion of Participating Shares of one Cell into Participating Shares of another Cell; or

- (d) the exercise by the Directors of their discretions, subject to the Auditor's approval, as to the allocation and transfer of assets and liabilities to or between Cells or, if the Fund is wound up, by the liquidator of his powers of distribution of assets amongst Shareholders, as provided for in the Articles.

Subject to the provisions of Guernsey law, the Fund may by special resolution from time to time reduce its share capital in any way, and in particular, without prejudice to the generality of the foregoing power, may:-

- (a) extinguish or reduce the liability on any of its shares in respect of share capital not paid up; or
- (b) with or without extinguishing or reducing liability on any of its shares:-
  - (i) cancel any paid-up share capital which is lost, or which is not represented by available assets; or
  - (ii) pay off any paid-up capital which is in excess of the requirements of the Fund, and may, if and so far as is necessary, alter its Memorandum by reducing the amount of its share capital and of its shares accordingly.

The Fund may by ordinary resolution from time to time alter its share capital by:-

- (a) consolidating and dividing all or any of its share capital into shares of larger amount than its existing shares;
- (b) sub-dividing its shares, or any of them, into shares of a smaller amount than that fixed by its Memorandum of Incorporation or Articles so, however, that in the sub-division the proportion between the amount paid and the amount, if any, unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived; or
- (c) cancelling any shares which, at the date of the passing of the ordinary resolution in that behalf have not taken, or agreed to be taken, by any person, and diminish the amount of its share capital by the amount of the shares so cancelled.

### **Issue of Shares**

All shares in the Fund for the time being unissued are under the control of the Directors who may allot and dispose of or grant options over the same to such persons, on such terms and in such manner, as they may think fit. Shares do not carry any rights of pre-emption. Except with the consent of the majority of votes cast at a separate general meeting of the holders of Participating Shares, no shares in the capital of the Fund, other than Participating Shares or Management Shares shall be issued.

### **Classes of Shares**

#### **a) Management Shares**

The Management Shares (referred to in the Articles as the "**Core Shares**") may only be issued at par and to the Manager for the time being of the Fund. The rights attaching to the Management Shares are as follows:-

(i) Voting Rights:

On a show of hands, every holder who (being an individual) is present in person shall have one vote and, on a poll, every holder present in person or by a proxy or by a duly authorised representative shall have one vote for every Management Share held.

(ii) Dividends and distribution of assets on a winding up:

The Management Shares do not carry any right to dividends. In the event of a liquidation, they rank pari passu inter se but only for return of the nominal amount paid up on them using only assets of the Fund not comprised within any of the Cells.

(iii) Redemption:

The Management Shares are not redeemable.

***b) Participating Shares***

The rights attaching to the Participating Shares are as follows:-

(i) Voting Rights:

The Participating Shares carry a right to attend but do not carry a right to vote at any general meeting (save where the business of the meeting relates to any alteration or abrogation of the special rights attached to such shares, as aforesaid).

(ii) Dividends:

The Participating Shares carry the right to any dividends as determined by the Directors. The Directors may from time to time if they think fit pay interim dividends on Participating Shares of a particular Cell in accordance with the Companies Law. (See further, "Dividends" below).

The rate of dividend on the Participating Shares of a particular Cell in respect of any Annual Accounting Period of the Fund (as defined in the Articles) shall be calculated by the Directors and shall be arrived at by dividing the amount of income after tax attributable to the Participating Shares of the relevant Cell which the Directors after consulting the Auditors deem advisable for distribution by the number of Participating Shares entitled to the dividend subject to the Directors discretion as to what is justified by the profits of that Cell from time to time and to satisfaction of the solvency test in accordance with the Companies Law.

(iii) Winding Up:

The Participating Shares carry a right to a return of the nominal capital paid up in respect of such Participating Shares, in priority to any distribution on the Management Shares, using the assets available in the relevant Cell. Where there are insufficient assets available in the relevant Cell the available assets will be distributed exclusively to the holders of Participating Shares in that Cell pro rata to their respective holdings. Surplus assets remaining after the return of capital paid up on the Participating Shares of that Cell are distributed to the holders of the Participating Shares of that Cell pro rata to their respective holdings.

(iv) Redemption:

The Participating Shares may be redeemed by Shareholders on any Redemption Dealing Day at a price based on the Net Asset Value of such Participating Shares during any period in which the calculation of the Net Asset Value has not been suspended.

c) **Transfer and Compulsory Redemption of Participating Shares**

The instrument of transfer of a Participating Share shall be in writing in any usual or common form in use in Guernsey or in any other form which the Directors may sanction or allow and shall be signed by or on behalf of the transferor. The Directors may decline to register the transfer of a Participating Share:-

- (i) if the transfer would result in the transferor or the transferee being the holder of less than the minimum number of Participating Shares of any Cell or minimum amount in value of a holding of Participating Shares of any Cell specified in these Particulars;
- (ii) if it appears to the Directors that the transferee is a Prohibited Person or that the registration of the transferee as a Shareholder will or may result in the Fund incurring any liability to taxation or suffering any pecuniary or other disadvantage which the Fund might not otherwise have incurred or suffered or the classification of the Fund as an "**investment company**" under the United States Investment Company Act of 1940; or
- (iii) if the transferee fails or refuses to furnish the Directors with such information or declarations as they may require.

The Directors shall not be bound to register more than four persons as joint holders of any Participating Share.

**Directors**

Unless otherwise determined by the Fund in general meeting the number of Directors shall be not less than two.

The Directors shall not be required to hold any qualification shares.

The Directors and alternate Directors may be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or general meetings of the Fund or in connection with the business of the Fund. The Directors shall be entitled to be paid by way of remuneration for their services such sum as is stated under "Remuneration of the Directors" on page 43 of these Particulars or such other sum as may be voted to them by the Fund in general meeting which shall be divided between them as they shall agree or failing agreement equally. Such remuneration will accrue from day to day. The Directors may grant extra remuneration to any Director who is called on to perform any special or extra services for or at the request of the Fund.

A Director may be a director, managing director, manager or other officer, employee or member of any company in which the Fund may be interested, which may be promoted by the Fund or with which the Fund has entered into any transaction, arrangement or agreement and no such Director shall be accountable to the Fund for any remuneration or other benefits received thereby.

Provided the nature and extent of any material interest of his is or has been declared to the other Directors, a Director notwithstanding his office:-

- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Fund, or in which the Fund is otherwise interested;
- (b) may act by himself or through his firm in a professional capacity for the Fund (otherwise than as Auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director;

- (c) may be a Director or other officer of, or employed by, or a party to any transaction or arrangement with, a shareholder of or otherwise directly or indirectly interested in, any body corporate promoted by the Fund or with which the Fund has entered into any transaction, arrangement or agreement or in which the Fund is otherwise interested; and
- (d) shall not by reason of his office, be accountable to the Fund for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

### **Dividends**

Subject to the Companies Law, the listing rules of any relevant exchange, and as hereinafter set out, the Fund may at a separate meeting of the holders of a class of Participating Shares by ordinary resolution declare dividends on such class of Participating Shares but no dividend shall exceed the amount recommended by the Directors. The Directors may from time to time pay such interim dividends as appear to the board of Directors to be justified. The Directors have the right to recommend the payment of dividends in respect of any Cell at their discretion, provided that dividends will be payable only to the extent that they are covered by funds of the Cell concerned and may be lawfully distributed as dividends in accordance with the Companies Law, which requires satisfaction of a statutory solvency test.

The Directors may, with the sanction of the Shareholders of a Cell, satisfy any dividend, in whole or in part, by distributing in specie any of the assets of the Cell concerned provided that they may be lawfully distributed as dividends and provided that no such distribution shall be made which would amount to a reduction of capital save with the consents required under Guernsey law.

All unclaimed dividends may be invested or otherwise made use of by the Directors for the benefit of the Fund until claimed. No dividend shall bear interest against the Fund. Any dividend unclaimed after a period of six years from the date of declaration thereof will be forfeited and will revert to the Cell in respect of which it was declared and the payment by the Directors of any unclaimed dividend or other sum payable on or in respect of a Participating Share into a separate account will not constitute the Fund a trustee in respect thereof.

### **Winding up**

The Fund may be voluntarily wound up at any time by Special Resolution. The Directors are bound to convene an extraordinary general meeting for the purpose of passing an Special Resolution for the winding up of the Fund if the Fund's authorisation under the POI Law is revoked (unless the GFSC otherwise agrees). On a winding up, a liquidator will be appointed firstly to pay the debts of the Fund and then to distribute its assets amongst Shareholders, according to the rights attached to their shares. The assets of one Cell are not available to meet the liabilities of any other Cell and Shareholders are only entitled to share in the surplus assets of the Cell to which their shares relate.

### **Variation of Management and Custody Agreements**

No modification, alteration or addition shall be made to the Management Agreement or the Custody Agreement unless approved by a resolution of the Shareholders (and such modification, alteration or addition is made pursuant to the Class B Rules in relation to the Management Agreement) provided that no such approval is required for any modification, alteration or addition which is required solely:-

- (a) to implement any change in the law, including a change brought about by an amendment to the Companies Law, POI Law or any other relevant legislation; or

- (b) as a direct consequence of any such change in applicable legislation; or
- (c) to change the dates on which any accounting period begins or ends or to change any income allocation date; or
- (d) to replace the Manager or the Custodian when it has been removed or wishes to retire or has retired; or
- (e) to remove any obsolete provisions; or
- (f) to make any modification, alteration, amendment or addition in relation to a particular Cell which the Manager and the Custodian certify (i) does not materially prejudice the interests of the Shareholders; (ii) does not to any material extent release the Custodian or the Manager or any other person from any liability or responsibility to the Fund or its Shareholders; and (iii) does not increase the costs and charges payable from the assets of the Fund; or
- (g) to correct a manifest error.

### **Directors' and Other Interests**

The Directors have indicated that they may be investors in one or more Cells. Once such investment has been made, such investment will be disclosed in the audited financial statements of the Fund.

No Director (and no member of his immediate family) has any interest in any transactions which are or were unusual in their nature or conditions or significant to the business of any Cell which have been effected by the Fund since its incorporation.

There are no Directors' employment contracts with the Fund nor are any such contracts proposed.

A Director is not required to retire from office on attaining a particular age.

### **Regulatory Consents**

All consents, approvals, authorisations or other orders of all regulatory authorities (if any) required by the Fund under the laws of Guernsey and any other applicable laws for the issue of Participating Shares and for the Manager, the Administrator and the Custodian to undertake their respective obligations under their respective agreements referred to in the paragraph "Material Contracts" below have been given.

### **Report and Financial Statements**

The accounting date of the Fund and of each Cell is 31 December in each year or such other date as the Manager shall determine from time to time having due notice to all Shareholders. The first accounting date for the Fund and its first Cell was 31 December 2015. The accounts of the Fund and of each Cell will be prepared in accordance with International Financial Reporting Standards and will be prepared in US Dollars for the Fund and, if different, the base currency of each Cell as set out in the Appendices.

Copies of the audited financial statements of the Fund and of each Cell, which will be made up to the last day in December each year, will be sent to Shareholders at their registered addresses not less than 21 days before the date fixed for the general meeting of the Fund at which they will be presented and in any event, no later than 6 months after the end of the period to which they relate. Copies of the unaudited interim report and financial statements (if any) for the Fund and each Cell will also be sent to the Shareholders within 3 months of the period to which they relate, and are also available free of charge on request from the Manager.

### **General Meetings**

The annual general meeting of the Fund will be held in Guernsey. Notices convening the general meeting in each year will be sent to Shareholders at their registered addresses not later than 21 days before the date fixed for the meeting. Other general meetings may be convened from time to time by the Directors by sending notices to Shareholders at their registered addresses or by Shareholders requisitioning such meetings in accordance with Guernsey law, and may be held in Guernsey or elsewhere.

### **Material Contracts**

The following contracts, not being contracts in the ordinary course of business, have been or will be entered into by the Fund and are, or may be, material:-

- (a) the Management Agreement;
- (b) the Custody Agreement;
- (c) the Administration, Secretarial, Registrar and Paying Agent Agreement;
- (d) the Investment Advisory Agreement(s) (if any); and
- (e) the Brokerage Agreements,

brief particulars of which are set out in "Management and Organisation" above.

Save as disclosed in this paragraph, the Fund has not since its incorporation entered into any contracts, not being contracts entered into in the ordinary course of business, which are or may be material.

### **Litigation**

The Fund has not since its incorporation been nor is it engaged in any legal or arbitration proceedings and no legal or arbitration proceedings are pending or threatened against the Fund which may have or have had a significant effect on the financial position of the Fund.

### **General**

The principal place of business and registered office of the Fund is at Ground Floor, Dorey Court, Admiral Park, St Peter Port, Guernsey GY1 2HT.

These Particulars constitute Scheme Particulars for the purposes of the Class B Rules.

### **Documents available for inspection**

Copies of the following documents may be inspected during usual business hours on any Business Day at the offices of the Manager and the Custodian in Guernsey in each case at the addresses stated in the Directory of these Particulars or alternatively copies can be requested from the Manager by telephoning the Manager on +44 (0) 1481 722589:-

- (a) the Memorandum of Incorporation of the Fund and the Articles;
- (b) the material contracts (with the exception of the Investment Advisory Agreements and the Brokerage Agreements) referred to under the heading "Material Contracts" above;
- (c) the Companies Law, under which the Fund was incorporated.

(d) these Particulars; and

(e) the Appendices.

Copies of the above documents may be obtained from the Manager or the Administrator by any person either via fax or e-mail, subject to the provisions of the Companies Law, or in hard copy form upon the payment of a reasonable fee.

The most recently published annual and interim report and financial statements of the Fund and each Cell and the register of Shareholders will also be available for inspection during business hours on a Business Day at the offices of the Manager and the Administrator in Guernsey.

## MISCELLANEOUS

Save as may result from the entry by the Fund into the agreements listed under the heading "Material Contracts" above, or any other fees, commissions or expenses discharged, no amount or benefit has been paid or given or is intended to be paid or given to any promoter of the Fund. No commissions, discounts, brokerages or other special terms have been paid or granted or are payable for subscribing or agreeing to subscribe, or procuring or agreeing to procure subscriptions, for any Shares or loan capital of the Fund.

Save as disclosed under the heading "Directors of the Fund" above, no Director has any interest in the promotion of or in any property acquired or proposed to be acquired by the Fund.