

# **RVC Emerging Asia Fund**

*(incorporated as an exempted company with limited liability in the Cayman Islands)*

## **CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM**

**relating to the placing of Investor Shares to be issued in Series**

**Investment Manager**

**Ross & Van Compernelle L.P**

The distribution of this Confidential Private Placement Memorandum and the offering or purchase of the Investor Shares may be restricted in certain jurisdictions. No person receiving a copy of this Confidential Private Placement Memorandum or any accompanying subscription documentation in any such jurisdiction may treat this Confidential Private Placement Memorandum or such subscription documentation as constituting an invitation to them to subscribe for Investor Shares in RVC Emerging Asia Fund, nor should they in any event use such subscription documentation, unless in the relevant jurisdiction such an invitation could lawfully be made to them and such subscription documentation could lawfully be used without compliance with any registration or other legal requirements.

Dated: November 2020

## IMPORTANT INFORMATION

***This Confidential Private Placement Memorandum describes RVC Emerging Asia Fund.***

### **Investor Responsibility**

Prospective investors should review the entirety of this Confidential Private Placement Memorandum and any accompanying subscription documentation carefully and consult with their legal, tax and financial advisers in relation to (i) the legal requirements within their own countries for the subscription, purchase, holding, exchange, redemption or disposal of Investor Shares; (ii) any foreign exchange restrictions to which they are subject in their own countries in relation to the subscription, purchase, holding, exchange, redemption or disposal of Investor Shares; and (iii) the legal, tax, financial or other consequences of the subscription, purchase, holding, exchange, redemption or disposal of Investor Shares.

### **Risks**

The investment described herein carries with it a high degree of risk. The value of an investment may go down as well as up, and investors may not get back all, or any, of the amount invested. An investment in the Fund should not constitute the sole or main investment of an investor's portfolio. Certain investment risk factors for a potential investor to consider are set out in this Confidential Private Placement Memorandum.

### **Distribution and Selling Restrictions**

*General:* The distribution of this Confidential Private Placement Memorandum and the offering or purchase of the Investor Shares described herein may be restricted in certain jurisdictions. No person receiving a copy of this Confidential Private Placement Memorandum or any accompanying subscription documentation in any such jurisdiction may treat this Confidential Private Placement Memorandum or such subscription documentation as constituting an invitation to them to subscribe for Investor Shares, nor should they in any event use such subscription documentation, unless in the relevant jurisdiction such an invitation could lawfully be made to them and such subscription documentation could lawfully be used without compliance with any registration or other legal requirements.

Accordingly, this Confidential Private Placement Memorandum does not constitute an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not lawful or in which the person making such offer or solicitation is not qualified to do so or to anyone to whom it is unlawful to make such offer or solicitation. It is the responsibility of each person in possession of this Confidential Private Placement Memorandum and each person wishing to apply for Investor Shares pursuant to this Confidential Private Placement Memorandum to inform themselves of and to observe all applicable laws and regulations of any relevant jurisdiction. Prospective applicants for Investor Shares should inform themselves as to the legal requirements of so applying and any applicable exchange control regulations and taxes in the countries of their respective citizenship, residence, or domicile. RVC Emerging Asia Fund, Ross & Van Compernelle, Ross & Van Compernelle L.P., Ross & Van Compernelle, Hybrid Partners Limited and DBS Bank Limited shall rely upon the statements made by potential investors in the application process for Investor Shares.

*Thailand:* Neither this Confidential Private Placement Memorandum nor the Fund has been registered with or approved by the Securities and Exchange Commission of Thailand ("SEC"). Offers of Investor Shares to persons in Thailand are restricted and may only be made in accordance with the Securities and Exchange Act B.E. 2535. Investor Shares may be offered to persons in Thailand with the approval of the SEC in the form of private placement in accordance with the Notification of the Securities and Exchange Commission Tor.Jor 28/2551 and the Securities and Exchange Act B.E. 2535 (as amended).

*Cayman Islands:* No invitation may be made to the public in the Cayman Islands to subscribe for Investor Shares in RVC Emerging Asia Fund.

*EU:* The Investor Shares may not be offered or sold to investors in the European Union or European Economic Area except in accordance with applicable law.

*United States:* No registration statement has been filed with the U.S. Securities and Exchange Commission ("**SEC**") or any U.S. state securities authority. The Investor Shares have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "**1933 Act**") or the securities laws of any of the states of the United States. The Investor Shares may not be offered, sold or delivered directly or indirectly in the United States of America, its territories or possessions or, in any State or the District of Columbia (the "**United States**" or "**U.S.**") or to or for the account or benefit of any United States Person within the meaning of Section 7701(a)(30) of the Code and as defined in Regulation S under the 1933 Act. Any re-offer or resale of any of the Investor Shares in the United States or to U.S. Persons may constitute a violation of U.S. law. Applicants for Investor Shares will be required to certify they are not a U.S. Person. The Directors may refuse any transfer of Investor Shares.

### **Reliance on this Confidential Private Placement Memorandum**

The Investor Shares offered herein are offered only on the basis of the information contained in this Confidential Private Placement Memorandum. Any further information or representation given or made by any placing agent, distributor, dealer, broker or other person should be disregarded and, accordingly, should not be relied upon. No person has been authorised to give any information or to make any representation in connection with the offering of Investor Shares other than those contained in this Confidential Private Placement Memorandum and, if given or made, such information or representation must not be relied on as having been authorised by RVC Emerging Asia Fund. Certain statements in this Confidential Private Placement Memorandum are based on the law and practice currently in force in the Cayman Islands at the date hereof and may be subject to change. Neither the delivery of this Confidential Private Placement Memorandum nor the issue of Investor Shares shall under any circumstances, create any implication or constitute any representation that the affairs of RVC Emerging Asia Fund have not changed since the date hereof.

**An investment in RVC Emerging Asia Fund involves a high degree of risk and is suitable only for sophisticated investors. Investors should understand such risks and have the financial ability and willingness to accept such risks for an extended period of time. No assurance can be given that RVC Emerging Asia Fund's investment objectives will be achieved and investment results may vary substantially on a monthly, quarterly, or annual basis. Applicants may lose all or a large part of their investment in RVC Emerging Asia Fund. See further the section entitled "*Risk Factors and Conflicts of Interest*".**

## DIRECTORY

<b>Fund:</b>	RVC Emerging Asia Fund c/o International Corporation Services Ltd. PO Box 472 Harbour Place 2nd Floor 103 South Church Street Grand Cayman KY1-1106 Cayman Islands
<b>Directors:</b>	Gancanapol (Pon) Van Compernelle Ravi Nevile Kris Panijpan
<b>Investment Manager:</b>	Ross & Van Compernelle L.P. c/o International Corporation Services Ltd. PO Box 472 Harbour Place 2nd Floor 103 South Church Street Grand Cayman KY1-1106 Cayman Islands
<b>Investment Adviser:</b>	Hybrid Partners Limited 540 Mercury Tower, 5th Floor Ploenchit, Lumpini, Pathumwan Bangkok 10330 Thailand
<b>Administrator:</b>	DBS Bank Limited 12 Marina Boulevard, Marina Bay Financial Centre Tower 3, Singapore 018982
<b>Auditor:</b>	PricewaterhouseCoopers P.O. Box 258 Strathvale House George Town Grand Cayman KY1-1104 Cayman Islands
<b>Custodian:</b>	DBS Bank Limited 12 Marina Boulevard Marina Bay Financial Centre Tower 3 Singapore 018982
<b>Legal advisers as to Thai Law:</b>	Timblich & Partners Limited 24F Interchange Building 399 Sukhumvit Road Bangkok 10110 Thailand
<b>Legal advisers as to Cayman Islands Law:</b>	Travers Thorp Alberga PO Box 472 Harbour Place 2nd Floor 103 South Church Street Grand Cayman KY1-1106 Cayman Islands

## DEFINITIONS

*In this Confidential Private Placement Memorandum, in addition to words and phrases specifically defined elsewhere in this Confidential Private Placement Memorandum, the following words and phrases have the meanings set forth below:*

<b>"Administrator"</b>	means DBS Bank Limited or such other entity or entities as may for the time being be appointed as Administrator to the Fund
<b>"Articles"</b>	means the Articles of Association of the Fund
<b>"ASEAN"</b>	means The Association of Southeast Asia Nations comprising Indonesia, Malaysia, Philippines, Singapore, Thailand, Brunei, Cambodia, Laos, Myanmar (Burma) and Vietnam
<b>"Asia"</b>	means all member countries of ASEAN together with India, Bangladesh, Sri Lanka, Japan, China (including Hong Kong S.A.R.), South Korea, Taiwan, Mongolia, Australia, and New Zealand
<b>"Business Day"</b>	means a day (except Saturday or Sunday) on which banks in Singapore are open for business, or such other day or days as the Directors may from time to time determine
<b>"CIMA"</b>	the Cayman Islands Monetary Authority
<b>"Class"</b>	means a class of Investor Shares, including the non-voting redeemable Class A Investor Shares
<b>"Class A Investor Share"</b>	means an Investor Share designated as a non-voting redeemable Class A Investor Share
<b>"Confidential Private Placement Memorandum"</b>	means this Confidential Private Placement Memorandum, as amended or supplemented from time to time
<b>"Custodian"</b>	DBS Bank Limited or such other entity or entities as may for the time being be appointed as Custodian to the Fund
<b>"Data Protection Law"</b>	means the Data Protection Law, 2017 of the Cayman Islands, as amended from time to time
<b>"Directors" and "Board of Directors"</b>	means the board of directors of the Fund, currently comprising Pon Van Compernelle, Ravi Neville and Kris Panijpan
<b>"Fund"</b>	means RVC Emerging Asia Fund
<b>"General Partner"</b>	means Ross & Van Compernelle, or such entity or entities as may for the time being be appointed as general partner of the Investment Manager
<b>"Investor Shares"</b>	means Investor Shares in the capital of the Fund, including

	the Class A Investor Shares
<b>"Investment Adviser"</b>	means Hybrid Partners Limited or such other entity or entities as may for the time being be appointed as Investment Adviser to the Fund
<b>"Investment Manager"</b>	means Ross & Van Compernelle L.P. or such other entity or entities as may for the time being be appointed as Investment Manager to the Fund
<b>"Management Shares"</b>	means the voting, non-participating shares of USD 1.00 par value in the capital of the Fund
<b>"Net Asset Value" and "Net Asset Value per Investor Share"</b>	has the meaning given in the section entitled " <i>Determination of Net Asset Value – Reporting and Suspension</i> "
<b>"Ordinary Resolution"</b>	a resolution passed at a duly convened and quorate meeting of the Fund by a simple majority of the votes cast by the holders of the Management Shares (or a resolution approved in writing by all holders of Management Shares entitled to vote thereat)
<b>"Redemption Day"</b>	means the last Business Day of each calendar quarter, or such other day or days as the Directors may from time to time determine
<b>"Separate Account"</b>	has the meaning given in the section entitled " <i>General Information Concerning the Fund - Separate Accounts</i> "
<b>"Series"</b>	means a series of Investor Shares
<b>"Shareholder"</b>	means a holder of Investor Shares
<b>"Shares"</b>	means shares of the Fund, including Investor Shares and Management Shares
<b>"Special Resolution"</b>	a resolution passed at a duly convened and quorate meeting of the Fund by a two-thirds majority of the votes cast by the holders of the Management Shares (or a resolution approved in writing by all holders of Management Shares entitled to vote thereat)
<b>"Subscription Day"</b>	means the first Business Day of each calendar month, or such other day or days as the Directors may from time to time determine, with an initial Subscription Day falling on 28 <sup>th</sup> August 2015
<b>"United States" or "U.S."</b>	has the meaning given in the section entitled " <i>Important Information</i> "
<b>"USD"</b>	means the U.S. Dollar, the lawful currency of the United States
<b>"U.S. Person"</b>	has the meaning given in the section entitled " <i>Important Information</i> "

**"Valuation Day"**

means the last Business Day of each calendar month and/or such other day or days as the Directors may determine

## SUMMARY OF RVC EMERGING ASIA FUND

*The following summary is qualified in its entirety by the more detailed information appearing elsewhere in the body of this Confidential Private Placement Memorandum. Information in this introduction is selective and should be read in conjunction with the full text of this Confidential Private Placement Memorandum, the Memorandum and Articles of Association of the Fund and any subscription agreement.*

### **Investment Objective**

The Fund shall invest principally in a concentrated equity portfolio of publicly traded Asian companies. The Fund may also make investments in the equity of publicly traded companies which have material business activities in any Asian country. Such publicly traded companies may be traded on any recognised stock exchange.

The investment objective of the Fund is to achieve long-term capital growth in the Net Asset Value of the Fund through the implementation of the investment objectives and policies of the Investment Manager (as described in the section of this Confidential Private Placement Memorandum entitled "Investment Objectives and Policy") and supported by the advice of the Investment Adviser.

The investment objective of the Fund or a particular Class may be changed from time to time by prior written notice to Shareholders.

### **The Fund and the Investor Shares**

The Fund is an exempted company incorporated in the Cayman Islands on [•] pursuant to the Companies Law of the Cayman Islands. The Fund is offering Investor Shares to be issued in one or more Series to selected investors pursuant to this Confidential Private Placement Memorandum.

The Fund currently has available one class of Investor Shares: Class A Investor Shares.

### **Investment Manager, Investment Adviser, Administrator and Custodian**

The Fund has appointed the Investment Manager to act as investment manager to manage the investment business of the Fund. The Investment Manager is an exempted limited partnership formed in the Cayman Islands, and the general partner of the Investment Manager is Ross & Van Compernelle, an exempted company incorporated in the Cayman Islands. The Investment Manager will seek investment advice from the Investment Adviser which will provide it with investment advice pursuant to an Investment Advisory Agreement dated 20<sup>th</sup> July 2015 (the "**Investment Advisory Agreement**").

DBS Bank Limited shall serve as Administrator and shall be responsible for the calculation of the Net Asset Value of the Fund and the Net Asset Value per Investor Share of each Series and for processing subscriptions, redemptions and transfers of Investor Shares. DBS Bank Limited shall also serve as Custodian of the Fund's assets.

### **Subscriptions**

Investor Shares of the relevant Class may be issued on monthly Subscription Days in Series. Applications shall ordinarily be made monthly on each Subscription Day on at least fourteen (14) Business Days' notice with subscription funds to be received by the Administrator at least seven (7) Business Days prior to the Subscription Day (though the Fund may determine to issue Investor Shares in one or more Series on other dates and notice periods). The minimum initial subscription for Investor Shares is USD 100,000. The Directors may refuse any application for Investor Shares. No subscription fee is payable to the Fund upon a subscription for Investor Shares, though share distribution and placing agents may apply their own subscription fees and charges.



Additional subscriptions will be accepted in aggregate minimum amounts of USD 100,000 per subscription.

## **Redemptions**

Investor Shares may be redeemed quarterly on Redemption Days upon sixty (60) calendar days' prior written notice. Redemption of Investor Shares shall be at the prevailing Net Asset Value per Investor Share of the relevant Class and Series provided, however, that if Shareholders of any Class request redemption of more than 25% of the aggregate outstanding Shares of such Class as of the relevant Redemption Day (such Shares being the "**Available Shares**"), then the aggregate amount requested to be redeemed will be reduced to the Available Shares, and the Available Shares will be allocated first to any Holdover Requests (as defined below) from prior Redemption Days and, second, *pro rata* to the Shareholders then requesting redemption at the subsequent Redemption Day.

Any redemption requests for shares in excess of the Available Shares ("**Holdover Requests**") will be held over until the next Redemption Day. At that time, each Holdover Request will be subject to the Available Shares limitation for that redemption period only to the extent the aggregate outstanding Holdover Requests exceed the Available Shares limitation. The Fund may increase the percentage of Available Shares in its sole discretion.

The Directors reserve the right in their absolute discretion to accept lesser periods of prior redemption notice on a case by case basis or otherwise generally for the Fund or for any Class on an on-going basis, in which latter event, the Fund will give notice of such change to the relevant Shareholders. Any short notice redemption shall be subject to a redemption charge for the benefit of the Fund in an amount to be determined by the Board of Directors.

The Fund shall endeavour to pay the redemption proceeds within five Business Days after the relevant Redemption Day. Redemptions shall ordinarily be paid in USD. Redemptions and redemption payments may be suspended, deferred, delayed or modified as summarised herein.

Save in respect of short notice redemptions, no redemption fee shall be payable on the redemption of any Investor Shares provided that a redemption fee of 3% of the redemption proceeds shall be payable to the Fund in respect of the redemption of any Investor Shares that are redeemed by the Fund within a 2 year period from their date of subscription.

## **Dividends**

The Directors do not intend to pay dividends on the Class A Investor Shares.

Should, in exceptional circumstances, dividends be declared and paid to the holders of Investor Shares the prior approval of the Investment Manager must be given and any such dividend shall be limited to and paid out of funds lawfully available therefore including the share premium account.

## **Fees and Expenses**

### *Investment Management Fee*

As further described in detail in the section entitled "*Fees and Expenses – Management Fees*", the Investment Manager is entitled to base management fees of 1.5% per annum of the Net Asset Value of the Class A Investor Shares payable monthly in arrears based upon the prevailing monthly Net Asset Value.

### *Performance Fee*

As further described in detail in the section entitled "Fees and Expenses – Performance Fees", the Investment Manager is entitled to performance fees on each Class A Investor Share at a rate of 15% subject to a high water mark, where such performance fees are assessed on each Investor Share on an annual basis (and upon a redemption of Investor Shares).

*Other Fees, Costs and Expenses*

The Investment Manager is responsible for the fees of the Investment Adviser. The Fund will be responsible for all other fees, costs and expenses of the Fund including, as applicable, such as those of the Administrator. The Fund shall be responsible for and shall discharge or reimburse the Investment Manager for all reasonable out of pocket expenses which are suffered or incurred by the Investment Manager in the performance of its duties and the reasonable costs of registration of the Investment Manager, the Investment Adviser and their respective directors under certain regulatory laws of the Cayman Islands and Thailand.

## INVESTMENT OBJECTIVE AND POLICIES

### *Investment Objective*

The Fund shall invest principally in a concentrated equity portfolio of publicly traded Asian companies. Such publicly traded companies may be traded on any recognized stock exchange.

The investment objective of the Fund is to achieve long-term capital growth in the Net Asset Value of the Fund through the implementation of the Investment Approach of the Investment Manager.

The Fund may not normally trade in futures or derivative instruments, however, may invest for the purposes of hedging and/or efficient portfolio management. The fund may not use leverage nor engage in short selling of equities, but it may trade in listed warrants.

The Fund reserves the right to change the investment objectives of the Fund to be effective after not less than two months prior written notice to the Shareholders.

### *Investment Policies*

The Investment Manager's view is that markets are not always efficient. The Investment Manager aims to take advantage of any such inefficiency by actively identifying potentially under-valued companies via a 'bottom-up' approach (also known as a "Value" investment strategy). It believes that a large proportion of these companies are classified within the small and mid-cap segments that are often under-researched by the investment community.

To achieve this, the Investment Adviser searches for companies that it believes have the prospect of achieving high and sustainable long-term returns. This research is undertaken through a combination of initial quantitative screening, proprietary research, subsequent company visits as well as assessing third-party research. High importance is attached to the willingness of senior management to make itself available for meetings with the Investment Adviser and to the extent to which senior management's economic interests are aligned with those of shareholders.

Furthermore, detailed attention will be given to any material buying (and selling) activity by directors of shares in the directors' company as well as top-down sector or macroeconomic trends.

In summary, the Investment Adviser will follow a disciplined a 'bottom-up' stock selection investment process overlaid with a top-down approach, aiming to maximize long-term capital appreciation.

Once a satisfactory level of understanding of a company's business has been obtained, if necessary through repeat company visits, the Investment Adviser produces its own forecasts of the company's earnings, which are compared to consensus numbers. The Investment Adviser produces its own share price targets based on these earnings forecasts which form the basis for decisions whether to invest. Earnings expectations and share price targets for companies that are included in the Investment Adviser's clients' portfolios are regularly updated through a process of repeat company visits, contact with management and internal research.

The Investment Manager anticipates that, where the Investment Adviser is successful in identifying such an opportunity, long-term earnings growth will eventually force a reassessment of the company's prospects and that this will be reflected in the company's underlying share price. However, such a revaluation may take time to occur, and as a result the Fund expects to make investments with a typical three-year time horizon.

The Fund aims to invest in a concentrated portfolio of 10-20 stocks, rising to 30 stocks as the Fund grows in size. The Fund aims to benefit from the Investment Adviser's research which focuses on identifying companies which have, among other things: (a) strong management and

proven track record; (b) high and/or improving quality of earnings and cash flows; (c) superior business model in relation to competitors; (d) are likely to benefit from a growing economy or other positive industry-specific or macro-economic conditions; or (e) where the valuation or long-term profitability and/or growth prospects are believed to have been misunderstood or overlooked by the market.

Target companies are not restricted to any market capitalisation category (i.e may be small, medium or large capitalisation).

#### *Leverage and Use of Financial Derivative Instruments*

The Fund may not borrow or create any form of security over the assets of the Fund in carrying out its investment objectives.

The Fund will not normally trade in futures or derivative instruments however the Fund may invest for the purposes of hedging and/or efficient portfolio management. The Fund may not use leverage or engage in short selling of equities, but it may trade in listed warrants.

The Fund may not engage in any short selling of securities. The Fund is however authorised to invest in listed warrants. Investment in such listed warrants will represent not more than 10% of Net Asset Value.

The Fund does not expect to use derivative instruments in the ordinary course of its investment strategy, however the Fund may invest in derivatives (index futures) for the purposes of hedging and efficient portfolio management.

#### *Risk Management*

The Fund aims to hold a concentrated portfolio of stocks, implying a high degree of risk, but the Investment Manager believes that this will be partially offset by the fact that the Fund will not borrow, will not engage in short-selling of stocks, and only purchase derivatives for the purposes of hedging and efficient portfolio management. The Investment Manager aims to manage further the level of risk in the portfolio, primarily through stock limits that will enforce a discipline of taking profits as valuations rise. The Fund holds between 10-30 stocks at any time, but the Fund's largest ten holdings are restricted to no more than 65% of the Net Asset Value of the Fund, and the largest holding is restricted to no more than 25% of the Net Asset Value. Where these limits are breached due to performance, the Investment Manager will seek to ensure that the breach is corrected as soon as reasonably practicable in consultation with the Directors. In addition, the Fund is restricted to holding a maximum of 10% of any company's issued share capital. It will be the responsibility of the Investment Manager to monitor the Fund's compliance with all investment restrictions.

#### *Investment Restrictions*

The Fund has considerable flexibility in the range of its investments. However, the following restrictions and formal policies limit the investment powers of the Fund:

- The Fund's largest five holdings are restricted to no more than 65% of the latest available Net Asset Value, and the largest holding is restricted to no more than 20% of the latest available Net Asset Value. Where these limits are breached due to performance, the Fund will seek to correct the breach within a 60 day grace period.
- The Fund may not make investments in the securities of private, unlisted companies, except that the Fund may invest in rights of publicly listed companies.
- The Fund is restricted to holding a maximum of 10% of any company's issued share

capital.

- The Fund will not hold listed warrants amounting, in aggregate, to more than 10% of the Net Asset Value.
- The Fund will not for investment purposes borrow or create any form of security over assets of the Fund.
- The Fund will not engage in short selling however may purchase derivatives for the purposes of hedging and efficient portfolio management

#### *Use of Cash and Cash Equivalents*

Whilst the Directors anticipate that the Fund will typically be fully invested, with cash forming less than 15% of the portfolio, the Investment Manager will have discretion to raise cash to significantly higher levels when it is the Investment Manager's opinion, taking into account the advice of the Investment Adviser, that market conditions make such caution desirable. Such cash will be retained in any currency in cash with banks or financial institutions or invested in near cash instruments (including, but not limited to, obligations of the United States (or of their respective agencies or instrumentalities) and units or shares in one or more money market funds that invest in such instruments).

#### *FX Hedging*

The assets of the Fund are denominated in a broad range of currencies. The Investor Shares are exposed to possible adverse currency fluctuations between USD and the currencies of the investments of the Fund. The Investment Manager may seek to hedge this exposure with the aim of minimising the impact thereof on the Net Asset Value per Investor Share.

The Shares are denominated in US Dollars and have a US Dollar par value, excess cash is kept in US Dollars and all subscription payments must be received in or will be converted to US Dollars and all redemption payments will be made in US Dollars.

## **RISK FACTORS AND CONFLICTS OF INTEREST**

*Investment in the Investor Shares is speculative and involves a high degree of risk. Investors may lose their entire investment. Accordingly, prospective investors should review this Confidential Private Placement Memorandum carefully and consider all of the information contained in this Confidential Private Placement Memorandum and the risks attaching to an investment in the Fund prior to making any investment decision. Prospective investors should conduct such further investigations into the merits and risks associated with an investment in the Fund as they see fit. Prospective investors should consult with independent qualified sources of financial, legal and tax advice.*

*Any decision to invest in the Fund should be based on a consideration of this Confidential Private Placement Memorandum as a whole and on a consideration of such other factors, investigations and information prospective investors consider relevant. An investment in the Fund is only suitable for sophisticated investors who are capable of evaluating the risks and merits of an investment.*

*The following is a list of some of the risks and conflicts of interest associated with an investment in the Fund. The list is not a list of all the risks and conflicts of interest associated with an investment.*

*Prospective investors should consult their own legal, tax and financial advisors regarding desirability of an investment in the Fund before investing.*

### **General Market and Portfolio Risks**

#### *High Risk*

An investment in the Fund should be considered a high risk investment. The value of an investment in the Fund may fall dramatically and without warning.

#### *Concentration Risk*

The Fund, by predominantly investing in Asian equity securities, has a concentrated investment programme. In addition, the Fund expects to have a relatively concentrated (i.e. non-diversified) exposure to certain issuers of securities, industries or market sectors. Such a lack of diversification increases the risks to the Fund's portfolio and could mean that a single counterparty or industry risk would have a potentially larger percentage impact on the overall portfolio compared to a more diversified portfolio.

#### *No Warranty of Performance*

Equity investment performance can be volatile, particularly in the short-term and the value of Investor Shares can fall as well as rise. The investment policy of the Fund is to invest in the securities of companies to achieve long term capital appreciation. Although the Investment Manager follows a rigorous investment process with the advice of the Investment Adviser and the Fund employs no leverage, there can be no assurance that the Fund's investments will increase during any particular time period. The investor may lose a substantial proportion or all of his investment or may receive upon redemption of his Investor Shares less than he paid on subscription for such Investor Shares

#### *Strategies May Fail to be Successful*

There can be no assurance that any investment method employed on behalf of the Fund will produce profitable results, and the past performance of any personnel of the Investment Manager or the Investment Adviser is not necessarily indicative of the future profitability of the Fund.

#### *Economic and Market Risk*

An investment in the Fund involves risks, including the risk that the entire amount invested may be

lost. The value of the Fund's investments are influenced by, among other things, government trade, fiscal, monetary and exchange control programs and policies; changing supply and demand relationships and constraints; national and international political and economic stability and events; governmental current accounts and trade balances; levels of governmental debt; changes in interest rates, foreign exchange rates and inflation rates; fluctuations in equity markets and the business cycle; the availability of finance or credit; general economic conditions; levels of market risk aversion; terrorist or military action; natural disasters, weather conditions and pandemics; and the inherent volatility of the marketplace.

No guarantee or representation is made that the Fund's investment program will be successful. The investments of the Fund are subject to the risks inherent in equities and foreign currency markets and there can be no assurance that appreciation will occur.

#### *Epidemics, Pandemics and Other Health Risks*

Many countries have experienced infectious illnesses in recent decades, including swine flu, avian influenza, SARS and 2019-nCoV (the "**Coronavirus**"). In December 2019, an initial outbreak of the Coronavirus was reported and, since then, a large and growing number of cases have been confirmed around the world. The Coronavirus outbreak has resulted in numerous deaths and the imposition of both local and more widespread "work from home" and other quarantine measures, border closures and other travel restrictions causing social unrest and commercial disruption on a global scale. The World Health Organization has declared the Coronavirus outbreak a pandemic.

The ongoing spread of the Coronavirus has had and will continue to have a material adverse impact on local economies in the affected jurisdictions and also on the global economy as cross-border commercial activity and market sentiment are increasingly impacted by the outbreak and government and other measures seeking to contain its spread. In addition to these developments having potentially adverse consequences for underlying portfolio investments of the Fund and the value of the Fund's investments therein, the operations of the Investment Advisor and the Fund have been, and could continue to be, adversely impacted, including through quarantine measures and travel restrictions imposed on their personnel or service providers based around the world, and any related health issues of such personnel or service providers. Any of the foregoing events could materially and adversely affect the Fund's ability to source, manage and divest its investments and its ability to fulfil its investment objectives. Similar consequences could arise with respect to other comparable infectious diseases.

#### *Governmental Intervention*

The global financial markets continue to undergo pervasive and fundamental disruptions which have led to extensive and unprecedented governmental intervention. Such intervention has in certain cases been implemented on an "emergency" basis without much or any notice with the consequence that some market participants' ability to continue to implement certain strategies or manage the risk of their outstanding positions has been suddenly and/or substantially eliminated. Given the complexities of the global financial markets and the limited time frame within which governments have been able to take action, these interventions have sometimes been unclear in scope and application, resulting in confusion and uncertainty which in itself has been materially detrimental to the efficient functioning of such markets as well as previously successful investment strategies.

It is impossible to predict with certainty what additional interim or permanent governmental restrictions may be imposed on the markets and/or the effect of such restrictions on the Investment Manager's ability to fulfil the Fund's investment objective. However, the Investment Manager and the Investment Adviser believe that there is a high likelihood of significantly increased regulation of the global financial markets, and that such increased regulation could be materially detrimental to the performance of the Fund's portfolio.

#### *Systemic Risk*

Credit risk may also arise through a default by one of several large institutions that are dependent on one another to meet their liquidity or operational needs, so that a default by one institution causes a series of defaults by the other institutions. This is sometimes referred to as a “systemic risk” and may adversely affect financial intermediaries, such as clearing agencies, clearing houses, banks, securities firms and exchanges, with which the Fund interacts on a daily basis.

#### *Volatility*

The Fund invests in volatile markets, thus movements in the Net Asset Value per Investor Share for each Series may be volatile from month to month. The value of Investor Shares may fall as well as rise and investors may not get back, on redemption or otherwise, the amount originally invested.

#### *Smaller Companies*

There is no limitation on the size or operating experience of the companies in which the Fund may invest. Some small or mid cap companies in which the Fund may invest may be speculative, lack management depth or the ability to generate internally or obtain externally the funds necessary for growth. Companies with new products or services could sustain significant losses if projected markets do not materialise. Further, such companies may have, or may develop, only a regional market for products or services and may be adversely affected by purely local events. Such companies may be small factors in their industries and may face intense competition from larger companies and entail a greater risk than investment in larger companies.

#### *Investment Information*

The Fund will select investments on the basis of information and data filed with various securities regulators by the issuers of securities or made directly available to the Fund by the issuers of securities and other instruments or through public and non-public sources other than the issuers (including data vendors, brokers, statistical bodies and market analysts). Although the Investment Adviser evaluates such information and data and seeks independent corroboration when it considers it appropriate and when it is reasonably available, the Investment Adviser is not in a position to confirm the completeness, genuineness or accuracy of such information and data.

#### *Bank, Counterparty and Custodial Risks*

The Fund’s assets shall be deposited with one or more banks, banks’ correspondents and/ or brokers, to the extent that such assets are by their nature eligible for safekeeping.

The institutions, including brokerage firms and banks with which the Fund (directly or indirectly) does business, or to which cash, securities or others assets have been entrusted for banking or brokerage purposes, may encounter financial difficulties. The Fund will have significant credit and operational risk exposure to such persons, including in respect of the transfer of cash, securities or other assets to such persons, to support the Fund’s investment activities. Similar considerations apply in respect of securities and other assets held by persons in a custodial capacity in circumstances (whether by virtue of the local custody arrangements, breach of law or agreement, operational failure or otherwise) where the assets are not held in a manner which maintains the full title of the Fund to the relevant assets. Potential investors should take into consideration that the Fund is not subject to US or European laws nor subject to any US or European regulator and that accordingly any such institutions (including banks, banks’ correspondents and brokers) will not be subject to the same supervisory responsibilities which might otherwise apply to investment funds regulated in the US or Europe. Accordingly it is envisaged that such institutions shall not be liable for losses resulting from the insolvency of any third party custodians. The Fund may therefore have a potential exposure on the default of any local custodian or local broker. The laws and market practice of certain jurisdictions within Asia carry fewer safeguards than more developed markets, including, for example, the protection of client securities against claims from general creditors in the event of the insolvency of an agent



selected to hold securities on behalf of the Fund and that the Custodian, the Investment Manager, the Investment Adviser and the Administrator have assumed no liability for losses resulting from the Fund acting in accordance with such practice. The foregoing applies on a similar basis with the respect to any assets held indirectly through investment vehicles or other funds.

#### *Regulatory Risks of Investment Funds*

The regulatory environment for investment funds is evolving and changes therein may adversely affect the ability of the Fund to pursue its investment objective. In addition, the regulatory or tax environment for securities, derivative and related instruments is evolving and may be subject to modification by government or judicial action which may adversely affect the value of the investments held by the Fund. The effect of any future regulatory or tax change on the Fund is impossible to predict.

### **Risks Relating to Investments in Asian Markets**

#### *General Risks*

The Fund's investments in companies organized and operating in certain countries of Asia involve certain significant risks not typically associated with investments in the securities of companies organized and/or operating in more developed market economies. Many Asian investment markets may be viewed as emerging markets and are substantially smaller, less liquid and more volatile than the major securities markets in developed countries such as the United States.

Many Asian governments exercise substantial influence over many aspects of the private sector and may intervene in the economy and make significant changes in policies and regulations. Governmental action to control currencies, interest rates or inflation and other regulations and policies have often involved, among other measures, increases in interest rates, changes in tax policies, price controls, currency devaluations, capital controls, limits on imports and other actions. The Fund's financial condition and results from investment portfolios may be adversely affected by changes in policy or regulations involving or affecting factors such as:

- interest rates
- monetary policy
- exchange controls and restrictions on remittances abroad
- currency fluctuations
- inflation
- liquidity of domestic capital and financial markets
- fiscal policy and tax regime
- other political, social and economic developments.

The Fund's investments involve certain risk factors not typically associated with investing in other more established economies or securities markets such as the United States, including risks relating to (i) currency exchange rate fluctuations, and costs associated with conversion of investment principal and income from one currency into another; (ii) differences between the United States or other established markets and Asian securities markets, including the relative illiquidity and volatility of some securities markets; and (iii) certain economic and political risks, including inflation rate, external debt, political and economic instability and uncertainty, potential exchange control regulations, potential restrictions on foreign investment and repatriation of capital.

#### *Market Risk*

Market Risk relates to losses that could be incurred due to changes in market factors (that is, changes in prices, volatilities and correlations) encompassing interest rate risk, credit risk, foreign exchange rate risk, equity risk, debt price risk and sovereign price risk. In comparison with developed markets the volatilities and extreme variations of some Asian assets are much higher. Therefore, losses as compared to capital invested might be substantial.

The economies of Asian countries may differ favourably or unfavourably from the U.S. economy with regard to, among other things, the rate of growth of gross domestic product, the rate of inflation, amount of capital reinvestment, resource self-sufficiency and balance of payments. Many Asian economies are not diversified and may be profoundly affected by the economies of trading partner jurisdictions.

#### *Currency and Convertibility Risk*

The assets of the Fund are mostly denominated in USD and the Fund will ordinarily seek to maximise returns in USD. The Fund maintains its books and pays redemptions in USD. The Investor Shares are denominated in USD and although the Investment Manager will seek to mitigate currency risk through currency hedging transactions such risks cannot be eliminated entirely and accordingly holders of Investor Shares are potentially exposed to movements in the exchange rate. The exchange rate between local currencies and USD has historically been, and is expected to continue to be, volatile. Adverse movements in currency exchange rates can result in a decrease in return and a loss of capital. Furthermore, all investors are exposed to currency risk to their base currency of account.

In addition local governments may impose temporary restrictions on foreign capital remittances abroad. In which case the Fund could be adversely affected by delays in, or a refusal to grant, any required governmental approval for repatriation of capital.

#### *Liquidity Risk*

Liquidity risk is the change in the value of the Fund's assets due to changes in the liquidity of the market in which they are traded. The markets for purchasing and selling Asian equity securities may be small and illiquid as compared to the United States and certain other developed countries. Local markets may have slower clearance and settlement procedures, higher transaction costs and constraints on exposure to specific instruments as compared to more developed economies, which might limit or delay investments in particular assets. The relatively limited liquidity and inefficiencies associated with such markets may affect the Fund's ability to acquire or sell assets at the price and time it wishes to do so.

#### *High Interest and Inflation Rates*

High interest or inflation rates have adversely affected the Asian economies in the past and, if reinstated, could negatively affect the Fund.

#### *Nationalization Risk*

Nationalization risk is the risk derived from expropriation, confiscation, freezing, nationalization, requisition or other action by a governmental authority.

#### *Legal and Regulatory Risks*

Some Asian legal systems may not offer the same protections to an investor that such investor's country of origin or more developed countries would with respect to matters such as, but not limited to, corporate governance, commercial law, creditors' rights and bankruptcy. New laws and regulations may be issued, and existing laws and regulations are subject to revision. In addition, administrative agencies and courts may not provide adequate or timely guidance as to the interpretation or application of laws, and proceedings before such bodies may result in significant delays. As a result, investee companies may experience legal uncertainty that may preclude them from taking action or may result in disputes with governmental entities or third parties.

Moreover, local laws regulating ownership, control and corporate governance of companies may

not provide the same level of investor protection as those in an investor's country of origin or more developed countries. Government supervision of businesses may be less rigorous, and less information may be available than in other more developed countries.

Courts may not have experience in commercial dispute resolution, and many of the procedural remedies for enforcement and protection of legal rights typically found in other jurisdictions may not be available. The extent to which local parties and entities, including local governmental agencies, will recognize the contractual and other rights of the parties with which they deal is uncertain. The Fund may therefore be unable to protect and enforce its rights against local governmental and private entities.

The Fund may not be able to successfully pursue certain claims as the local judicial system may be less effective, efficient or consistent than the judicial systems of the U.S. and other developed countries.

#### *Accounting and Reporting Standards*

The Fund uses International Financial Reporting Standards ("IFRS"). Although generally accepted accounting, auditing and financial reporting standards and practices in the Asian countries that Fund has a mandate to invest in are similar in many respects to those employed in, for example, the United States, they are not equivalent and differ in certain fundamental areas. Such differences may have an effect on the ability of the Investment Manager to assess the comparative performance of companies from one country to another

### **Derivative, Options, Hedging Risks**

#### *Derivative Transactions*

The Fund may from time to time purchase or sell swaps, forward contracts, futures contracts, options or other derivatives. Derivative transactions generally constitute a higher risk than investments in transferable securities due to their greater volatility, inherent gearing and illiquidity. While the Fund may enter into such transactions to seek to improve the risk or return of the Fund, unanticipated changes in market trends may result in a poorer overall performance for the Fund (or the relevant Class) than if it had not engaged in any such transaction.

In addition, there is no limit on the exposure that may be incurred to any single counterparty under over-the-counter derivative instruments, exchange listed securities, options, repurchase agreements, or other similar transactions and, as a result, if any such counterparty becomes unable to pay amounts due on such instruments or transactions, the financial losses of the Fund would be greater than if such limits were imposed.

The prices of derivative instruments, including forward contracts, futures contracts, swaps and options, are highly volatile. Price movements of derivative contracts in which the Fund's assets may be invested are influenced by, among other things, interest rates, changing supply and demand relationships, trade, fiscal, monetary and exchange control programmes and policies of governments, and national and international political and economic events and policies. In addition, governments from time to time intervene, directly and by regulation, in certain markets, particularly those in currencies and financial instrument options. Such intervention often is intended directly to influence prices or interest rates and may cause volatility in one or more markets.

Derivative transactions are typically effected on a margin basis and accordingly often have a leverage or gearing effect.

#### *Options*

The Fund may from time to time purchase or sell options. Options are subject to changes in the underlying securities on which such instruments are based. There is no guarantee that the use of options for investment or hedging purposes will be effective or that suitable transactions will be available. The seller of an uncovered call option assumes the risk of a theoretically unlimited increase in the market price of the underlying security above the exercise price of the option. The securities necessary to satisfy the exercise of the call option may be unavailable for purchase except at much higher prices. Purchasing securities to satisfy the exercise of the call option can itself cause the price of the securities to rise further, sometimes by a significant amount, thereby exacerbating the loss. The buyer of a call option assumes the risk of losing its entire premium invested in the call option. The seller (writer) of a put option which is covered (e.g., the writer has a short position in the underlying security) assumes the risk of an increase in the market price of the underlying security above the sales price (in establishing the short position) of the underlying security plus the premium received, and gives up the opportunity for gain on the underlying security below the exercise price of the option. The seller of an uncovered put option assumes the risk of a decline in the market price of the underlying security below the exercise price of the option. The buyer of a put option assumes the risk of losing his entire premium invested in the put option.

### *Futures*

The Fund may trade in futures contracts (and options on futures). Futures positions may be illiquid because, for example, most commodity exchanges limit fluctuations in certain futures contract prices during a single day by regulations referred to as "daily price fluctuation limits" or "daily limits". Under such daily limits, during a single trading day no trades may be executed at prices beyond the daily limits. Once the price of a contract for a particular future has increased or decreased by an amount equal to the daily limit, positions in the future can neither be taken nor liquidated unless traders are willing to effect trades at or within the limit. Futures contract prices on various commodities or financial instruments occasionally have moved the daily limit for several consecutive days with little or no trading. Similar occurrences could prevent the Fund from promptly liquidating unfavourable positions and subject the Fund to substantial losses. In addition, the Fund may not be able to execute futures contract trades at favourable prices if trading volume in such contracts is low. It is also possible that an exchange or a regulator may suspend trading in a particular contract, order immediate liquidation and settlement of a particular contract or order that trading in a particular contract be conducted for liquidation only. In addition, various exchanges and regulations impose speculative position limits on the number of positions that may be held. Low margin or premiums normally required in such trading may provide a large amount of leverage, and a relatively small change in the price of a security or contract can produce a disproportionately larger profit or loss.

### *Forward Trading*

Forward contracts and options thereon and other derivatives, unlike futures contracts, are not traded on exchanges and are not standardised; rather, banks and dealers act as principals in these markets, negotiating each transaction on an individual basis. Trading is substantially unregulated; there is no limitation on daily price movements and speculative position limits are not applicable. For example, there are no requirements with respect to record-keeping, financial responsibility or segregation of customer funds or positions. In contrast to exchange-traded futures contracts, interbank traded instruments rely on the dealer or counterparty being contracted with to fulfil its contract. As a result, trading in derivative contracts may be subject to more risks than futures or options trading on regulated exchanges, including, but not limited to, the risk of default due to the failure of a counterparty with which the Fund has a derivative contract. Although the Fund will seek to trade with responsible counterparties, failure by a counterparty to fulfil its contractual obligation could expose the Fund to unanticipated losses. The principals who deal in the derivative markets are not required to continue to make markets in the derivatives they trade and these markets can experience periods of illiquidity, sometimes of significant duration. There have been periods during which certain participants in these markets have refused to quote prices other than with an unusually wide spread between the price at which they were prepared to buy

and that at which they were prepared to sell.

### *Hedging Transactions*

The Fund may utilise a variety of financial instruments, both for investment purposes and for hedging or risk management purposes.

The success of any hedging or risk management strategy will depend, in part, upon the correct assessment of the degree of correlation between the performance of the instruments used in the hedging or risk management strategy and the performance of the portfolio's investments being hedged or risk managed. Since the characteristics of many securities change as markets change or time passes, the success of the Fund's hedging or risk management strategy will also be subject to the Investment Manager's ability to continually recalculate, readjust and execute positions in an efficient and timely manner. While the Fund may enter into hedging or risk management transactions to seek to reduce risk, such transactions may result in a poorer overall performance for the Fund than if it had not engaged in such hedging or risk management transactions. For a variety of reasons, a perfect correlation between the instruments utilised and the portfolio holdings being hedged or risk managed may not be sought. Such an imperfect correlation may prevent the Fund from achieving the intended hedge or expose the Fund to the risk of loss. A particular risk may not be hedged against because it may be determined that the probability of the risk occurring to be not sufficiently high as to justify the cost of the hedge, or because the occurrence of the risk is not foreseen. The successful utilisation of hedging and risk management transactions requires skills complementary to those needed in the selection of the Fund's portfolio holdings.

### **Fund Structural Risks**

#### *Substantial Control of all Investment Decisions by the Investment Manager*

The terms of the engagement of the Investment Manager by the Fund provide that, absent breach of the terms of the agreement, the Investment Manager shall have authority in respect of the investment, divestment and reinvestment of the assets. Accordingly, investors are reliant on the investment decision process of the Investment Manager as advised by the Investment Adviser.

#### *Investors Have No Authority*

Investors will have no authority to take part in the management of the Fund or to make day to day investment decisions on behalf of the Fund.

#### *Investment Manager and Investment Adviser*

No warranty or assurance of performance of the Fund is given by the Fund, the Directors, the Investment Manager, the General Partner, the Investment Adviser or any other person. The Investment Manager is obliged to devote such time and resources as may be appropriate for the discharge of its duties under the investment management agreement with the Fund. The Investment Manager, the General Partner and the Investment Adviser (and their directors, officers, and employees) may be involved in other business activities (including as described in the section below entitled "*Conflicts of Interest*").

#### *Business Dependent Upon Key Individuals*

All investment decisions with respect to the Fund's assets are made by the Investment Manager which relies on the services of its personnel and the personnel of the General Partner. As a result, the success of the Fund for the foreseeable future will depend largely upon the ability and continuity of the Investment Manager and the General Partner. There is no assurance that the strategies employed by the Fund will achieve attractive returns or will be successful. Additionally, should any of the Investment Manager's trading, research or portfolio management personnel no

longer be associated with the Investment Manager or the General Partner for any period of time, through death, incapacity, termination of employment, retirement or otherwise, the profitability of the Fund's portfolio may suffer materially.

#### *Performance Fee*

The Investment Manager's and the Investment Adviser's interest in the performance fee may create an incentive for the Investment Manager to cause the Fund to make investments that are riskier or more speculative than would be the case if the Investment Manager or Investment Adviser were paid only a fixed fee.

#### *[Absence of Operating History*

The Fund is a newly organized entity and does not have an operating history upon which investors may base an evaluation of its likely performance. The Fund's results will depend upon the availability of suitable investment opportunities for the Fund and the performance of the Fund's investments.]

#### *No Minimum Capitalization*

At low asset levels, the Fund may be unable to make its investments as fully as would otherwise be desirable or to take advantage of potential economies of scale. It is possible that even if the Fund operates for a period with substantial capital, Shareholders' redemptions could diminish the Fund's assets to a level that does not permit the most efficient and effective implementation of the Fund's investment program.

#### *Cross-Class Liability*

The Directors may without the consent of the Shareholders designate future classes of shares, and although each class will be maintained by the Fund with separate accounting records, the Fund as a whole, including all of the separate classes, is one legal entity. Thus, all of the assets of the Fund are available to meet all of the liabilities of the Fund, regardless of the class to which such assets or liabilities are attributable. In practice, cross-class liability will usually only arise where any class becomes insolvent and is unable to meet all of its liabilities. In this case, all of the assets of the Fund attributable to other classes may be applied to cover the liabilities of the insolvent class. The fact that the Fund does not employ leverage, margin-trading or invest in derivatives other than for hedging purposes or efficient portfolio management in its investment strategies minimizes the risk of an insolvent class.

#### *Effect of Substantial Redemptions*

Substantial redemptions by Shareholders of the Fund within a short period of time could require the Investment Manager to liquidate positions more rapidly than would otherwise be desirable, which could adversely affect the value of the Fund's assets. The resulting reduction in the Fund's assets could make it more difficult to generate a positive rate of return or to recoup losses due to a reduced equity base.

#### *Dividends*

The Fund does not intend to pay dividends or other distributions, but instead reinvests all of the Funds' income and gains derived from its investments. Accordingly an investment in the Fund may not be suitable for investors seeking income returns for financial or tax planning purposes. The Directors reserve the right to declare and pay dividends however they do not anticipate such dividends being paid except in exceptional circumstances.

#### *Indemnification Obligations*

The Fund has agreed or may agree to indemnify the Directors (and their related service provider firms), the Investment Manager, the Administrator, the Auditors, brokers, custodians, placing agents, share distributors and others, as well as officers, affiliates, employees and agents thereof, under its Articles and various agreements entered into with such persons against certain liabilities they, or their respective directors, officers, affiliates or agents may incur in connection with their relationship with the Fund. The Fund is expected to grant further indemnities in the conduct of its business.

#### *Lack of Liquidity of Investor Shares*

There are no plans to list the Investor Shares of the Fund on any securities exchange and no public market for the Investor Shares is likely to develop. Investors will be expected to realize their investments through redemption of Investor Shares. Transfers of Investor Shares require the consent of the Directors. An investment in the Fund should be seen as a long term investment.

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

The Fund will rely on the Administrator for the calculation of the Net Asset Value. Due to a wide variety of market factors and the nature of certain securities and assets to be held by the Fund, there is no guarantee that any value determined by the Fund will represent the value that will be realised by the Fund on the eventual disposition of the investment or that would be realised upon an immediate disposition of the investment. The Fund, the Administrator, the Investment Manager, the General Partner and the Investment Adviser are under no liability if a valuation believed to be an accurate valuation of a particular asset or liability is later found not to be such.

Prospective investors should be aware that the Net Asset Value per Investor Share of the relevant Series and the subscription and redemption prices for Investor Shares of the relevant Series will be based on unaudited financial records. If, as a result of the annual audit of the financial statements of the Fund or otherwise, an error in the calculation of the Net Asset Value per Investor Share and/or the subscription prices and/or redemption prices for Investor Shares is subsequently discovered, the Net Asset Value per Investor Share and/or the subscription prices and/or redemption prices for Investor Shares on the relevant Subscription Day(s), Redemption Day(s) and/or Valuation Day(s) may be subject to retrospective adjustment at the discretion of the Directors. In which case, the Directors shall have power to adjust the value attributed to the relevant Investor Shares or Separate Accounts and to adjust holdings of Investor Shares by way of mandatory redemption of Investor Shares from Shareholders or the issue of additional Investor Shares to Shareholders for nil or *de minimis* consideration.

#### *Suspension of Calculation of Net Asset Value and Redemptions and Gating of Redemption Requests*

As described in the section entitled "*Determination of Net Asset Value, Reporting and Suspension - Temporary Suspension*", the Directors may (but shall not be obliged to) declare a temporary suspension of calculation of the Net Asset Value and the redemption of Investor Shares (and the payment of redemption proceeds). In addition the Fund may "gate" or limit redemptions as set out in the section entitled "*Redemption of Investor Shares - Redemptions*".

#### *Potential Mandatory Redemption*

The Directors have broad powers to redeem mandatorily the Investor Shares of any Shareholder, with or without giving reasons therefore. The mandatory redemptions of Investor Shares could result in adverse tax and/or economic consequences to that Shareholder.

#### *Restrictions on Transfer*

Investors should be fully aware of the restrictions on transfer of their Shares in the Fund. The Shares are not registered under the securities laws of any jurisdiction and there is no ready market

for the Shares. The Shares are not readily transferable and no transfer of Shares may be made without the prior approval of the Directors which may be withheld in their absolute discretion.

#### *Change of Investment Objectives*

Investors should note that the Fund expressly reserves the right to change the investment objectives of the Fund to be effective after not less than two months' prior written notice to Shareholders. Such changes may materially alter the investment method employed on behalf of the Fund and affect the performance of the Fund, its risk profile and its results the details of which are not presented in this Confidential Private Placement Memorandum. While Investors retain the right to redeem Investor Shares in the Fund such redemptions are subject to certain suspensions, restrictions and limitations which may result in a Shareholder being unable to redeem its investment in full prior to the change in the investment objectives and may render such Shareholders investments subject to risks which cannot currently be quantified or substantiated.

#### *Exchange of Shareholder Personal Information for Tax Purposes*

The Cayman Islands has implemented a legal and regulatory regime which the Organisation for Economic Co-operation and Development (the "OECD") has recognised as generally complying with the latest internationally agreed standards for transparency and disclosure of information for tax purposes. As part of this, the Cayman Islands has entered into many tax information exchange or disclosure agreements with foreign jurisdictions. Historically such intergovernmental agreements have typically related to provision of information upon a specific request by a foreign tax, tax information or regulatory authority, however more recently intergovernmental agreements have been entered into by the Cayman Islands which provide for the automatic collection and disclosure to foreign tax, tax information, regulatory or other governmental bodies or authorities of Shareholder personal information.

In particular, the Cayman Islands has entered into an intergovernmental agreement to improve international tax compliance and the exchange of information with the United States (the "US IGA"). The Cayman Islands has also signed, along with approximately 109 other countries, a multilateral competent authority agreement to implement the OECD Standard for Automatic Exchange of Financial Account Information – Common Reporting Standards (the "CRS"). Cayman Islands Regulations were passed on 4 July 2014 to give effect to the US IGA, and on 16 October 2015 to give effect to CRS (each as amended from time to time, and collectively, the "Regulations"). Pursuant to the Regulations, the Cayman Islands Tax Information Authority ("TIA") has published guidance notes on the application of the US IGA and the CRS. All Cayman Islands "Financial Institutions" are required to comply with the reporting requirements of the Regulations, unless they can rely on an exemption that allows them to become a "Non-Reporting Financial Institution" (as defined in the Regulations). The Fund does not rely on any reporting exemption and complies with the registration, due diligence and reporting requirements of the Regulations. The Regulations require the Fund to, among other things, (i) register with the IRS to obtain a Global Intermediary Identification Number, (ii) register with the TIA, and thereby notify the TIA of its status as a "Reporting Financial Institution", (iii) conduct due diligence on its accounts to identify whether any such accounts are considered reportable and (iv) report information on such accounts to the TIA. The TIA will exchange the information reported to it with the IRS and CRS participating jurisdictions annually on an automatic basis. The Administrator, the Investment Manager, the General Partner and the Investment Adviser will also have to comply with similar obligations.

Each Shareholder is required to provide to the Fund and its service providers all such information and documentation as the Fund, and/or its service providers such as the Administrator, the Investment Manager, the General Partner and the Investment Adviser, may require in order to comply with the Regulations and any such other intergovernmental agreement or implementing legislation (or direct agreement or registration) from time to time and to avoid or mitigate any relevant withholding or other tax that might otherwise be incurred or suffered directly or indirectly by the Fund or its service providers. Such information and documentation will typically relate to



the identity, nationality and residence of the Shareholder and its direct and indirect owners and controllers. The Fund shall provide, and by subscribing or otherwise acquiring Investor Shares each Shareholder authorises the Fund to provide, such documentation and information as well as information with respect to the affairs of the Fund and the Shareholders to any relevant tax, tax information, regulatory or other governmental body or authority including the TIA. Disclosure of any relevant information or documentation by the Fund or the Cayman Islands TIA or any other tax, tax information, regulatory or other governmental body or authority will not be regarded as a breach of any duty of confidentiality.

A Shareholder or former Shareholder who fails to provide any requested information or documentation may cause the Fund to suffer or incur, directly or indirectly, withholding or other tax which the Fund would not otherwise suffer or incur. Any such Shareholder or former Shareholder, and any Shareholder or former Shareholder otherwise causing the Fund to suffer certain withholding or other taxes, may be subject to material financial and other consequences as set out in the section entitled "*General Information Concerning the Fund - Compliance with Laws, Tax Mitigation, FATCA/CRS and Investor Personal Data*". To the extent that the Fund is unable to pass the financial and other consequences of such loss, penalty, withholding tax or other tax to the Shareholder or former Shareholder who caused such loss, penalty, withholding tax or other tax to be suffered or incurred, the Fund and all Shareholders will bear the financial consequences including such loss, penalty, withholding tax or other tax, accordingly.

#### *Cayman Islands Data Protection Law*

The Cayman Islands Data Protection Law, 2017 came into force on 30 September 2019. The Data Protection Law introduces obligations on data controllers, such as the Fund, the Investment Manager, the General Partner and the Administrator, in relation to the processing of personal data, and rights for data subjects, including, among others, the following obligations: (a) the data must be processed fairly and on the basis of one of the grounds for processing as set out in the Data Protection Law; (b) data must be obtained for a specified lawful purpose; (c) data must be adequate, relevant and not excessive in relation to the purpose for which it was processed; (d) data must be accurate and, where necessary, kept up to date; (e) data must not be kept for longer than is necessary; (f) data must be processed in accordance with the rights of the data subject; (g) appropriate technical and organisational security measure must be taken to prevent unauthorised or unlawful processing, accidental loss or destruction; and (g) the data may not be transferred to a country unless that country ensures an adequate level of protection for the rights and freedoms of data subjects.

If there are breaches of these measures, the Fund could face administrative and monetary sanctions as well as reputational damage which may have a material adverse effect on its operations, financial condition and prospects.

In the course of business, the Fund will collect, record, store, adapt, transfer and otherwise process information by which prospective and actual Shareholders may be directly or indirectly identified ("personal data"). The Fund and/or any of its delegates or service providers, may process investor personal data for any one or more of the purposes and legal bases set out in Fund's Privacy Notice contained in the Fund's Subscription Book. Where specific data processing is based on consent (e.g. for marketing purposes), that Shareholder has the right to withdraw such consent at any time. Prospective and actual Shareholders have the right to request access to their personal data kept by the Fund and the right to rectification of their personal data and to restrict or object to processing of their data, subject to any restrictions imposed by any applicable data protection or other relevant legislation. Prospective and actual Shareholders are required to provide their personal data for statutory and contractual purposes. Failure to provide the required personal data or an objection to processing may result in the Fund being unable to accept, permit, process, or release the prospective and actual Shareholder's investment in the Fund and this may result in the Fund terminating its relationship with them. For more information on the Fund's data protection policies, please see the Privacy Notice set out in the subscription agreement for the Fund.

### *Reliance on Service Providers*

Neither the Fund nor the Investment Manager or the General Partner operate material internal functions to manage the administration of the assets of the fund, the process of subscriptions and redemption of Investors Shares, the calculation of NAV and various other administrative functions relating to the operation of the Fund. These functions are carried out by the Administrator and other relevant third party service providers pursuant to the terms and conditions of the agreements and arrangements entered into with such service providers. The Fund and the Investment Manager's reliance on such third party service providers mean that in the event that such service providers do not perform their functions or that any agreements or arrangements which such service providers are terminated or suspended, there is a risk that such non-performance, termination or suspension will have an adverse effect on the Fund and the ability of the Fund and the Investment Manager to carry out such functions independently which may cause losses and/or delays in the subscriptions, redemption and valuations which may have an adverse effect on Shareholders investments in the Fund.

### *No Separate Counsel; No Independent Verification*

Travers Thorp Alberga acts as Cayman Islands counsel to the Fund the Investment Manager and the General Partner and Timblick & Partners acts as the Thai legal counsel to the Fund, the Investment Manager, the General Partner and the Investment Adviser. Neither Travers Thorp Alberga nor Timblick & Partners represent the investors in the Fund and no independent counsel has been retained to represent investors in the Fund. Neither Travers Thorp Alberga nor Timblick & Partners is responsible for any acts or omissions of the Fund, the Investment Manager, the General Partner or the Investment Adviser (including their compliance with any guidelines, policies, restrictions or applicable law, or the selection, suitability or advisability of their investment activities) or any administrator, accountant, custodian/broker or other service provider to the Fund, the Investment Manager, the General Partner or the Investment Adviser. This Confidential Private Placement Memorandum was prepared based on information furnished by the Investment Manager which has not been independently verified by counsel.

### *Conflicts of Interest*

The Investment Manager, the Investment Adviser, the Directors and the Administrator (and their respective shareholders, investors, directors, officers and employees) may from time to time act as, or be involved with a person acting as, distributor, promoter, investment manager, investment adviser, registrar, transfer agent, administrator, trustee, account keeper, broker, director or placing agent to, or be otherwise involved in, other collective investment schemes or clients which have similar investment objectives to those of the Fund or may otherwise provide discretionary fund management or ancillary administration, account keeper or brokerage services to investors with similar investment objectives to those of the Fund. It is, therefore, possible that any of them may, in the course of their business, have potential conflicts of interests with the Fund. Each will at all times have regard in such event to their respective obligations under Cayman Islands law to act in the best interests of the Fund so far as practicable, having regard to its obligations to other clients, when undertaking any investments where conflicts of interests may arise and they will endeavour to resolve such conflicts fairly and in the manner required by the law. The Investment Manager, the Investment Adviser and the Directors shall devote such time as they may determine appropriate to the conduct of the business of the Fund.

The General Partner and the Investment Adviser have promoted the establishment of the Fund and the Investment Manager [and the General Partner] own all the Management Shares of the Fund. Pon Van Compennolle is a Director of the Fund, a director of the General Partner and a director of the Investment Adviser. The Directors of the Fund and the General Partner have or may have an economic interest in the business of the Investment Manager and/ or the General Partner (and thus the Fund) and the Investment Adviser. The Investment Manager and the Investment Adviser's owners, controllers, officers and/or its or their related entities, including the General Partner have or may have, and may establish or continue to have, other business, and personal relationships with the Directors.

The Investment Manager, the General Partner and the Investment Adviser are, or may be, engaged in the business of discretionary management and advising client investors, including other investment vehicles, in the purchase and sale of securities and financial instruments, and may be managing or advising other accounts during the same period that they are responsible for managing the account of the Fund using the same or different information and trading strategies which it obtains, produces or utilises in the performance of services for the Fund. Moreover, if the Investment Manager makes trading decisions for such accounts and the accounts of the Fund at or about the same time, the Fund may be competing with such other accounts for the same or similar positions (or making opposite trading decisions for such other accounts to the trading decisions made for the Fund). The Investment Manager will endeavour to ensure that all investment opportunities are allocated on a fair and equitable basis between the Fund and such other accounts. The Investment Manager will seek in its decision making procedures and organisational structures to ensure fair treatment of all Shareholders by adhering to applicable laws, any relevant policies and procedures it has adopted in respect of the Fund and the terms of the Articles. The policies of the Investment Manager relating to the fair treatment of clients are available to Shareholders upon request.

The Fund has been established and promoted by the General Partner and the Investment Adviser. The Directors believe that the fees, rebates, commissions and compensation payable to the General Partner, Investment Manager and the Investment Adviser are consistent with normal market rates for investment funds of a similar type to the Fund.

Each of the Investment Manager, the General Partner and the Investment Adviser may, in their sole discretion, enter into rebate or other arrangements with respect to affiliates or other designated Shareholders which have the effect of reducing, waiving or calculating differently the management fee and/or performance fee with respect to such Shareholders (and the Fund may create bespoke Series of Investor Shares in connection therewith). Each of the Investment Manager, the General Partner and the Investment Adviser, in their discretion, may use any portion of the management fee and/or the performance fee to compensate third parties who assist Shareholders in connection with an investment in the Fund. In addition, the Investment Manager, the General Partner and the Investment Adviser with the consent of the Directors may extend rights of information and consultation to certain Shareholders provided that such rights shall only be extended where it is determined by the Directors that the resulting arrangements should have the effect of benefiting the Fund as a whole.

The Directors will seek to ensure that any conflict of interest is resolved fairly and in the interests of the Fund.

## DIRECTORS AND SERVICE PROVIDERS

### The Fund

#### Directors

The Board of Directors is responsible for managing the affairs of the Fund in accordance with the Articles and for the overall supervision of the activities of the Investment Manager, the Investment Adviser, the Administrator, the Custodian and other service providers. The Board of Directors also decides upon matters of general policy.

#### *Gancanapol (Pon) Van Compernelle*

Mr. Van Compernelle has worked on the investment buy-side for the last 16 years running absolute mandates focused on Thailand listed equities. Most recently he managed the Private Funds of Siam Commercial Bank Securities Company Limited and has advised both Institutional Clients and High Net Worth individuals on Global Asset Allocation. He is registered with CIMA under the Directors Registration and Licensing Law 2014 of the Cayman Islands and serves as a Director of Investment Funds and Companies. Mr. Van Compernelle holds an M.Sc. in Financial Analysis from the University of San Francisco and a B. Econ. degree from the University of Sydney.

#### *Ravi Neville*

Mr. Neville was a senior member of the operational due diligence team within a large Sovereign Wealth Fund in the Middle East from 2014 to 2018 covering investment managers across global jurisdictions and asset classes. Since 2013 he was formerly a Principal and Head of Mercer Sentinel Pacific based in Sydney, Australia. Mr. Neville led the regional operational, risk and management consulting business where he specialised in the provision of operational and risk solutions in relation to the full spectrum of middle and back office functions. In this capacity, he provided advice to boards, trustees and investment committees for a range of global institutional clients. Mr. Neville was a member of the Global Mercer Sentinel Leadership team and the Mercer Sentinel Ratings committee. Previously, he was Head of Mercer Sentinel Asia based in Singapore from 2010 until 2013 working with institutional clients across Asia. Between 2003 and 2010 Mr. Neville was a Principal in the Hedge Funds business at Investcorp where he held a number of senior roles within its Fund Administration Group and also as Head of Fund Structuring based in both London and Bahrain. From 2000 to 2003 Mr. Neville managed the Funds Administration and Trading team at AIG Life in the UK. He was previously an Actuarial analyst with Colonial, UK.

He is registered with CIMA under the Directors Registration and Licensing Law 2014 of the Cayman Islands. Furthermore, Mr. Neville is a CFA Charterholder and he graduated from King's College, University of London with a BSc. (Hons) in Mathematics and Philosophy.

#### *Kris Panijpan*

Dr. Panijpan is currently Managing Partner at 9Basil, an investment and advisory firm based in Thailand. He has led several International Investment Banking organisations since 2011. Most recently he was Head of International Investment Banking for Nomura covering cross border transactions.

He is registered with CIMA under the Directors Registration and Licensing Law 2014 of the Cayman Islands. Furthermore, Mr. Panijpan is a CFA Charterholder and he graduated from London School of Economics and Political Science with a Ph.D in Law.

#### Investment Manager

Pursuant to an investment management agreement (the “**Investment Management Agreement**”),

the Fund has appointed Ross & Van Compernelle L.P. as Investment Manager to manage the Fund. The Investment Manager will provide investment management services to the Fund and will have discretionary portfolio management powers over the investments of the Fund. The Investment Manager will seek investment advice from the Investment Adviser. The Investment Manager is subject to the overall control and supervision of the General Partner.

The Investment Management Agreement is for an unlimited term and may be terminated by any party giving a minimum of 90 calendar days' written notice (or earlier upon certain specified breaches or circumstances). The Investment Manager, the General Partner and their directors, shareholders, officers, employees, affiliates, and their respective legal representatives (each, an "**Indemnified Party**"), shall not be liable to the Fund or its shareholders for certain specified acts or omissions including any acts or omissions, or any error of judgment or for any loss suffered by them in connection with the management of the Fund or the provision of any services under the Investment Management Agreement, except those resulting from the negligence, wilful misconduct, wilful default, fraud or bad faith by such Indemnified Party.

The Investment Manager shall exercise the due care of a prudent professional investment manager in the performance of its duties and shall use its best efforts, skill and judgement and all due care in performing its duties and obligations and exercising its rights and authorities.

The Investment Manager is a Cayman Islands exempted limited partnership and has registered with the Cayman Islands Monetary Authority as a "registered person" under the Securities and Investment Business Law of the Cayman Islands. Pursuant to such registration, the Investment Manager is authorised to conduct investment business on behalf of the Fund; however the Fund is not subject to regulation, supervision or monitoring by the Cayman Islands Monetary Authority. The General Partner promoted the establishment of the Fund and together with the Investment Manager owns all the Management Shares of the Fund. The Directors of the General Partner are Gancanapol (Pon) Van Compernelle and Jeremy Lionel Ross each of whom are registered under the Directors Registration and Licensing Law, 2014 of the Cayman Islands. The Investment Manager is, and is expected to be, owned by the directors and staff of the Investment Manager (or their trusts, family members or personal holding companies).

#### **Investment Adviser**

Pursuant to an investment advisory agreement between the General Partner, the Investment Manager and the Investment Adviser (the "**Investment Advisory Agreement**"), the General Partner and the Investment Manager have appointed Hybrid Partners Limited as investment adviser to advise the Investment Manager on the investment business of the Fund. The Investment Adviser is a Bangkok based investment advisory company and Gancanapol (Pon) Van Compernelle is its authorised director.

The Investment Advisory Agreement is for an unlimited term may be terminated by any party giving a 90 calendar days' written notice. The Investment Adviser may, as provided in the Investment Advisory Agreement between the Fund and the Investment Adviser, engage delegates or agents.

#### **Administrator**

DBS Bank Limited has been appointed to act as administrator, registrar and transfer agent pursuant to an administration agreement between the Fund and the Administrator (the "**Administration Agreement**"). Under the terms of the Administration Agreement, and subject to the overall supervision of the Directors, the Administrator will, in respect of the Fund, receive subscription monies, maintain the accounting records and the register of Shareholders (including processing the issue, redemption and transfer of Investor Shares) and calculate the Net Asset Value.

In calculating the Net Asset Value, the Administrator may rely upon such automatic pricing services as it will determine and will (in the absence of fraud, negligence or wilful default on the

part of the Administrator or any of its affiliates) not be liable for any loss suffered by the Fund or any Shareholder by reason of any error thereto resulting from any inaccuracy in the information provided. In calculating the Net Asset Value, the Administrator will use reasonable endeavours to verify pricing information supplied by the Investment Manager, the General Partner or any connected person thereof (including a connected person which is a broker, market maker or other intermediary). However, in certain circumstances it may not be possible or practicable for the Administrator to verify such information and, in such circumstances, the Administrator will not be liable for any loss suffered by the Fund or any Shareholder or any other person by reason of any error in calculation resulting from any inaccuracy in the information provided.

In circumstances where the Administrator uses particular pricing services, brokers, market makers or other intermediaries it will not be liable for any loss suffered by the Fund or any Shareholder by reason of any error in the calculation of the Net Asset Value resulting from any inaccuracy in the information provided. Further, where the investments of the Fund include investments in collective investment schemes, the Administrator may rely on the price (including estimated prices) provided by the manager, administrator or valuation agent of such scheme, and in such circumstances the Administrator will not be liable for any loss suffered by the Fund or any Shareholder by reason of any error in the price provided.

The Fund will indemnify the Administrator from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever ("Losses") (other than Losses resulting from the fraud, negligence or wilful default on the part of the Administrator or any agent which is an affiliate) which may be imposed on, incurred by or asserted against the Administrator in performing its obligations or duties under the Administration Agreement.

The Administrator is a service provider to the Fund and will not have any responsibility or authority to make investment decisions, nor to render investment advice with respect to the assets of the Fund. The Administrator does not act in any supervisory or oversight capacity with respect to the Investment Manager, the Investment Adviser, the Fund or its assets and shall have no responsibility in respect thereof. Therefore, potential investors should not rely upon the Administrator in deciding whether or not to invest in the Fund or its Investor Shares.

The Administrator has no responsibility for monitoring compliance by the Fund or the Investment Adviser with any investment policies or restrictions to which they are subject. The Administrator is responsible and liable only for the administration services that it provides to the Fund pursuant to the Administration Agreement. The Administrator does not accept any responsibility or liability for any losses suffered by the Fund or the Investment Adviser as a result of any breach of such policies or restrictions by the Fund or the Investment Adviser.

Furthermore, the Administrator is a service provider to the Fund and, as such, bears no responsibility for the content or accuracy of this Confidential Private Placement Memorandum. The Administration Agreement is terminable by either party on 60 days' prior written notice to expire on the last day of a calendar quarter (or earlier upon certain specified breaches or circumstances). The Administrator is not involved directly or indirectly with the business affairs, organisation, sponsorship or management of the Fund.

The Administration Agreement is governed by Singapore law and is subject to the jurisdiction of the courts of Singapore.

### **Custody**

DBS Bank Limited acts as custodian of substantially all of the assets of the Fund. Securities are purchased, held and sold through accounts of the Custodian with depositaries. The Custodian, however, has no management powers over the investments of the Fund but merely implements the investment instructions of the Investment Manager. The Custodian will therefore not be responsible in any way for such investment decisions or for whether such investment decisions fall within the

investment objectives of the relevant class.

Under a Custodian Agreement, as amended, between the Fund and the Custodian, the services of the Custodian may only be terminated by the Fund on 60 days' notice in the absence of a breach by the Custodian of such agreement or upon the liquidation of the Custodian. The Fund will indemnify the Custodian for all liability incurred by the Custodian from its services hereunder arising other than by reason of fraud, negligence or wilful misconduct of the Custodian.

The Custodian will receive its fee for providing its services as Custodian to the Fund, from the fee paid by the Fund to the Administrator. It will also be reimbursed by the Fund for all custody and other charges incurred by it in relation to the Fund charged by depositaries.

#### **Legal Advisers to the Fund**

The advisers to the Fund, the Investment Manager and the General Partner as to matters of Cayman Islands law are Travers Thorp Alberga and as to matters of Thai law are Timblich & Partners and Timblich & Partners acts as the Thai legal counsel to the Investment Adviser. Travers Thorp Alberga and Timblich & Partners do not represent any current or prospective investors. In connection with this offering of Investor Shares and ongoing advice to the Fund, the Investment Manager, the General Partner and the Investment Adviser and their affiliates, the above advisers will not be representing investors in the Fund, and no separate counsel has been engaged to independently represent the Shareholders in the Fund in connection with these matters.

#### **Auditors**

PricewaterhouseCoopers are the Auditors for the Fund. The engagement letter entered into between the Fund and the Auditors contains provisions materially limiting the liability of the Auditors to the Fund and as to the Fund providing material indemnification to the Auditors.

#### **Cayman Islands AML Appointees**

As of 30 September 2018 the Cayman Islands Monetary Authority required all regulated investment funds to appoint natural persons as their Compliance Officer, Money Laundering Reporting Officer and Deputy Money Laundering Reporting Officer. The Fund has appointed senior individuals from the Investment Advisor to carry out the designated roles. Investors may obtain details (including contact details) of the current Compliance Officer, Money Laundering Reporting Officer and Deputy Money Laundering Reporting Officer of the Fund by contacting the Investment Manager at the address given in the directory.

## FEES AND EXPENSES

### Investment Management Fee

The Investment Manager is entitled to base management fees of 1.5% per annum of the Net Asset Value of the Class A Investor Shares. Such fees shall be payable monthly in arrear at a rate of 1/12<sup>th</sup> of 1.5% of the prevailing month end Net Asset Value of each Series of Class A Investor Shares. Such fees shall be allocated to the relevant Series of Class A Investor Shares.

For the purpose of calculating the investment management fee, the Net Asset Value is determined before the accrual or deduction of any distributions, redemptions or fees payable to the Investment Manager for the applicable period. The investment management fee is payable to the Investment Manager whether or not the Fund is profitable.

### Performance Fee

The Fund shall pay the Investment Manager performance fees (the “**Performance Fees**”) on a Share by Share basis in respect of each Class A Investor Share.

A Performance Fee will be assessed (and, as applicable, shall be payable) in respect of each Class A Investor Share in respect of each Performance Period. The initial Performance Period shall be the period from the initial Subscription Day of a Class A Investor Share to the last Redemption Day of the year of issue of such Class A Investor Share, and thereafter shall be the annual period running year to year between the last Redemption Day of each year (provided that a Performance Period shall also end (i) with respect to a Class A Investor Share the subject of redemption, on the applicable Redemption Day, (ii) on the effective date that the Investment Manager ceases to be the Investment Manager to the Fund or entitled to fees as the Fund's Investment Manager, and (iii) on the date when the Fund dissolves or terminates). The Performance Fees shall be attributed to and debited from the relevant Series of Class A Investor Shares.

In respect of each Class A Investor Share of a Series the amount of the Performance Fee shall equal 15% of the positive excess (including unrealized gains), if any, of the Net Asset Value per Investor Share of such Class A Investor Share determined on the last day of each Performance Period over the High Water Mark of that Class A Investor Share.

The “High Water Mark” of a Class A Investor Share shall be: (a) the Net Asset Value per Investor Share of such Class A Investor Share at the end of the most recent Performance Period in respect of which a Performance Fee was paid in respect of such Class A Investor Share (less the aggregate amount of dividends paid or payable in respect of such Class A Investor Share since such date), or, in case of the first Performance Period for such Share, (b) the issue price of such Class A Investor Share (less the aggregate amount of dividends paid or payable in respect of such Share since such date). In addition, the High Water Mark shall be proportionally adjusted upon any subdivision or consolidation of Class A Investor Shares.

The effect of the High Water Mark mechanism is that no Class A Investor Share shall bear Performance Fees unless the Class A Investor Share exceeds the greater of its issue price and its subsequent highest previous Net Asset Value per Investor Share at the end of any subsequent Performance Period for that Class A Investor Share (adjusting as appropriate for the effect of any dividend, subdivision or consolidation in respect of Class A Investor Shares). The Performance Fees shall be calculated after the accrual of all fees, costs and expenses of the Fund including the management fees; provided that the accruing Performance Fees shall be disregarded in the computation of the Performance Fees. The Performance Fees shall be accrued monthly.

The Performance Fees are due and payable at the end of each Performance Period by payment in cash to the Investment Manager. If Shareholders elect to redeem their Class A Investor Shares before the end of a given Performance Period, the Performance Fees then accrued with respect to the redeemed Class A Investor Shares will be payable to the Investment Manager upon such redemption.



In order to ensure that the Performance Fees are properly charged only to those Class A Investor Shares that have appreciated in value, Class A Investor Shares will be issued in Series with a separate Series being issued on each Subscription Day during the Performance Period in order equitably to reflect the different Performance Fees attributable to each Series. At the end of each Performance Period all Series which are subject to Performance Fees (other than the oldest such Series) shall be converted into the oldest Series of Class A Investor Shares which is subject to a Performance Fee. The conversion will be effected by the redemption of the current Series of Class A Investor Shares by the Fund and the Fund applying the proceeds to purchase Class A Investor Shares of the new Series at the prevailing Net Asset Value per Investor Share thereof (and accordingly such Net Asset Value per Investor Share shall be the initial High Water Mark for the Class A Investor Shares arising upon conversion). Where such conversion is effected no redemption fee will be levied, and for the purposes of the applicability of such fee a Shareholder's residual holding will be deemed to be issued as of the original Subscription Day when the relevant Shares were subscribed.

### **Investment Adviser Fees**

The Investment Adviser shall be compensated by the Investment Manager from the investment management and performance fees described above and, accordingly, the Investment Adviser will not charge additional fees to the Fund. The service fees for the provision of investment advice from the Investment Adviser pursuant to the terms of the Investment Advisory Agreement are (a) 10% of the investment management fee paid by the Fund to the Investment Manager; and (b) 10% of the Performance Fee paid by the Fund to the Investment Manager.

### **Directors Fees**

The remuneration to be paid to the Directors, if any, shall be such customary remuneration as the Directors shall determine and shall initially be at the rate of USD3,000 per annum.

### **Administrator Fees**

The Administrator charges the Fund its fees, costs and expenses at customary rates for its services to the Fund.

### **Establishment, Organisational and Operating Expenses**

The Fund will pay all its fees, costs and expenses incurred in its operation, including without limitation, the costs, fees and expenses of all transactions, all custody and prime brokerage fees, all brokers' commissions, all costs of voting and costs of exercise of rights, all taxes and fees, the costs, fees and expenses for legal, auditing and other professional services, registration and filing fees, premiums for Directors and officers liability insurance and other expenses due to regulatory, supervisory and fiscal authorities or agencies in various jurisdictions in relation to the obtaining and maintenance of authorisations, registrations or stock exchange listings of the Fund or the Investor Shares or otherwise and all professional and other fees and expenses in connection therewith and the cost of publication of the Net Asset Value per Investor Share of each Series and other fees, costs and expenses incurred in connection with the conduct of its business and the offering or promotion of Investor Shares.

The Fund shall be responsible for and shall discharge or reimburse the Investment Manager or the General Partner for all reasonable out of pocket expenses which are suffered or incurred by the Investment Manager or the General Partner in the performance of their duties. The Fund shall not pay the other expenses of the Investment Manager, the General Partner or the Investment Adviser, other than the reasonable share of the costs of registration of the Investment Manager and the directors of the General Partner under the Securities Investment Business Law and the Directors Registration and Licensing Law of the Cayman Islands.

### **Amortisation of Initial Expenses**

Under International Financial Reporting Standards, establishment, organisational and operating expenses should be expensed as incurred and amortised over not more than 12 months. However such expenses will be amortised over a period of 36 months, because the Directors believe that such treatment is more equitable than expensing the entire amount during the first year of operations. As a result, the Fund's financial statements may contain qualifications reflecting these treatments.

## SUBSCRIPTIONS FOR INVESTOR SHARES

### Subscriptions

Investor Shares of the relevant Class may be issued on monthly Subscription Days in Series.

The Fund currently has available one Class of Investor Shares: Class A Investor Shares.

On each Subscription Day, the Investor Shares may be issued in one or more Series to proposing investors at USD 100 per Investor Share (or at such other price as the Directors may determine). Any bank charges in respect of electronic transfers will be deducted from subscriptions and only the net amount invested in Investor Shares.

The minimum initial subscription for Investor Shares is USD100,000. The Directors may refuse any application for Investor Shares in whole or in part. The minimum follow on subscription for Investor Shares is USD100,000.

Applications for Investor Shares should first be sent so as to arrive at the Administrator's office no later than 2 p.m. (Singapore time) at least fourteen (14) Business Days before the relevant Subscription Day or such later time as the Directors or their designee may from time to time permit. Cleared subscription monies should be received no later than 2 p.m. (Singapore time) seven (7) Business Days before the relevant Subscription Day or such later time as the Directors or their designee may from time to time permit. Applications which are received late or funds which are not cleared by the relevant time may be held over and invested at the next Subscription Day. The original signed subscription application should be sent to the Administrator.

Any application for Investor Shares may be refused by the Fund in whole or in part, with or without giving reasons therefore. Completed applications may not be revoked once they have been received by the Administrator unless the Directors otherwise determine before the relevant Subscription Day. Where a subscription for Investor Shares is accepted, the Investor Shares will be treated as having been issued with effect from the relevant Subscription Day notwithstanding that the subscriber for those Investor Shares may not be entered in the Fund's register of Shareholders until after the relevant Subscription Day. The subscription monies paid by an applicant for Investor Shares will accordingly be subject to investment risk from the relevant Valuation Day. Shares will be issued in book entry form on the Register of Shareholders of the Fund. Unless the Directors otherwise determine, no certificates shall be issued in respect of any Investor Shares.

The Directors may at their discretion declare additional days or notice periods upon which subscriptions will be accepted. No subscription fee is payable to the Fund upon a subscription for Investor Shares, though share distribution and placing agents may apply their own subscription fees and charges. The Fund may issue fractional shares rounded to five decimal places or such other fraction as the Directors may determine and any excess amount arising from any subscription shall be retained by the Fund.

The Subscription Agreement for Investor Shares shall be governed by Cayman Islands law (and requires the Investor to submit to the jurisdiction of the Cayman Islands courts) and, together with the Memorandum and Articles of Association of the Fund, sets out the terms of investment of the investor in the Investor Shares. All holders of Investor Shares are entitled to the benefit of, are bound by and are deemed to have notice of the provisions of the Memorandum and Articles of Association of the Fund, copies of which are available from the Fund's registered office.

## **Anti-Money Laundering**

In order to comply with regulations aimed at the prevention of money laundering and combating of terrorist financing (“**AML Regime**”), the Fund, or the Administrator on its behalf, is required to adopt and maintain anti-money laundering procedures, and will require detailed verification of identity and source of funds from all prospective investors. Such verification may be required at any time, including before the deadline for the submission of applications. Once the prospective investor has become a Shareholder, on-going periodic verifications may also be conducted.

Although certain due diligence exceptions may be available under the AML Regime, the Fund, the Administrator, the Investment Manager, the General Partner and the Investment Adviser reserve the right to request such information as is necessary to verify the identity and source of funds of a prospective investor (i.e. a subscriber or a transferee). The Administrator will notify applicants if proof of identity is required. By way of example an individual will be required to produce a copy of a passport or identification card duly certified by a public authority such as a notary public, the police or the ambassador in his country of residence, together with evidence of his address such as a utility bill and/or bank statement. In the case of corporate applicants this may require production of a certified copy of the Certificate of Incorporation (and any change of name) and of the Memorandum and Articles of Association (or equivalent), and of the names and residential and business addresses of all directors and beneficial owners, together with their respective forms of proof of identity.

Any information obtained from the prospective investor, or in relation to the prospective investor, its investments in the Fund or its business, may be disclosed by the Fund or the Administrator (i) to third parties, within or outside the jurisdiction, including, inter alia, affiliates, the Investment Adviser, service providers and/or regulatory, legal, fiscal and administrative authorities, in the course of conduct of business of the Fund or the Administrator, and (ii) to the Investment Adviser and the Investment Manager, upon request. Such disclosures shall not be treated as a breach of any restriction on the disclosure of information imposed by law or otherwise.

In the event of delay or failure on the part of a prospective investor in producing any information required for verification purposes, the Fund or the Administrator on the Fund’s behalf, may refuse to accept the application or forcibly redeem the subscriber’s position, in which case any funds received will be returned without interest in due course to the account from which they were originally debited, or dealt with by the Fund or the Administrator in compliance with the AML Regime.

The Fund and the Administrator on the Fund’s behalf, also reserve the right to refuse to make any redemption or dividend payment to a Shareholder if the Directors, the Administrator, the Investment Manager, the General Partner or the Investment Adviser suspect or are advised that the payment of redemption or dividend proceeds to such Shareholder may be non-compliant with the AML Regime or any other applicable laws or regulations, or if such refusal is considered necessary or appropriate to ensure the compliance by the Fund, the Administrator, the Investment Manager, the General Partner or the Investment Adviser with the AML Regime or any other applicable laws or regulations. In the event of failure by an existing Shareholder to produce any information required for verification purposes, such Shareholder’s Shares may be compulsorily redeemed and payment of the corresponding redemption proceeds will be delayed until all the required information and documentation is received by the Fund or the Administrator on the Fund’s behalf.

Each applicant for Investor Shares acknowledges that the Administrator shall be held harmless against any loss arising as a result of a failure to process his application for, or request for the redemption of, Investor Shares if such information and documentation as has been requested by the Administrator has not been provided by the applicant.

Each applicant for Investor Shares will be required to make such representations as may be required by the Directors in connection with anti-money laundering programmes, including, without limitation, representations that such applicant is not a prohibited country, territory,

individual or entity listed on the United States Department of Treasury's Office of Foreign Assets Control ("**OFAC**") website or under equivalent regulations applicable in the EU or the UK (as may be extended to the Cayman Islands) and that it is not directly or indirectly affiliated with any country, territory, individual or entity named on an OFAC list or prohibited by any OFAC sanctions programmes. Each applicant will also be required to represent that subscription monies are not directly or indirectly derived from activities that may contravene United States federal or state, or international, laws and regulations, including anti-money laundering laws and regulations.

If any person resident in the Cayman Islands knows or suspects or has reasonable grounds for knowing or suspecting that another person is engaged in criminal conduct or is involved with terrorism or terrorist property and the information for that knowledge or suspicion came to their attention in the course of business in the regulated sector, the person will be required to report such knowledge or suspicion to (i) the Financial Reporting Authority of the Cayman Islands, pursuant to the Proceeds of Crime Law, 2014 of the Cayman Islands, if the disclosure relates to criminal conduct or money laundering, or (ii) a police officer of the rank of constable or higher, pursuant to the Terrorism Law (2011 Revision) of the Cayman Islands, if the disclosure relates to involvement with terrorism financing the property. Such a report shall not be treated as a breach of confidence or of any restriction upon the disclosure of information imposed by any enactment or otherwise. The Fund, the Administrator, the Investment Manager, the General Partner and the Investment Adviser may be obligated to submit similar reports to other regulatory authorities and such reports shall not be treated as a breach of any restriction upon the disclosure of information imposed by any enactment or otherwise.

In accordance with Cayman Island anti-money laundering regulations, the Fund will establish and maintain policies and procedures for the prevention and detection of money laundering and terrorist financing, including the appointment of an anti-money laundering compliance officer, a money laundering reporting officer and a deputy money laundering reporting officer. The contact details of those officers from time to time are available upon request. The Fund and/or the Administrator may develop additional procedures to comply with applicable anti-money laundering laws and regulations

The Fund, the Administrator, the Investment Manager, the General Partner and/or the Investment Adviser may develop additional procedures to comply with applicable AML Regime.

The Fund, the Directors, the Administrator, the Investment Manager, the General Partner and the Investment Adviser may also have responsibility to take certain other anti-money laundering measures under the laws and regulations of the Cayman Islands and other jurisdictions. Anti-money laundering regulations are developing and changing continually and the Fund, the Administrator, the Investment Manager, the General Partner and the Investment Adviser may be required to implement other anti-money laundering measures from time to time. Subscribers shall be aware that in order to comply with any applicable anti-money laundering regulations, whether in the Cayman Islands or any other applicable jurisdiction, certain information regarding prospective and actual Shareholders may be required to be transmitted to, or held in, other jurisdictions or disclosed to certain regulatory authorities in any applicable jurisdiction.

By subscribing, applicants consent to the disclosure by the Fund, the Directors, the Investment Manager, the Investment Adviser and the Administrator of any information about them to regulators, law enforcement agencies, tax or other applicable authorities under applicable regulation, including treaties.

### **Ineligible Applicants**

The subscription agreement for Investor Shares requires each prospective applicant for Investor Shares to represent and warrant to the Fund that, among other things, it is eligible to acquire and hold Investor Shares without violating applicable laws. The Directors, in their discretion, may

decline any subscription for Investor Shares (and may refuse any transfer thereof) with or without giving reasons therefore. Without limitation to the foregoing the Investor Shares may not be offered, issued or transferred to any person who might result in the Fund incurring any liability to taxation or suffering any other pecuniary disadvantage which the Fund might not otherwise incur or suffer, or would result in the Fund being required to register under any applicable U.S. or other jurisdiction's securities laws. Investor Shares may not be issued or transferred to any U.S. Person, except as permitted in the discretion of the Directors. Each applicant for and transferee of Investor Shares will be required to provide such representations, warranties or documentation as may be required to ensure that these requirements are met prior to the issue or the registration of any transfer of Investor Shares.

## REDEMPTIONS OF INVESTOR SHARES

### Redemptions

Subject to the terms of the Articles and the terms of this Confidential Private Placement Memorandum, Investor Shares may be redeemed on quarterly Redemption Days upon sixty calendar days' prior written notice. Redemptions of Investor Shares shall be at the prevailing Net Asset Value per Investor Share for the relevant Series, provided, however, that if Shareholders of any Class request redemption of more than 25 % of the aggregate outstanding Shares of such Class as of the relevant Redemption Day (such Shares being the "Available Shares"), then the aggregate amount requested to be redeemed will be reduced to the Available Shares, and the Available Shares will be allocated first to any Holdover Requests (as defined below) from prior Redemption Days and, second, pro rata to the Shareholders then requesting redemption at the subsequent Redemption Day.

Any redemption requests for shares in excess of the Available Shares ("Holdover Requests") will be held over until the next Redemption Day. At that time, each Holdover Request will be subject to the Available Shares limitation for that redemption period only to the extent the aggregate outstanding Holdover Requests exceed the Available Shares limitation. The Fund may increase the percentage of Available Shares in its sole discretion.

The Directors reserve the right in their absolute discretion to accept lesser periods of prior redemption notice on a case by case basis or otherwise generally for the Fund or for any Class on an on-going basis, in which latter event, the Fund will give notice of such change to the relevant Shareholders.

Any short notice redemption shall be subject to a redemption charge for the benefit of the Fund in an amount to be determined by the Board of Directors.

The Fund shall endeavour to pay the redemption proceeds within five Business Days after the relevant Redemption Day. Redemptions shall ordinarily be paid in USD. Redemptions and redemption payments may be suspended, deferred, delayed or modified as summarised herein.

Save in respect of short notice redemptions, no redemption fee shall be payable on the redemption of any Shares provided that a redemption fee of 3% of the redemption proceeds shall be payable to the Fund in respect of the redemption of any Shares that are redeemed by the Fund within a 2 year period from their date of subscription.

All redemption requests shall be subject to maintaining a minimum investment per investor in the Fund of USD 100,000 equivalent (unless this requirement is waived by the Directors and subject always to any minimum required by applicable law).

Requests for redemption should be made on the Redemption Request Form provided by the Fund and must be sent so as to arrive at the Administrator's office by post or by email (with originals to follow) by no later than 5.00 pm (Singapore time) on the relevant cut off day. The Directors may, in their discretion, for one or more investors reduce the notice period. The redemption request must be accompanied by such evidence of ownership as the Administrator may request. Shareholders may only withdraw redemption requests with the prior approval of the Directors or when the redemption of Investor Shares is suspended during any period when the determination of the Net Asset Value per Series of Investor Shares is suspended for the reasons outlined in the section entitled "*Determination of Net Asset Value, Reporting and Suspension – Temporary Suspension*". The Directors shall be entitled to refuse to redeem any Investor Shares until the certificates (if any) in respect of those Investor Shares have been returned to the Fund.

Where an investor holds more than one Series of Investor Shares, he shall be required to specify which Series is the subject of the redemption request.

Redemptions and the payment of redemption proceeds may be reduced, delayed or suspended as described herein.

### **Redemption Price**

Investor Shares shall be redeemed at the Net Asset Value per Investor Share for the relevant Series as of the Valuation Day falling on such Redemption Day. Payment to Shareholders will ordinarily be made in USD. A redemption charge may apply as set out under the section entitled "*Redemption of Investor Shares – Redemptions*".

The Fund shall endeavour to pay the redemption proceeds within five Business Days after the relevant Redemption Day. Ordinarily and subject to compliance with the AML Regime, redemption proceeds will be remitted to the account from which they came unless revised instructions are received from authorised person(s) or the investor directing the Administrator to send the redemption proceeds to a new account which must also be in the investor's name. Shareholders shall be removed from the register of Shareholders promptly after determination of the Net Asset Value per Investor Share for the relevant Series applicable to the redemption.

The Directors may in their sole discretion determine to effect redemption in specie by the appropriation of assets of the Fund of the relevant value in satisfaction or part satisfaction of the redemption proceeds payable to redeeming Shareholders. Any such redemption in specie will not materially prejudice the interests of the remaining Shareholders. In specie distributions may be made directly to the redeeming Shareholder or, alternatively, may comprise interests in special purpose vehicles established by the Fund for the purpose of liquidating the securities which are being transferred (either outright or by a participation interest) by the Fund; or may be distributed into a liquidating trust or account and sold for the benefit of such redeeming Shareholder. In either such case (i) payment to such Shareholder of that portion of his redemption attributable to such securities will be delayed until such time as such securities can be liquidated and (ii) the amount otherwise due such Shareholder will be increased or decreased to reflect the performance of such securities through to the date on which the liquidation of such securities is effected, and any applicable fees and expenses.

The Directors may decline, withhold, reduce, delay, cancel or modify any redemption or redemption payment including as summarised in the sections entitled "*Determination of Net Asset Value, Reporting and Suspension – Temporary Suspension*", "*General Information Concerning the Fund - Compliance with Laws and Tax Reporting*" and "*General Information Concerning the Fund – Material Valuation or Liquidity Difficulties*". After any period of suspension of redemptions, all outstanding redemption requests shall be treated as if they were wholly new redemption requests for the first Redemption Day falling after the cessation of the suspension.

### **Mandatory Redemption of Investor Shares**

The Directors reserve the right to redeem mandatorily any Investor Shares from any person with or without giving reasons therefore at the prevailing Net Asset Value per Investor Share for that Series.



## DIVIDENDS

The Directors do not intend to pay dividends on the Class A Investor Shares. Management Shares are not entitled to dividends.

Should, in exceptional circumstances, dividends be declared and paid to the holders of Investor Shares the prior approval of the Investment Manager must be given and any such dividend shall be limited to and paid out of funds lawfully available therefore including the share premium account. Upon payment of any dividend, appropriate adjustments shall be made to the performance fee. The Directors may decline, withhold, reduce, delay or cancel any dividend payment on any Investor Share as summarised in the section entitled "*General Information Concerning the Fund - Compliance with Laws, Tax Mitigation, FATCA/CRS and Investor Personal Data*".

## DETERMINATION OF NET ASSET VALUE, REPORTING AND SUSPENSION

The Net Asset Value of the Fund will be determined by the Administrator, under the overall supervision of the Directors, as described herein and shall be calculated in accordance with International Financial Reporting Standards. The Net Asset Value of the Fund will be expressed in the base currency of the Fund being USD, and will be determined at the close of business on the relevant market on the Valuation Day by ascertaining the value of the assets, less liabilities, of the Fund on the basis of the closing prices on the Business Day preceding the Valuation Day (or if no such closing price is available, the last available closing price); save in respect of the last Valuation Day of the calendar year which will apply closing prices as at the last Business Day of the year.

The Net Asset Value attributable to each Series of Investor Shares will be determined by attributing the pro-rata Net Asset Value of the Fund between each Series based on the respective Net Asset Value of each such Series at the immediately preceding Valuation Day and adjusted for subscriptions and redemptions as at each relevant Redemption Day and Subscription Day and will be stated in the relevant dealing currency of the Series. The Net Asset Value of each Series shall then be further determined by allocating a proportion of any increase or decrease in the Net Asset Value per Investor Share since the immediately preceding Valuation Day, being that portion which the Net Asset Value of each such Series on the immediately preceding Valuation Day bears to the Net Asset Value of the Fund at the immediately preceding Valuation Day (adjusted for subscriptions and redemptions as at each relevant Redemption Day and Subscription Day); provided that different entitlements, costs or liabilities which apply in respect of particular Series (including, without limitation, any management or performance fees), will be applied separately to the relevant Series. The Net Asset Value per Investor Share of each Series will be calculated by dividing the Net Asset Value attributable to the relevant Series by the number of Investor Shares in issue in such Series or deemed to be in issue therein as at the close of business on the relevant Valuation Day. See further the section entitled "*General Information Concerning the Fund - Separate Accounts*".

The value of the assets and liabilities of the Fund shall be determined as hereinafter provided by reference to the latest prices and values available, and the Directors, the Investment Manager, the Investment Adviser and the Administrator may rely upon any reputable system for the determination of prices, exchange rates or values for the purpose thereof.

### **Net Asset Value Calculation Rules**

The assets of the Fund shall be deemed to include all investments and other assets of every kind and nature (including prepaid expenses as valued and defined from time to time by the Directors) transferred or allocated to the Fund.

Any expense or liability for the Fund may be amortised over such period as the Directors may determine (and the Directors may at any time and from time to time determine to lengthen or shorten any such period), and the unamortised amount thereof at any time shall also be deemed to be an asset of the Fund.

The value of the assets and liabilities of the Fund shall be determined by the Administrator, in accordance with the Fund's Net Asset Value Calculation Policy, as updated from time to time, and attached as Appendix [•]. In summary, the Administrator, on behalf of the Fund, shall apply the following rules, unless otherwise determined by the Directors.

In calculating the Net Asset Value, the Administrator may rely upon such automatic pricing services as it will determine and will (in the absence of fraud, negligence or wilful default on the part of the Administrator or any of its affiliates) not be liable for any loss suffered by the Fund or any Shareholder by reason of any error thereto resulting from any inaccuracy in the information

provided. In calculating the Net Asset Value, the Administrator will use reasonable endeavours to verify pricing information supplied by the Investment Manager or any connected person thereof (including a connected person which is a broker, market maker or other intermediary). However, in certain circumstances it may not be possible or practicable for the Administrator to verify such information and, in such circumstances, the Administrator will not be liable for any loss suffered by the Fund or any Shareholder or any other person by reason of any error in calculation resulting from any inaccuracy in the information provided.

In circumstances where the Administrator uses particular pricing services, brokers, market makers or other intermediaries it will not be liable for any loss suffered by the Fund or any Shareholder by reason of any error in the calculation of the Net Asset Value resulting from any inaccuracy in the information provided. Further, where the investments of the Fund include investments in collective investment schemes, the Administrator may rely on the price (including estimated prices) provided by the manager, administrator or valuation agent of such scheme, and in such circumstances the Administrator will not be liable for any loss suffered by the Fund or any Shareholder by reason of any error in the price provided.

### **Adjustments to the Net Asset Value**

Prospective investors should be aware that the Net Asset Value per Investor Share and the subscription and redemption prices for Investor Shares will be based on unaudited financial records. If, as a result of the annual audit of the financial statements of the Fund or otherwise, an error in the calculation of the Net Asset Value per Investor Share of the relevant Series and/or the subscription prices and/or redemption prices for Investor Shares is subsequently discovered, the Net Asset Value per Investor Share of that Series and/or the subscription prices and/or redemption prices for Investor Shares on the relevant Subscription Day(s), Redemption Day(s) and/or Valuation Day(s) may be subject to retrospective adjustment at the discretion of the Directors. In which case, the Directors shall have power to adjust the value attributed to the relevant Investor Shares or Separate Accounts and to adjust holdings of Investor Shares by way of mandatory redemption of Investor Shares from Shareholders or the issue of additional Investor Shares to Shareholders for nil or *de minimis* consideration.

### **Publication of the Price of Investor Shares**

Except where the determination of the Net Asset Value per Investor Share of a Series has been suspended, in the circumstances described below, the Net Asset Value per Investor Share of that Series shall be available at the office of the Administrator.

### **Temporary Suspension**

The Directors may temporarily suspend the determination of the Net Asset Value per Investor Share of any Series, the subscription and/or redemption of Investor Shares of a Series (and/or the payment of redemption proceeds):

- (i) during any period, in the opinion of the Directors, when any circumstances exist as a result of which disposal by the Fund of any position, instrument or investment is not practically feasible or could be detrimental to Shareholders;
- (ii) during any period, in the opinion of the Directors, when for any reason it is not possible to transfer monies involved in the acquisition or disposition or realisation of instruments or positions comprising assets of the Fund at normal rates of exchange;
- (iii) during any period, in the opinion of the Directors, when for any reason the prices of any instruments or positions comprising assets of the Fund cannot be reasonably, promptly or accurately ascertained;

- (iv) during any period, in the opinion of the Directors, (other than ordinary holiday or customary weekend closings) when any market or exchange which is the main market or exchange for a significant part of the instruments or positions is closed, or in which trading thereon is restricted or suspended;
- (v) during any period, in the opinion of the Directors, when proceeds of any sale or redemption of the Investor Shares cannot be transmitted to or from the account of the Fund;
- (vi) during any period, in the opinion of the Directors, in which the redemption of the Investor Shares would, in the opinion of the Directors, result in a violation of applicable laws;
- (viii) when a notice has been published convening a meeting of Shareholders for the purpose of resolving a winding up of the Fund; or
- (viii) otherwise when the Directors determine it is in the best interests of the Fund as a whole to do so (which, without limitation, may include consideration of the impact on the performance of the Fund for continuing investors).

Notice of any such suspension shall be notified promptly to Shareholders. Where possible, all reasonable steps will be taken to bring any period of suspension to an end as soon as possible.

For the avoidance of any doubt a suspension may be declared separately, as the Directors may determine in respect of any one or more of (i) Investor Share issuance, (ii) Investor Share redemptions, (iii) payment of redemption proceeds in respect of Investor Shares, and / or (iv) valuations of Investor Shares. Accordingly, and without limitation, it is possible that (i) a valuation may continue to be published in a period of suspension of redemptions or redemption payments; or (ii) Investor Shares may be offered and sold in a period when redemptions, or redemption payments, by the Fund are suspended or limited. A suspension may relate to any one or more Series of Investor Shares and not others.

Without limitation to the ability of the Directors to suspend valuations altogether, if redemptions or redemption payments are suspended, the Fund shall endeavour to publish a formal valuation of the Net Asset Value in respect of each Valuation Day. In addition, the Directors may also determine to provide indicative, estimated or provisional valuations for investors during any period of suspension.

### **Fiscal Year**

The Fund's fiscal year ends on [31 December] of each calendar year or such other date as the Directors may determine.

### **Reports**

The Directors shall cause to be prepared an annual report and annual accounts for the Fund. These will be forwarded to Shareholders. Annual audited accounts shall be made up to 31 December in each year commencing with the period ended 31 December 2016. The Fund shall apply International Financial Reporting Standards.

## TAXATION

*Shareholders and potential investors are advised to consult their professional advisers concerning the possible taxation or other consequences of purchasing, holding, selling or otherwise disposing of Investor Shares under the laws of their country of incorporation, establishment, citizenship, residence or domicile. The Fund makes no representation to Shareholders or potential investors as to the possible taxation or other consequences of purchasing, holding, selling or otherwise disposing of Investor Shares.*

*The following summary of certain tax matters relating to the Fund is general in nature and does not constitute legal or tax advice. This summary provides only a general selective discussion and does not represent a complete analysis of all relevant matters. The summary is based on current law and judicial and administrative interpretations thereof, all as of the date of this Confidential Private Placement Memorandum. No assurance can be given that future legislation, regulations, administrative pronouncements and/or court decisions will not significantly change applicable law and materially affect the matters expressed herein. Any such change could be applied retroactively.*

*This discussion was written to support the offer of Investor Shares. No ruling has been requested from any tax authority with respect to the matters discussed below. This summary does not in any way bind any tax authority or court or constitute an assurance that the tax consequences discussed below will be accepted by relevant tax authorities or courts. Change in law may also affect the present discussion.*

### **The Fund**

#### *Cayman Islands*

The Fund has applied for and obtained from the Governor-in-Cabinet of the Cayman Islands an undertaking that, in accordance with Section 6 of the Tax Concessions Law (2011 Revision), for a period of 20 years from the date of the undertaking no laws of the Cayman Islands imposing any tax on profits, income, gains or appreciation shall apply to the Fund and that no tax in the nature of estate duty or inheritance tax shall be payable on the Investor Shares of the Fund.

Under current Cayman Islands law, no tax would be charged in the Cayman Islands on profits or gains of the Fund and dividends of the Fund would be payable to Shareholders resident in or outside the Cayman Islands without deduction of tax. No stamp duty is levied in the Cayman Islands on the transfer or redemption of Investor Shares. Annual registration fees are payable by the Fund in the Cayman Islands to the Registrar of Companies and the Cayman Islands Monetary Authority.

### **Exchange of Tax Information and Certain Taxes**

The attention of Shareholders and potential investors is drawn to the sections entitled “*Risk Factors and Conflicts of Interest - Exchange of Shareholder Information for Tax Purposes*” and “*General Information Concerning the Fund - Compliance with Laws, Tax Mitigation, FATCA/CRS and Investor Personal Data*”. The Fund is and will be obliged to comply with the various intergovernmental tax information exchange or disclosure agreements between the Cayman Islands and foreign jurisdictions and authorities and any relevant implementing legislation currently in effect and from time to time enacted (as well as with any direct agreements or registrations with foreign tax, tax information, regulatory or other governmental bodies or authorities on similar matters). Failure to do so may result in criminal sanction and may result in the imposition of withholding or other tax being suffered or incurred directly or indirectly by the Fund (including withholding tax under United States law at a rate of 30% in connection with actual and deemed United States investments). In compliance with such requirements, the Fund shall in the near future register with the Internal Revenue Service of the United States.

Each Shareholder will be required to provide to the Fund all such information and documentation as the Fund may require in order to comply with any such intergovernmental agreement or

implementing legislation (or direct agreement or registration) from time to time and so as to minimise the impact of withholding or other tax, whether direct or indirect, upon the Fund. A Shareholder or former Shareholder who fails to provide any requested information or documentation may cause the Fund to suffer or incur, directly or indirectly, withholding or other tax which the Fund would not otherwise suffer or incur. Any such Shareholder or former Shareholder, and any Shareholder or former Shareholder otherwise causing the Fund to suffer certain withholding or other taxes, may be subject to material financial and other consequences as set out in the section entitled "*General Information Concerning the Fund - Compliance with Laws, Tax Mitigation, FATCA/CRS and Investor Personal Data*". To the extent that the Fund is unable to pass the financial and other consequences of such withholding or other tax to the Shareholder or former Shareholder who caused such tax to be suffered or incurred, the Fund and all Shareholders will bear the financial consequences including such tax accordingly.

## **Shareholders**

Generally, the tax consequences of acquiring, holding, converting, repurchasing or disposing of the Investor Shares will depend on the relevant laws of the jurisdiction to which the Shareholder is subject. These consequences will vary with the law and practice of the country of residence, domicile or incorporation of the Shareholder and with his own personal circumstances. A potential Shareholder is advised to consult professional advisers in this regard.

## REGULATORY MATTERS IN THE CAYMAN ISLANDS

### The Mutual Funds Law

The Fund is a mutual fund as defined in the Mutual Funds Law of the Cayman Islands. Because the minimum initial investment required of each investor in the Fund is not less than an equivalent of USD 100,000, the Fund has complied with the Mutual Funds Law by a registration with CIMA.

Such registration does not imply that CIMA or any other regulatory authority in the Cayman Islands has passed upon or approved this Memorandum or the offering of the Investor Shares hereunder. The Fund must notify CIMA of any changes in the details of the terms of the offering and any change in the identity of the Fund's service providers as filed on initial registration and supply copies of any supplements to or revisions of this Confidential Private Placement Memorandum to CIMA.

As a regulated mutual fund, the Fund is subject to the supervision of CIMA and to have its accounts audited and filed with CIMA. In addition, CIMA may ask the Directors to give CIMA such information or such explanation in respect of the Fund as CIMA may reasonably require it to carry out its duty under the Mutual Funds Law.

A MUTUAL FUND LICENCE ISSUED OR A FUND REGISTERED BY THE CAYMAN ISLANDS MONETARY AUTHORITY DOES NOT CONSTITUTE AN OBLIGATION OF THE AUTHORITY TO ANY INVESTOR AS TO THE PERFORMANCE OR CREDITWORTHINESS OF THE FUND.

FURTHERMORE, IN ISSUING SUCH A LICENCE OR IN REGISTERING A FUND, THE AUTHORITY SHALL NOT BE LIABLE FOR ANY LOSSES OR DEFAULT OF THE FUND OR FOR THE CORRECTNESS OF ANY OPINIONS OR STATEMENTS EXPRESSED IN ANY PROSPECTUS OR OFFERING DOCUMENT

### The Securities Investment Business Law

The Investment Manager is registered as a "registered person" under the Securities Investment Business Law of the Cayman Islands, for the purpose of providing investment management services to the Fund. In the event that the Investment Manager ceases to conduct its business in manner that meets the definition of a registrable person under the law, then, unless it is excluded from the provisions of the Securities Investment Business Law, or obtains a licence under the aforementioned law, the Investment Manager will be required cease conducting "securities investment business", in or from within the Cayman Islands, including the provision of investment management services to the Fund under the investment management agreement. The Directors, if requested to do so, must give CIMA access to or provide at any reasonable time all records relating to the Fund. CIMA may copy or take an extract of a record to which it is given access. Failure to comply with these requests by CIMA may result in substantial fines being imposed on the Directors and may result in CIMA applying to the court to have the Fund wound up.

CIMA is prohibited by the Mutual Funds Law from disclosing any information relating to the affairs of a mutual fund other than disclosure required for the effective regulation of a mutual fund or when required to by law or by the court.

CIMA is authorised to take certain actions if it is satisfied that a regulated mutual fund is or is likely to become unable to meet its obligations as they fall due or is carrying on or is attempting to carry on business or is winding up its business voluntarily in a manner that is prejudicial to its investors or creditors. The powers of CIMA include, *inter alia*, the power to require the substitution of the Directors, to appoint a person to advise the Fund on the proper conduct of its affairs or to appoint a person to assume control of the affairs of the Fund. There are other remedies available to CIMA, including the ability to apply to the court for approval of other actions.

## GENERAL INFORMATION CONCERNING THE FUND

The Fund was incorporated as an exempted company under the Companies Law of the Cayman Islands on 8 June 2015.

The following is a brief summary of certain provisions of the Memorandum and Articles of the Fund and other matters. The Memorandum and Articles are available upon request. The Memorandum and Articles are governed by Cayman Islands law.

### Share Capital and the Memorandum of Association

The authorised share capital of the Fund is USD50,000 divided into 10 Management Shares of USD1.00 par value each and 49,990,000 Investor Shares of USD0.001 par value each. The Investor Shares may be issued in any number of Series, such Series to be determined by the Directors at the time of issue. Each Management Share entitles the holder to attend and vote at general meetings of the Fund but not to participate in the assets of the Fund except as regards its par value. All the Management Shares of the Fund are held by the Investment Manager.

The Fund may by Ordinary Resolution increase its share capital, consolidate its shares or subdivide any of them into shares of a smaller amount or cancel authorised but unissued shares.

There are no provisions under the laws of the Cayman Islands or under the Articles conferring pre-emption rights on Shareholders. The Articles provide that the unissued Investor Shares are at the disposal of the Directors who may offer, allot, issue, grant options over or otherwise dispose of them to such persons, at such times, for such consideration and on such terms and conditions as the Directors think fit. The Investor Shares will be issued in Series. The terms of each Series shall be determined by the Directors upon issue. Each Series may confer upon its Shareholders such further or other rights and privileges as the Directors deem suitable. For example, Series may be created with different fee arrangements.

A Shareholder cannot lose more than the amount of his investment in Investor Shares, including undistributed profits with respect thereto (provided he has paid the full subscription price for his Investor Shares).

The Memorandum provides that the Fund's objects are unrestricted.

### Voting Rights

The Articles provide that on a show of hands at a general meeting of the Fund every holder of Management Shares present in person or by proxy shall have one vote in respect of his holding of Management Shares; on a poll at a general meeting of the Fund every holder of Management Shares shall have one vote in respect of each Management Share held by him. The Investor Shares carry no right to notice of, to attend at or to vote at general meetings of the Fund.

### Separate Accounts

The Net Asset Value of each Series of Investor Shares shall be determined in accordance with the Articles. The Directors shall establish a separate account (each a "**Separate Account**") in the books of the Fund for each Series of Investor Shares and each Separate Account shall be designated by reference to a Series of Investor Shares and to which an amount equal to the proceeds of allotment of that Series shall be credited from time to time and the following provisions shall apply thereto:

- (i) an amount equal to the distribution paid to a Shareholder in respect of any redemption of Investor Shares of a Series shall be debited against the Separate Account relating to the



Series of Investor Shares redeemed;

- (ii) any increase or decrease in the Net Asset Value of the Fund over the relevant valuation period disregarding for these purposes:
  - (a) any increases in Net Asset Value due to new subscriptions of Investor Shares;
  - (b) any decreases in the Net Asset Value due to the payment of redemption proceeds of Investor Shares; and
  - (c) any Designated Series Adjustments (as defined below) as the Directors see fit,

shall be allocated to each Separate Account in the proportion that the Net Asset Value attributable to such Series at the beginning of the relevant valuation period (disregarding for these purposes such of the Designated Series Adjustments as the Directors see fit) bears to the aggregate Net Asset Value of all the Separate Accounts of the Fund at the beginning of the relevant valuation period (disregarding for these purposes such of the Designated Series Adjustments as the Directors see fit);

- (iii) the amount of any fees, incentive deductions, liabilities, losses, costs, expenses, dividends or other debit amount relating to any valuation period that shall be attributed by the Directors to a specific Separate Account (the "**Designated Series Deductions**") shall be deducted from that Separate Account (after allocation of the portion of increase or decrease in the Net Asset Value of the Fund referred to in paragraph (ii) above) to which such Designated Series Deductions specifically relate and as the Directors shall determine;
- (iv) the amount of any prepaid expense, incentive credits, asset, proceeds, profit, gain, income or other credit amount relating to any valuation period that shall be attributed by the Directors to a Separate Account (the "**Designated Series Additions**") shall be credited to that Separate Account (after allocation of the portion of increase or decrease in the Net Asset Value of the Fund referred to in paragraph (ii) above) to which such Designated Series Additions specifically relate and as the Directors shall determine. The Designated Series Deductions and Designated Series Additions shall together be known as the "**Designated Series Adjustments**";
- (v) for the avoidance of doubt (i) any Designated Series Deduction or Designated Series Addition may as the Directors determine be allocated across several Separate Accounts; (ii) the Directors may as they determine vary the designation of any fees, incentive deductions, liabilities, losses, costs or expenses or any prepaid expense, incentive credits, asset, proceeds, profit, gain or income as Designated Series Deductions or Designated Series Additions; (iii) any Designated Series Additions or Designated Series Deductions may relate to the Fund or any other person the Directors determine relevant, including without limitation, any investee or master fund of the Fund (and, accordingly and without limitation, may relate to an allocation or payment of fees, incentive amounts by or within any master fund); and (iv) a Designated Series Addition may be a credit to a Separate Account due to a reallocation and debit from another Separate Account suffering a corresponding Designated Series Deduction;
- (vi) the Net Asset Value of each Separate Account at the beginning of a valuation period after adjustment by the apportionment referred to in paragraph (ii) and adjustments (if any) of Designated Series Adjustments referred to in paragraph (iii) and paragraph (iv) shall be the Net Asset Value of each Series of Investor Shares as at the day as at which the allocation or valuation is being determined;
- (vii) the Directors may, in the books of the Fund, allocate fees, liabilities, losses, costs,

expenses, prepaid expenses, assets, proceeds, profits, gains and income to and from Separate Accounts if, as a result of a creditor proceeding against the Fund or otherwise, a liability, loss, cost or expense would be borne in a different manner from that in which it would have been borne if applied under the foregoing provisions;

- (viii) the Directors may from time to time transfer, allocate or exchange any Designated Series Adjustment from one Separate Account to another Separate Account provided that the Directors form the opinion (in good faith) that such arrangement between Separate Accounts is fair and reasonable;
- (ix) the Directors may from time to time allocate notional financing amounts from one Separate Account (as notional lender) to another Separate Account (as notional borrower) provided the directors form the opinion (in good faith) that the arrangement between Separate Accounts is fair and reasonable;
- (x) the Directors may determine from time to time such valuation periods as they see fit;
- (xi) if the liabilities of a Separate Account exceed its assets on a calculation of Net Asset Value then the Directors may attribute the amount by which the liabilities exceed the assets between the other Separate Accounts according to the respective Net Asset Value of the other Separate Accounts (or on such other basis as the Directors in consultation with the Auditors or leading firm of accountants consider fair and reasonable) and treat them as a liability of each such Separate Account; and
- (xii) the Directors shall have power to amend or vary the application of the provisions set out above in order to fairly and equitably allocate fees, incentive deductions, liabilities, losses, costs, expenses, prepaid expenses, incentive credits, assets, proceeds, profits, gains, income and other debit or credit amounts between Separate Accounts (including, without limitation, consequent upon an error in the calculation of the Net Asset Value per Investor Share, or the subscription price or redemption price of an Investor Share).

### **Material Valuation or Liquidity Difficulties**

If the Directors determine that the Fund is subject to material valuation or liquidity difficulties (including without limitation any circumstances in which a suspension may be declared), the Directors shall have power (i) to ring fence any relevant assets or liabilities of the Fund, (ii) to convert (by way of compulsory redemption and reissue of new Investor Shares on such terms as the Directors may determine, redesignation or otherwise) a portion of the outstanding Investor Shares into Investor Shares which participate substantially solely in the returns of the ring fenced assets and liabilities (to the exclusion of other Investor Shares), (iii) create new Series and Separate Accounts in respect thereof and to transfer assets and liabilities between Separate Accounts (including without limitation so as to divide or aggregate Series and their Separate Accounts), (iv) to suspend or terminate the redemption rights of the Investor Shares arising upon conversion, and/or (v) to do all such further acts or things as they may determine necessary, expedient or appropriate in the furtherance thereof. In addition when the Directors determine the relevant difficulty no longer persists (or otherwise believe any arrangements effected pursuant to the foregoing powers should be cancelled or varied), the Directors shall have further power (i) to adjust or cancel any such ring fence arrangement, (ii) to convert (by way of compulsory redemption and reissue of new Investor Shares on such terms as the Directors may determine, redesignation or otherwise) a portion of the outstanding Investor Shares into Investor Shares which participate generally in the assets and liabilities of the Fund (save for assets or liabilities which remain ringfenced), (iii) create new Series and Separate Accounts in respect thereof and to transfer assets and liabilities between Separate Accounts (including without limitation so as to divide or aggregate Series and their Separate Accounts), (iv) grant the resumption of redemption rights of the Investor Shares, and/or (v) to do all such further acts or things as they may determine necessary, expedient or appropriate in the furtherance thereof.

## **Modification of Rights of Shareholders**

Subject to the laws of the Cayman Islands, all or any of the special rights for the time being attached to any Series of Investor Shares in issue (unless otherwise provided by the terms of issue of those Investor Shares) may from time to time (whether or not the Fund is being wound up) be varied with the consent in writing of the holders of not less than a two thirds majority by Net Asset Value of the issued Investor Shares of that Series, or with the sanction of a resolution passed by a simple majority of the votes cast at a separate meeting of the holders of such Investor Shares. Any variation or abrogation of rights that is determined by the Directors not to be both material and adverse shall be deemed for all purposes not to be a variation or abrogation of rights. The quorum for any such meeting shall be one or more Shareholders holding not less than one third of the Investor Shares entitled to vote at such meeting (provided that if any such meeting is adjourned for want of the necessary quorum, a reduced quorum of one Shareholder shall apply at the adjourned meeting). At any such meeting, the voting rights attributable to each Investor Share shall be calculated by reference to the Net Asset Value per Investor Share (calculated by reference to the most recent available valuation) and not on the basis of one Investor Share, one vote. For the purposes of a separate meeting, the Directors may treat two or more or all the Series of Investor Shares as forming one Series if the Directors consider that such Series would be affected in a substantially similar manner by the proposals under consideration, but in any other case shall treat them as separate Series.

The special rights conferred upon the holders of Investor Shares issued with preferred or other special rights shall (unless otherwise expressly provided by the terms and conditions of issue of such Investor Shares) be deemed not to be varied: (i) by the creation, allotment or issue of further Investor Shares ranking *pari passu* therewith; (ii) by the creation, allotment or issue of Investor Shares in a Series in respect of which a Separate Account is maintained pursuant to the Articles; (iii) by the repurchase or redemption of any Investor Shares; (iv) by any action taken pursuant to certain specified provisions of the Articles; (v) any variation of the investment objective, technique or strategy of the Fund (or change of any fees or expenses of the Fund); or (vi) if they are Investor Shares of a Series that by their terms are deemed not to be varied in the relevant circumstances.

## **Compliance with Laws, Tax Mitigation, FATCA/CRS and Investor Personal Data**

The Directors may take all such action as the Directors may from time to time, and with or without legal advice, determine to be necessary or desirable in order to comply with or to avoid breaching any applicable law or regulation (including, without limitation, any law relating to tax, tax information, anti-money laundering, combating terrorist financing, the Data Protection Law or information disclosure), and may, without limitation, segregate the relevant assets, re-designate the relevant Investor Shares to another Series, create and transfer assets between Series and any applicable Separate Accounts, effect payments to any relevant government body or authority and debit any relevant costs or tax incurred to the relevant Series and Separate Account or from amounts otherwise owing to the relevant Shareholder.

The Directors may decline, withhold, reduce, delay or cancel any redemption, redemption payment, repurchase, repurchase payment, dividend payment, liquidation payment or other payment (and, in whole or partial discharge of any payment obligation, pay any relevant amounts to any relevant tax or other government body or authority) as the Directors determine may from time to time, and with or without legal advice, be necessary or desirable: (i) in order to comply with or to avoid breaching any applicable law or regulation (including, without limitation, any law relating to tax, tax information, anti-money laundering, combating terrorist financing or information disclosure), or (ii) where the agreement(s), information or documentation relating to the acquisition of the relevant Investor Shares is not complete to the satisfaction of the Directors.

If the Fund or any relevant master fund is required by the laws of any relevant jurisdiction to make a withholding, whether on account of tax or otherwise, from any redemption, repurchase, dividend, liquidation or other payment, the amount of such withholding shall be deducted from the amount otherwise payable (and may be paid to any relevant tax or other government body or

authority or reimbursed to one or more of the other Shareholders as the Directors may determine).

If the Fund or any relevant master fund suffers or incurs directly or indirectly any withholding or other tax under or pursuant to FATCA/CRS, that the Fund or any such master fund might not otherwise have suffered or incurred, by reason directly or indirectly of one or more Shareholders or former Shareholders holding Investor Shares whether taken alone or in conjunction with other persons, connected or not, or any other circumstances appearing to the Directors to be relevant (including, without limitation, where a Shareholder or former Shareholder has failed to provide to the Fund or any such master fund to the satisfaction of the Fund or any such master fund such information or documentation as the Fund or any such master fund required such Shareholder or former Shareholder to provide in order to seek to reduce or avoid any withholding or other tax under or pursuant to FATCA/CRS that has or may be incurred or suffered whether directly or indirectly by the Fund or any such master fund), such Shareholder or former Shareholder shall indemnify upon demand the Fund or master fund in full in respect of any such tax and the Fund and/or any such master fund may deduct the amount of such tax from any redemption, repurchase, dividend and/or liquidation or other monies from time to time otherwise payable to or in respect of such Shareholder (and may divide such amount between such Shareholders as they see fit). "**FATCA/CRS**" means:

- (i) sections 1471 to 1474 of the United States Internal Revenue Code of 1986 (as amended) and any associated laws, regulations or guidance,
- (ii) the OECD's Standard for Automatic Exchange of Financial Information in Tax Matters (as from time to time amended or restated) and any associated laws, regulations or guidance,
- (iii) the European Union Council Directive 2011/16/EU on Administrative Cooperation in Tax Matters (as from time to time amended or restated) and any associated laws, regulations or guidance,
- (iv) the Multilateral Competent Authority Agreement on the Automatic Exchange of Financial Account Information signed by the Government of the UK on 29 October 2014 (as from time to time amended or restated) and any associated laws, regulations or guidance,
- (v) any other laws, regulations or guidance currently in effect and from time to time enacted in any jurisdiction which seeks to implement tax reporting and/or withholding tax regimes,
- (vi) any other laws, regulations or guidance enacted in any jurisdiction which seeks to implement tax reporting and/or withholding tax regimes,
- (vii) any intergovernmental agreement, treaty, regulation, guidance or other agreement between the Cayman Islands and the United States, United Kingdom, any OECD member jurisdiction or any other jurisdiction (including any tax, tax information, regulatory or other government body or authority in such jurisdictions), entered into in order to comply with, facilitate, supplement, implement or give effect to:
  - a. the laws, regulations or guidance described in paragraphs (i), (ii), (iii), (iv) and (v) above, and/or
  - b. any similar regime,
- (viii) any agreement or registration of the Fund or any of its service providers with any tax, tax information, regulatory or other government body or authority concerning or relating in any way to tax reporting or withholding tax, and/or

- (ix) any laws, regulations or guidance in the Cayman Islands that give effect to the matters outlined in paragraphs (i), (ii), (iii), (iv), (v), (vi) and/or (vi) above.

In furtherance of the business of the Fund and/or any relevant master fund, the Fund and any such master fund and their respective Directors and service providers (including, without limitation, the Investment Manager, the Investment Adviser and the Administrator) are authorised to make disclosure to such persons (including, without limitation, any relevant tax, tax information, regulatory or other government body or authority) of information relating to the Shareholders, the Fund and/or any such master fund as they may see fit, including without limitation, any disclosure they consider appropriate:

- (i) to the Tax Information Authority of the Cayman Islands with a view to reducing, avoiding or mitigating any direct or indirect tax incurred or suffered by the Fund or any such master fund under FATCA/CRS and otherwise in order to comply with FATCA/CRS,
- (ii) otherwise with a view to reducing, avoiding or mitigating any direct or indirect tax suffered or incurred by the Fund or any such master fund or in respect of any investment of the Fund or any such master fund,
- (iii) in connection with establishing counterparty relationships of the Fund, any such master fund or any service provider to the Fund or any such master fund,
- (iv) to the Administrator, the Investment Manager, the Investment Adviser and other service providers to the Fund or any such master fund and any other member of their respective groups,
- (v) to any such master fund or the Fund,
- (vi) to persons who intervene in the process of the business relationship (for example, external processing centres, dispatch agents or payment agents), including companies based in countries where data protection laws might not exist, and/or
- (vii) in order to comply with or to avoid breaching any applicable law or regulation,

and, without limitation, any such disclosure may be on such terms as they may determine and may relate to the identity, nationality and/or residence of any Shareholder, the identity, nationality and/or residence of any direct or indirect owner or controller of a Shareholder, the affairs of the Fund generally, and/or the affairs of the Fund in respect of, by reference to, or attributable to a Shareholder.

The Fund and any relevant master fund make comprehensive disclosure to the Tax Information Authority of the Cayman Islands as to the affairs of the Fund and the Shareholders.

## **Data Protection**

In the course of business, the Fund will collect, record, store, adapt, transfer and otherwise process information by which investors may be directly or indirectly identified. The Fund and/or any of its delegates or service providers may process investor's personal data for any one or more of the purposes and legal bases set out in Fund's Data Protection Notice set out in Appendix [•]. The Fund holds investor data primarily in Singapore. Where specific processing is based on an investor's consent, that investor has the right to withdraw at any time. Investors have the right to request access to their personal data kept by the Fund and the right to rectification or erasure of their data and to restrict or object to processing of their data, subject to any restrictions imposed by any applicable data protection legislation. Investors are required to provide their personal data

for statutory and contractual purposes. Failure to provide the required personal data or an objection to processing may result in the Fund being unable to permit, process, or release the investor's investment in the Fund and this may result in the Fund terminating its relationship with the investor. For more information on the Fund's data protection policies, see the Data Protection Notice in Appendix [•].

### **Rights on Winding Up**

The Fund has perpetual succession and no fixed period is intended for its operations. Under Cayman Islands law the liquidation of the Fund may be commenced by Special Resolution.

Upon a liquidation of the Fund, the assets of the Fund available for distribution to Shareholders will, after settlement of the Fund's liabilities and payment of the par value of the Management Shares, be applied based on the respective Net Asset Value of the Investor Shares.

If the Fund shall be wound up the liquidator may, with the authority of a Special Resolution, divide among the Shareholders in specie the whole or any part of the assets of the Fund, and whether or not the assets shall consist of property of a single kind, and may for such purposes set such value as he deems fair upon any one or more class or classes of property, and may determine how such divisions shall be carried out as between the Shareholders. The liquidator may, with the like authority, vest any part of the assets in trustees upon such trusts for the benefit of Shareholders as the liquidator shall think fit, and the liquidation of the Fund may be closed and the Fund dissolved, but so that no Shareholder shall be compelled to accept any assets in respect of which there is liability.

### **Directors**

The Directors have power to deal with all the business of the Fund. The Directors may appoint agents and delegates to conduct the business of the Fund, including without limitation, Investment Managers, Investment Advisers, placing agents, distributors, depositaries, custodians, brokers and administrators.

The Articles of the Fund contain provisions relating to Directors, *inter alia*, as follows:

- (i) a Director may hold any other office or place of profit under the Fund (other than the office of Auditor) in conjunction with such Director's office of Director for such period and on such terms as to remuneration and otherwise as the Directors may determine;
- (ii) the remuneration to be paid to the Directors, if any, shall be such remuneration as the Directors shall determine. The Directors shall also be entitled to be paid all travelling, hotel and other expenses properly incurred by them;
- (iii) a Director may act alone or by such Director's firm in a professional capacity for the Fund and the Director or such Director's firm shall be entitled to remuneration for professional services as if such Director were not a Director or alternate Director;
- (iv) a Director may be or become a director or other officer of or otherwise interested in any company promoted by the Fund or in which the Fund may be interested as shareholder or otherwise, and no such Director shall be accountable to the Fund for any remuneration or other benefits received by such Director as a director or officer of, or from such Director's interest in, such other company;
- (v) no person shall be disqualified from the office of Director or prevented by such office from contracting with the Fund, either as vendor, purchaser or otherwise, nor shall any such contract or any contract or transaction entered into by or on behalf of the Fund in which any Director shall be in any way interested be or be liable to be avoided, nor shall any

Director so contracting or being so interested be liable to account to the Fund for any profit realised by any such contract or transaction by reason of such Director holding office or of the fiduciary relationship thereby established. A Director shall be at liberty to vote in respect of any contract or transaction in which such Director is interested provided that the nature of the interest of any Director in any such contract or transaction shall be disclosed by such Director at or prior to such Director's consideration and any vote thereon;

- (vi) there is no share qualification for Directors; and
- (vii) a Director may be removed at any time by an Ordinary Resolution of the holders of the Management Shares.

### **Indemnity and Insurance**

The Articles provide:

- (i) **"Indemnified Party"** means each of the Directors and officers for the time being of the Fund and any trustee for the time being acting in relation to any of the affairs of the Fund and their heirs, executors, administrators and personal representatives respectively.
- (ii) **"Liabilities"** means all liabilities, costs, charges, losses (including consequential losses), damages, fees, expenses (including legal and other professional fees and expenses), judgments, fines, penalties, interest, settlements and other amounts (including, without prejudice to the generality of the foregoing, any Liabilities in respect of or in connection with any Proceedings).
- (iii) **"Proceedings"** means all suits, proceedings, demands, claims and actions, of whatsoever kind whether civil, criminal, administrative, investigative, regulatory or otherwise.
- (iv) **"Gross Negligence"** in relation to a person means a standard of conduct beyond negligence whereby that person acts with reckless disregard for the consequences of a breach of a duty of care owed to another.
- (v) References in this Article to **"actual fraud"**, **"wilful default"** or **"Gross Negligence"** mean a non-appealable finding to such effect by a competent court in relation to the conduct of the Indemnified Party.

Each Indemnified Party shall, to the fullest extent permitted by law, be indemnified on an after tax basis out of the assets of the Fund from and against all Liabilities which the Indemnified Party shall or may incur or sustain (provided that no Indemnified Party shall be entitled to indemnification with respect to any Liability to the extent such Liability resulted from any act or omission that constitutes actual fraud, wilful default or Gross Negligence on the part of the Indemnified Party): (i) by reason of any act done or omitted to be done, in connection with the business and activities of the Fund; (ii) by reason of such person being a Director, trustee or officer; or (iii) in or about the execution of their duty as a Director, trustee or officer.

Unless the same shall result from any act or omission that constitutes the actual fraud, wilful default or Gross Negligence by the Indemnified Party, no Indemnified Party shall be liable or answerable for: (i) the acts, receipts, neglects or defaults of any other Indemnified Party; (ii) joining in any receipt for the sake of conformity; (iii) the solvency or honesty of any banker or other persons with whom any monies or securities belonging to the Fund may be lodged or deposited for safe custody; (iv) any insufficiency of any security upon which any monies of the Fund may be invested; (v) acting on any advice or opinion given by the legal advisers to the Fund; (vi) any Liabilities due to any such cause as aforesaid; or (vii) any other Liabilities which the Fund shall or may incur or sustain: (a) by reason of any act done or omitted, in connection with the business

and activities of the Fund; (b) by reason of such person being a Director, trustee or officer; or (c) in or about the execution of their duty in their respective offices or trusts.

To the fullest extent permitted by law, amounts incurred by an Indemnified Party in defending or otherwise in connection with any Liability or Proceedings (whether as a party or otherwise), shall from time to time be advanced by the Fund prior to a final non appealable finding of a competent court that the Indemnified Party is not entitled to be indemnified, upon receipt by the Fund of an undertaking by or on behalf of the Indemnified Party to repay such amounts if there shall be a final non-appealable finding of a competent court that the Indemnified Party is not entitled to be indemnified.

The indemnification provided by the Articles shall be in addition to any other rights to which an Indemnified Party may be entitled under any agreement, as a matter of law or otherwise, both as to actions in the Indemnified Party's capacity as an Indemnified Party and as to actions in any other capacity, and shall continue as to any Indemnified Party who has ceased to serve in the capacity in which such Indemnified Party became entitled to indemnification under the Articles.

The Directors, on behalf of the Fund, may purchase and maintain insurance for the benefit of any Indemnified Party against any Liabilities or Proceedings.

### **Transfer of Investor Shares**

Subject to the provisions set out in the Articles and this Confidential Private Placement Memorandum, any Shareholder may request to transfer all or any of his Investor Shares by an instrument of transfer in any usual or common form or in any other form which the Directors may approve. Transfers are subject to the approval of the Directors, who may decline to register any transfer with or without giving reasons therefore. The Directors may decline any transfer of Investor Shares in their discretion. No transfer shall be effective until the name of the transferee has been entered in the register of Shareholders.

### **Compulsory Redemption**

The Directors reserve the right to redeem mandatorily any Investor Shares from any person with or without giving reasons therefore at the prevailing Net Asset Value per Investor Share for that Series.

### **Alteration of the Articles**

The Articles may at any time be altered or added to by Special Resolution, subject to the provisions of the Articles relating to the variation of class rights.



## Privacy Notice

This notice (the “**Privacy Notice**”) explains how we use the personal data that the Fund collects or which is provided to the Fund.

The “**Fund**”, “**we**” or “**us**” means RVC Emerging Asia Fund with its registered office c/o International Corporation Services Limited, PO Box 472, Harbour Place 2<sup>nd</sup> Floor, 103 South Church Street, Grand Cayman KY1-1106, Cayman Islands and includes all of the Fund’s subsidiaries and affiliates.

This Privacy Notice is directed to individuals whose personal data we or our third party processors handle in the course of carrying on our commercial activities, including an investor in the Fund, a member, partner, trustee, shareholder, beneficial owner, officer, director, employee or representative of any client of the Fund or any investor in the Fund, including any prospective client or investor (“**you**”).

The Fund is responsible for ensuring that we use your personal data in compliance with applicable data protection law. This Privacy Notice sets out the basis on which any personal data about you will be processed by us.

### Personal Data that we collect and process about you

Information that you provide to the Fund: the nature of our relationship with you will determine the kind of personal data we might ask for, though such information may include (by way of a non-exhaustive list) basic personal data such as name, address, email address, phone number.

Information that we collect or generate about you: files that we may produce as a record of our relationship with our clients and prospective clients, including contact history; and any personal data that you provide during communications with us.

Information that we obtain from other sources, including: information from publicly available sources; information from the transfer agents or administrators of the Fund or financial intermediaries, platforms, professional advisers; and information obtained from sanctions checking and background screening.

### Purpose of Processing and Legal Basis for Processing

Your personal data may be processed by the Fund (or any of its affiliates, agents, employees, delegates or sub-contractors) for the following purposes which are necessary for performance of your contract with us:

- Managing and administering your holdings in the Fund, including assessing and processing subscription applications, communicating with you about your holdings and account related activities on an on-going basis;
- To update and maintain records and provide net asset value and other calculations;
- To manage and maintain our relationship with you for ongoing customer service;
- To enforce or defend the Fund’s rights either directly through the Fund or through third parties to whom it delegates such responsibilities;
- To comply with any applicable legal, tax or regulatory obligations of the Fund, including those that derive from anti-money laundering and counter-terrorism legislation; and
- To communicate with clients and prospective clients in order to provide information about the Fund and other products and services,

Your personal data may be processed by the Fund (or any of its affiliates, agents, employees,

delegates or sub-contractors) for the following purposes in order to enable the Fund to comply its legal or regulatory obligations:

- in order to carry out anti-money laundering checks and related actions including sharing your personal data with police, law enforcement, tax or regulatory authorities, or other government agencies where we have a legal obligation, including screening transactions, reporting suspicious activity and complying with production and court orders;
- to report tax related information to tax authorities;
- to investigate and resolve complaints and manage contentious regulatory matters, investigations and litigation;
- to monitor electronic communications for investigation and fraud prevention purposes, crime detection, prevention and investigation.

Please ensure that you provide a copy of this Data Protection Notice to any third parties whose personal data you provide to the Fund. This Data Protection Notice may be updated at any time and the Fund will notify you in writing of any changes.

### **Recipients of Data and International Transfer of Data**

The Fund may disclose your personal information as follows:

- to our business partners who will be subject to appropriate data protection obligations;
- to their affiliates and third party service providers engaged in connection with the oversight, safekeeping, administration, distribution or operation of the Fund, in order to process the data for the above mentioned purposes;
- to competent authorities (including tax authorities), courts and bodies as required by applicable law or requested by such entities or to affiliates for internal investigations and reporting.

The disclosure of personal information to the third parties set out above will involve the transfer of data to jurisdictions outside your country. Your personal data may also be processed by individuals operating outside your country who provide services to the Fund.

Where the Fund transfers your personal data to another country it is required to do so in a manner consistent with legal requirements. This may be done in one of the following ways:

- the country to which we send your personal data might be approved by the European Commission as offering an adequate level of protection for personal data;
- the recipient may have signed a contract based on “model contractual clauses” approved by the European Commission, obliging it to protect personal data;
- if the recipient is located in the US, it might be a certified member of the EU-US Privacy Shield scheme; or
- in other circumstances the law may permit us to otherwise transfer your personal data outside the Cayman Islands.

### **Security of personal data**

The Fund has controls in place to maintain the security of personal data.

### **Retention period**

The Fund will retain your personal information for a minimum period of seven years from the date on which you redeem all of your Shares in the Fund or for as long as required for the Fund to perform the services or comply with applicable legal/regulatory obligations.

## **Consequences of not Providing Required Data**

Where the Fund requires your personal information to comply with AML or other legal requirements, failure to provide this information means the Fund may not be able to accept you as an investor in the Fund and/or may be unable to process, or release your investment in the Fund. This may result in the Fund terminating its relationship with you. We will tell you when we ask for your information whether it is a statutory or contractual requirement to give us the information and the consequences of not providing the information.

## **Data Subject Rights**

You have various rights in relation to your personal information, including the right to:

- request access to your personal information
- correct any mistakes on our records, erase or restrict records where they are no longer required
- object to use of personal information where that processing is based on the Fund's legitimate business interests or for direct marketing
- ask not to be subject to automated decision making if the decision produces legal or other significant effects on you.

We will respond to your request in writing, or orally if requested, as soon as practicable and in any event not more than within one month after of receipt of your request. In exceptional cases, we may extend this period by two months and we will tell you why. We may request proof of identification to verify your request.

## **How to contact the Fund**

If you have any questions about the use of your personal information, please contact the Operations Team at [admin@rossvancompennolle.com](mailto:admin@rossvancompennolle.com).