

SCHEME PARTICULARS dated 28 February 2023

The Directors of the Company, whose names appear under the heading “Directors” on page 4, collectively and individually accept full responsibility for the accuracy of the information in these Scheme Particulars. To the best of the knowledge and belief of the Directors (who have taken all reasonable care to ensure that this is the case) the information contained in these Scheme Particulars is in accordance with the facts and does not omit anything likely to affect the import of that information.

GUERNSEY PORTFOLIOS PCC LIMITED
(a protected cell investment company registered with limited liability in
Guernsey with registration number 45598)

**Offer for subscription of an unlimited number
of no-par value Participating Shares**

IMPORTANT INFORMATION

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

These Particulars do not constitute, and may not be used for the purposes of, an offer or solicitation to anyone in any jurisdiction in which an offer or solicitation is not authorised or to any person to whom it is unlawful to make an offer or solicitation. The distribution of these Particulars and the offering of Participating Shares in certain jurisdictions may be restricted and accordingly persons into whose possession the documents come are required to inform themselves about and to observe those restrictions.

The Company is an alternative investment fund (“AIF”) and Saltus (Channel Islands) Limited (the “Manager”) is an alternative investment fund manager (“AIFM”) for the purpose of the Alternative Investment Fund Managers Directive 2011/61/EU (“AIFM Directive”). The Company will only be marketed, and these Particulars will only be sent, to prospective investors domiciled or with a registered office in any Member State of the European Economic Area (“EEA”) (a) in accordance with the private placement regime or similar provisions in the relevant EEA Member State, or (b) at the initiative of the prospective investor and not by the AIFM or any other person/entity acting on behalf of the AIFM.

The Company is an unregulated collective investment scheme in the United Kingdom. The promotion of the Company in the United Kingdom is restricted by Section 238 of the Financial Services and Markets Act 2000. Participating Shares may not be offered or sold by an authorised person in the United Kingdom by means of this document other than to persons authorised to carry on investment business under the Financial Services and Markets Act 2000 and persons permitted to receive this document under The Financial Services and Markets Act 2000 (Promotion of Collective Investment Schemes) (Exemptions) Order 2001 or Annex 5 of Chapter 3 of the FCA Conduct of Business Sourcebook. Except as described above, no document, including this document, issued in connection with the Participating Shares in the United Kingdom may be issued or passed on in the United Kingdom to any person, other than to persons to whom the document may otherwise lawfully be issued, unless that person is of a kind described in the Financial Services and Markets Act 2000 (Promotion of Collective Investment Schemes) (Exemptions) Order 2001 or Annex 5 of Chapter 3 of the FCA Conduct of Business Sourcebook.

None of the Participating Shares have been or will be registered under the United States Securities Act of 1933, as amended, and, except as described herein or otherwise set out in the Cell Particulars of any relevant Cell, none of the Participating Shares may be offered or sold, directly or indirectly, in the United States of America, its territories or possessions or any area subject to its jurisdiction including the Commonwealth of Puerto Rico (the ‘United States’) or to any resident thereof (including any corporation, partnership or other entity created or organised in or under the laws of the United States or any political subdivision thereof) or any estate or trust that is subject to United States federal income taxation regardless of the source of its income. In addition, the Company has not been and will not be registered

under the United States Investment Company Act of 1940, as amended and the Manager has not been registered under the United States Investment Advisers Act of 1940, as amended.

The Guernsey Financial Services Commission (“GFSC”) has authorised the Company as a Class B Collective Investment Scheme under the Protection of Investors (Bailiwick of Guernsey) Law, 2020 as amended (the “POI Law”) and the Authorised Collective Investment Schemes (Class B) Rules and Guidance 2021 (the “Class B Rules”). It must be distinctly understood that in giving this authorisation the Commission does not vouch for the financial soundness or the correctness of any of the statements made or opinions expressed with regard to the Company. Investors in the Company are not eligible for the payment of any compensation under the Collective Investment Schemes (Compensation of Investors) Rules 1988 made under the POI Law.

This Document includes particulars given in compliance with the Listing Rules of the Channel Islands Stock Exchange for the purpose of giving information with regard to the issuer. On 20th December 2013 the business of the Channel Islands Stock Exchange was acquired by Channel Islands Securities Exchange Authority Limited (“CISE”) and the Participating Shares and all other securities at that time listed on the Official List of Channel Islands Stock Exchange were transferred (in accordance with Listing Rule 2.6A of the Listing Rules of Channel Islands Stock Exchange) to the Official List of CISE. The CISE has rebranded to The International Stock Exchange (“TISE”) with effect from 6 March 2017. The Directors, whose names appear on page 4, accept full responsibility for the information contained in this Document and confirm, having made all reasonable enquiries, that to the best of their knowledge and belief there are no other facts the omission of which would make any statement herein misleading.

Neither the admission of the Participating Shares to the Official List nor the approval of the document pursuant to the requirements of TISE shall constitute a warranty or representation by TISE as to the competence of the service providers to or any other party connected with the Company, the adequacy of the information contained in the document or the suitability of the Company for investment or any other purpose.

An Investment in any Cell of the Company should be regarded as a long-term investment. The value of Participating Shares may fall as well as rise. There can be no guarantee that the Manager’s objective for each of the Cells of the Company will be achieved and investors may not get back the amount originally invested. Investors are referred to the section headed “**RISK FACTORS**” on page 6 *et seq.*

Distribution of these Particulars is not authorised in any jurisdiction after the date of publication of the Company’s first report and accounts unless they are accompanied by the Company’s most recent annual report and accounts or, if more recent, its interim report and accounts.

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

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DEFINITIONS

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

£, Sterling	Great Britain Pound Sterling.
1933 Act	United States Securities Act of 1933, as amended;
1940 Act	United States Investment Company Act of 1940, as amended;
Administrator	Zedra Fund Managers (Guernsey) Limited or such other administrator as appointed by the Manager from time to time;
Articles	The Articles of Incorporation of the Company for the time being;
Business Day	Any day on which banks in Guernsey and London are open for banking business (excluding Saturdays and Sundays);
Cell	A segregated portfolio of assets and liabilities in the Company represented by a separate class of Participating Shares created in accordance with and subject to the provisions of the Companies Law;
Cell Particulars	In relation to each of the Cells in existence or resolved by the Directors to be brought into existence, the supplemental particulars accompanying these Particulars;
Closing Date	The date (being a Business Day) specified in the relevant Cell Particulars as the Directors may determine to be the date upon which the initial offer for subscription of Participating Shares of any Cell closes;
Companies Law	The Companies (Guernsey) Law, 2008 as amended;
Company	Guernsey Portfolios PCC Limited;
Custodian	Butterfield Bank (Guernsey) Limited or such other qualified entity as appointed by the Company from time to time;
Dealing Day	In relation to a Cell, the Business Day specified in the relevant Cell Particulars on which the Manager may issue and/or redeem Participating Shares of that Cell;
Data Protection Law	The Directives and the Regulation (as amended or replaced from time to time), guidance, directions, determinations, codes of practice, circulars, orders, notices or demands issued by any Supervisory Authority and any applicable

national, international, regional, municipal or other data privacy authority or other data protection laws or regulations in any other territory in which services are provided or received or which are otherwise applicable, including for the avoidance of doubt, the Data Protection (Bailiwick of Guernsey) Law, 2017 as amended, together with any successor legislation and/or binding ordinances or regulations made in pursuance of Data Protection Law (the "**Guernsey DP Law**").

Directives	The European Data Protection Directive (95/46/EC) and the European Privacy and Electronic Communications Directive (Directive 2002/58/EC);
Directors	The Directors of the Company;
Extraordinary Resolution	A resolution of a general meeting of the Company or of a particular Cell as the case may be, passed by a majority of not less than three quarters of the votes recorded including, where there is a poll, any votes cast by proxy;
FCA	Financial Conduct Authority, established on 01 April 2013, taking over responsibility for conduct and relevant prudential regulation from the Financial Services Authority, which was established pursuant to the Financial Services and Markets Act 2000 of the United Kingdom;
Guernsey	The Island of Guernsey;
Investment Manager	The person or entity for the time being acting as investment manager in relation to a Cell as detailed in the relevant Cell Particulars;
Manager	Saltus (Channel Islands) Limited (or its successors and assigns);
Net Asset Value	The value of the assets of a Cell less the liabilities attributable to that Cell determined in accordance with the Articles and described in the relevant Cell Particulars;
Offer Price	The initial subscription price of a Participating Share on the date of its issue as set out in the relevant Cell Particulars;
Participating Share	In relation to a Cell, a participating redeemable preference share in that Cell and, in relation to the Company, a participating redeemable preference share in one or more of its Cells, as the context may require;
Particulars	The scheme particulars relating to the Company and the Cell Particulars relating to each of its Cells which shall be read together and construed as one document;
Price	The Price at which Participating Shares are issued and redeemed as defined in the relevant Cell Particulars;

Privacy Notice	The privacy notice set out in these scheme particulars as amended from time to time;
Recognised Investment Exchange	Any stock or investment exchange, institution or screen based or other electronic quotation or trading system providing dealing facilities or quotations for investments approved from time to time by the Manager;
Regulation	On and from 25 May 2018, Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data as and when it becomes applicable;
Shareholder	A registered holder of a Participating Share;
Special Resolution	A special resolution of the Company passed in accordance with applicable regulations and the Companies Law; and
Valuation Point	The time at which the Manager determines to value the Company or any Cell in accordance with the Articles and as specified in the relevant Cell Particulars.

DIRECTORY

Registered Office of the Company

Third Floor
Cambridge House
Le Truchot
St Peter Port
Guernsey
GY1 1WD

Manager

Saltus (Channel Islands) Limited
Third Floor
Cambridge House
Le Truchot
St Peter Port
Guernsey
GY1 1WD

Directors of the Company

Daniel Underwood
Damien Fitzgerald
John Donnelly
Nicola Walker
Peter Bruges

Whose address is the registered office of the Company.

Custodian

Butterfield Bank (Guernsey) Limited
Regency Court
Gategny Esplanade
St Peter Port
Guernsey
GY1 3AP

Auditors

BDO Limited
Place du Pré
Rue du Pré
St Peter Port
Guernsey
GY1 3LL

Administrator, Secretary and Registrar of the Company

Zedra Fund Managers (Guernsey) Limited
Third Floor
Cambridge House
Le Truchot
St Peter Port
Guernsey
GY1 1WD

Sponsor to the TISE

Zedra Fund Managers (Guernsey) Limited
Third Floor
Cambridge House
Le Truchot
St Peter Port
Guernsey
GY1 1WD

Legal Advisers in Guernsey

Carey Olsen (Guernsey) LLP
PO Box 98
Carey House
Les Banques
St Peter Port
Guernsey
GY1 4BZ

THE COMPANY

Introduction

The Company is an open-ended investment company which was registered with limited liability in Guernsey on 5 October 2006 with an unlimited duration. The Company is a protected cell company under the Companies Law. The provisions of the Companies Law allow a company to which it applies to create one or more Cells for the purpose of segregating and protecting the assets within those Cells so that liabilities of the Company attributable to one Cell can only be satisfied out of the assets of that Cell, and holders of shares of a particular Cell have no right to the assets of any other Cell. Details of the Cells which the Directors have resolved to create can be found in the Cell Particulars which are included with these Particulars.

The base currency of the Company is Sterling and the base currency of each Cell is stated in the relevant Cell Particulars.

Investment Objective and Policy

The investment objective of the Company is to achieve long term capital growth from a series of Cells established for the purpose of pursuing different investment strategies and investing in different types of assets, instruments and underlying funds.

Each Cell will have its own particular investment objective and will focus on providing a specific return to its Shareholders. Details of the investment objective, restrictions and approach of each Cell can be found in the relevant Cell Particulars.

Hedging and Derivatives

The Manager may undertake hedging and derivative transactions at the Cell level. Hedging transactions are generally designed to protect the capital from adverse movements in currencies, interest rates or other market factors. Hedging strategy and any use of derivatives at the Cell level will depend on the specific objectives of the Cell and are described in the relevant Cell Particulars.

Borrowings

The circumstances in which the Company may borrow for the account of any Cell and the limits on the amounts which the Company may borrow (and have outstanding) for the account of any Cell are set out in the Cell Particulars.

Distribution Policy

The distribution policy adopted by the Directors in relation to each Cell is set out in the relevant Cell Particulars.

Listing

Application may be made for the Participating Shares of a Cell to be listed on TISE or such other stock exchange as determined by the Directors. Details of any listing will be set out in the relevant Cell Particulars.

RISK FACTORS

The following factors are among the investment considerations that should be carefully considered by prospective Shareholders in evaluating the merits and suitability for them of an investment in a Cell. Not all of the factors set out below will be relevant to every Cell, as different Cells may invest in different types of instruments and underlying funds and employ differing investment strategies, or the factors may be relevant to the underlying investments made by a particular Cell. These factors should be read in conjunction with the relevant Cell Particulars so as to ascertain their applicability to an investment in the Cell concerned.

Advanced payment of Subscription Monies

Investors will subscribe for Participating Shares in the Company and remit monies to a client account as detailed in the relevant Cell Particulars. Once subscription monies have been paid out of the client account the application is irrevocable and at this point the investor will become an unsecured creditor of the Company until Participating Shares are issued, which will be within a period of not more than 10 days of applying subscription monies in such a manner. Prospective investors should be aware that if, in the period between the receipt of subscription monies and the Dealing Day, the market conditions (prevailing at the time the decision was made to invest) change, they will be unable to cancel their application and receive back the amount that they subscribed.

Borrowing and Leveraging Risk

As the Cells in certain cases are able to borrow to further their investment policies and attempt to increase possible profit, the risk of loss will also be increased by the borrowing. In addition, adverse interest rate movements and adverse fluctuations in the value of the currencies in which the Cells borrow may adversely affect operating results.

The Manager or Investment Manager may choose to use gearing in relation to investment positions held in order to generate additional returns and, in connection therewith, may pledge the Company's investments. While gearing (which is not subject to the foregoing borrowing limit and which may involve the use of repurchase agreements or sale and buy back agreements) presents opportunities for increasing total return and minimising risks, it has the effect of potentially increasing losses as well. If income and appreciation on investments made with borrowed funds are less than the required interest payments on the borrowings, the value of the Cell's net assets will decrease. Any event which adversely affects the value of an investment by a Cell would be magnified to the extent the Cell is leveraged. The cumulative effect of the use of leverage by a Cell in a market that moves adversely to the Cell's investments could result in a loss to the Cell which would be greater than if the Cell was not leveraged. To the extent that a creditor has a claim on the assets of the Cell, the claim would be senior to the rights of an investor in the Cell. As a result, if the Cell's losses were to exceed the amount of capital invested, an investor could lose up to its entire investment. In addition, the amount of the Cell's borrowings and the interest rates on those borrowings will fluctuate and may have a significant effect on the profitability of the Participating Shares of that Cell.

Changes in Law or Regulation

Any change in law or regulation (including any general change in tax rates) or change in tax status of the Cells or the Company may adversely affect the investment returns of the Cells.

Changes in Portfolio Holdings

The portfolio holdings of a Cell may be altered from time to time due to certain events like significant redemptions from the Cell. As a result, the illiquid portion of the Cell's portfolio may, at times, constitute a substantial portion of the Cell's overall holdings, and therefore, make liquidation of the Cell's holdings more difficult. Investors should note that the Company has the ability to defer redemption requests and to defer payment of part or all of the redemption proceeds of Participating Shares in certain circumstances as more fully explained in the Cell Particulars.

Competition

The Cells may be competing for investments with other parties. It is possible that competition for appropriate investment opportunities may increase, which may reduce the number of opportunities available and /or adversely affect the terms on which such investments can be made.

Compulsory Redemption

The Directors may compulsorily redeem Participating Shares in respect of Cells where the ability to do so is provided for in the Articles and the relevant Cell Particulars. In respect of such Cells, the Cell may redeem (in whole or in part) the Participating Shares held by a Shareholder on limited notice. Such redemptions will not require the approval of the shareholders of the Cell, or the approval of the affected Shareholder.

Concentration of Investments

A Cell may at certain times hold relatively few investments and could be subject to significant losses if it holds a large position in a particular investment that declines in value or is otherwise adversely affected, including through default of the issuer or counterparty.

Custody and Settlement Risk

In respect of some Cells where margin accounts or trading accounts are maintained or used by that Cell, such accounts may be held by and in the name of the Company rather than held by or in the name of the Custodian. In some circumstances, the Custodian would not have control of these accounts and any assets contained therein and would therefore seek derogation from the GFSC with regards to the Class B Rules. In other circumstances, the Custodian maintains partial control of the margin accounts or trading accounts only, by being one of a number of signatories on the accounts, and in respect of such accounts trading may occur without the authority or approval of the Custodian. Margin accounts and trading accounts treated in either manner are not under the custody of the Custodian but remain subject to an element of Custodian control or supervision. The Custodian is not responsible for the selection or suitability of the entities providing the margin accounts or trading accounts and is not responsible for any counterparty risk of these entities. Assets deposited as margin with brokers may not always be held in segregated accounts by the brokers (even if they are contractually obligated to do so) and may therefore become available to such brokers or their creditors in the event of their insolvency or bankruptcy.

Whilst the Custodian and the Manager will endeavour to put into place control mechanisms and oversight procedures to monitor day to day any assets held by brokers or clearers, neither the Custodian nor the Manager will be liable for the acts or omissions of any such broker or clearer, nor for any losses suffered

by any Cell as a result of the fraud, negligence, wilful default or the bankruptcy or insolvency of any such broker or clearer. The Company and its Cells may therefore have a potential exposure on the default of any such broker or clearer and, as a result, some protections, which would normally be provided to a fund by a custodian, will not be available to the Company.

In circumstances where the Company on behalf of a Cell utilises special purpose vehicles ("SPVs") to hold underlying assets, the Custodian may not act as Custodian to the SPV. Accordingly, the Custodian's obligations in these circumstances are limited to taking under its custody and/or control the shares in the SPV held by the Company and do not extend to taking custody or control of any underlying assets of the relevant Cell held by the SPV. The Investment Manager shall be responsible for approving the value of the underlying assets held by such SPVs which the Custodian shall be entitled to rely upon.

Other Counterparty Risks

The Company and its Cells may, in some circumstances, be fully exposed to the default of a counterparty. The ability of the Company to transact business with any one or more counterparties, the lack of any independent evaluation of such counterparties' financial capabilities and the absence of a regulated market to facilitate settlement may increase the potential for losses by the Company and its Cells. The institutions (such as brokerage and trading firms and banks) with which the Company do business, or to which securities have been entrusted for custodial purposes, could encounter financial difficulties. This could impair the operational capabilities or the financial position of the Company or create unanticipated trading risks.

For hedging and derivative transactions, the Company may utilise both over the counter ("OTC") derivatives and/or exchange traded derivatives. Transactions in hedging and derivative transactions expose the Company and its Cells to credit risk if the selected investment bank/ counterparty goes bankrupt in which event the contracts entered into may become worthless and the Company may also lose part of or all monies, including margin, that may have been deposited by it.

Cells may affect their transactions "over-the-counter" or on "inter-dealer" markets. Transactions of this nature carry a higher degree of counterparty risk than exchange traded derivatives. Counterparties to these may not be subject to credit evaluation and regulatory oversight as are members of "exchange based" markets. To the extent a Cell invests in swaps, derivative or synthetic instruments, or other over-the-counter transactions, on these markets, it is assuming a credit risk with regard to counterparties with whom it trades and may also bear the risk of settlement default. These risks may differ materially from those associated with transactions effected on an exchange, which may be backed by clearing organization guarantees, daily marking-to-market and settlement, and segregation and minimum capital requirements applicable to intermediaries. Transactions entered into directly between two counterparties generally do not benefit from such protections. This exposes the Company and its Cells to the risk that a counterparty will not settle a transaction in accordance with its terms and conditions because of a dispute over the terms of the contract (whether or not bona fide) or because of a credit or liquidity problem, thus causing the relevant Cell to suffer loss. Such counterparty risk is accentuated in the case of contracts with longer maturities where events may intervene to prevent settlement, or where a Cell has concentrated its transactions with a single or small group of counterparties. Cells are not restricted from dealing with any particular counterparty or from concentrating any or all of their transactions with one counterparty.

The Company may enter into short positions which usually involves selling assets borrowed from a third party and buying identical assets to return to that third party at a later date under a repurchase agreement ("repo"). Transactions in short positions could result in the Company being forced to unwind at an expensive price if the repo transaction could not be renewed at expiry. The same could occur if the

Company does not have the liquidity to pay margin calls on the repo agreement. Also, if a counterparty from which the Company has borrowed a security through a repo transaction goes bankrupt, the Company's short position in the security may cease to exist which may cause losses.

The Company's investments may also include synthetic products intended to provide returns related to those available on direct investments. In addition to risks relating to the return of the underlying investments, the Company will be exposed to counterparty risk and, in particular, of failure by the counterparty to perform its obligations. Synthetic products in which the Company may invest are subject to counterparty and regulatory risks. In the event of the counterparty's insolvency, the Company may only rank as an unsecured creditor.

The effectiveness of a synthetic product structure, and in particular the ability of the Company's counterparty to invest efficiently and/or even comply with its contractual obligations, may be subject to intervention by governmental or other authorities, and their interpretation of relevant laws or regulations, which may change. As a result, the Company may not get back all or any part of its investment in a synthetic product in which it invests.

Sub-Custodian Risk

From time to time the Custodian may delegate functions to a sub-custodian in accordance with the terms of the Custodian Agreement. The Custodian accepts no responsibility to the Company or any party whatsoever for any losses incurred by the Company and its Cells in the event that such losses arise in connection with the appointment of any sub-custodian (including default by any counterparty of such sub-custodian), save that such losses are recoverable by the Custodian from the sub-custodian.

Currency risk

The Net Asset Value of each Cell and hence the subscription and redemption Prices of the Participating Shares will be computed in the base currency of the Cell concerned, whereas investments acquired by the Cell may be in a wide range of currencies. Changes in currency exchange rates may affect the value of each Cell's Participating Shares. Whilst the Manager or Investment Manager will seek to manage each Cell's foreign exchange position to achieve a return in the base currency of the Cell in question, this may involve the Cells in foreign exchange risks and the Cell may incur costs in connection with conversions between various currencies.

The Cells may enter into futures or forward contracts on currencies as well as purchase put and call options on currencies, in U.K. and non U.K. markets. There is no certainty that instruments suitable for hedging currency shifts will be available at the time when the Cells wish to use them, or that they will be used.

Debt Securities

A Cell may invest in listed and unlisted debt securities which may be unrated by a recognised credit-rating agency or below investment grade and which are subject to greater risk of loss of principal and interest than higher-rated debt securities. A Cell may invest in debt securities which rank junior to other outstanding securities and obligations of the issuer, all or a significant portion of which may be secured on substantially all of that issuer's assets. A Cell may invest in debt securities which are not protected by financial covenants or limitations on additional indebtedness. Cells may therefore be subject to credit, liquidity and interest rate risks. In addition, evaluating credit risk for debt securities involves uncertainty because credit rating agencies throughout the world have different standards, making comparison across countries difficult. Also, the market for credit spreads is often inefficient and illiquid, making it difficult to accurately calculate discounting spreads for valuing financial instruments.

Derivative Transactions

The Cells or funds in which the Cells invest may invest in derivative instruments either directly or through investments in funds that themselves invest in derivatives. Where the Cells or underlying fund invest directly in derivatives, they may do so to hedge the risks of their portfolio or for investment purposes. Derivative instruments, or “derivatives”, include futures, options, swaps, structured securities and other instruments and contracts that are derived from or the value of which is related to one or more underlying securities, financial benchmarks, currencies or indices. Derivatives can allow an investor to hedge or speculate upon the price movements of a particular security, financial benchmark, currency or index at a fraction of the cost of investing in the underlying asset.

The value of a derivative depends largely upon price movements in the underlying asset. Therefore, many of the risks applicable to trading the underlying asset are also applicable to derivatives of the asset. However, there are a number of other risks associated with derivatives trading. For example, because many derivatives are “leveraged”, and thus provide significantly more market exposure than the money paid or deposited when the transaction is entered into, a relatively small adverse market movement can not only result in the loss of the entire investment, but may also expose the Cells or underlying fund to a possibility of a loss exceeding the original amount invested.

In addition, derivative contracts may expose the Cells or underlying fund to the credit risk of the parties with which they deal. Non-performance of the contracts by counterparties, for financial or other reasons, could expose the Cells or underlying fund to losses, whether or not the transaction itself was profitable. Derivatives may also expose investors to liquidity risk, as there may not be a liquid market within which to close or dispose of outstanding derivative contracts.

Although the Manager or Investment Manager may utilise non-directional investment strategies, the Cells and/or the assets of any managed account may be invested in certain derivative instruments which may involve the Cells assuming obligations as well as rights and assets.

Determination of Net Asset Value and Investment in Collective Investment Schemes

The Net Asset Value of the Cells, and hence the subscription and redemption Prices of the Participating Shares, will be calculated by the Manager using the latest prices, cost prices or estimated prices (as the case may be) that are available for the investments held by the Cell each as made available to the Manager or Investment Manager by the manager of the relevant underlying fund. Consequently, the Net Asset Value of the Cells, and hence the subscription and redemption Prices of the Participating Shares,

may not accurately reflect the value that would have been received by the Cells had that holding been realised on that day and may in fact be significantly higher or lower than the realisable value.

The Cells may invest in investment vehicles which do not permit holdings to be redeemed on either as frequent a basis as that applying to the Cells or on the same day as the Cells, or redemptions of those investment vehicles may be suspended. In the absence of published current redemption prices or net asset values the Manager or Investment Manager may have to determine valuations in respect of the investments. Adequate information may not always be available to the Manager or Investment Manager from the investment vehicles or other sources for that purpose and consequently the valuations may not accurately reflect the realisable value of the Cell's holdings on the next dealing day of the investment vehicles concerned or the value that would have been received by the Cells had those holdings been realised on that day.

By operating within each Cell's investment objectives and policy the Cell will assume any specific risks associated with investment in any collective investment scheme in which the Cell invests. Where a Cell's investment objectives means that it invests largely in hedge funds it should be noted that a number of the best performing schemes are closed to new subscriptions and that the Directors may not always be able to implement the desired investment strategy due to a lack of suitable investment opportunities. Furthermore, there may be additional costs to an investor with this strategy arising out of the double charging incurred on the realisation of an investment due to the charges levied by both the Company and the underlying funds in which it invests.

The Net Asset Value per Participating Share is expected to fluctuate over time with the performance of a Cell's investments. A Shareholder may not fully recover his initial investment when he redeems his Participating Shares or upon compulsory redemption if the Net Asset Value per Participating Share at the time of the redemption is less than the subscription Price paid by the Shareholder.

Early Termination

In the event of the early termination of the Company, the Company would have to distribute to Shareholders their pro rata interest in the assets of the relevant Cell. Certain assets held by the Company may be highly illiquid and might have little or no marketable value. It is possible that at the time of the sale or distribution, certain investments held by the Company would be worth less than the initial cost of those investments, resulting in a loss to Shareholders. In this situation there is a possibility that the redemption of a Shareholder's Participating Shares may be satisfied by an in specie distribution of the investments of the Cell. Investors should familiarise themselves with the terms of redemption of the Participating Shares and with the relevant provisions of the Company's Articles.

Fixed-Income Investments

The value of the fixed-income investments in which Cells may invest will generally change as the general levels of interest rates fluctuate. Generally, when interest rates decline, the value of a Cell's fixed-income portfolio can be expected to rise. Conversely, when interest rates rise, the value of the portfolio can be expected to decline.

Forward Foreign Exchange Contracts

A Cell may enter into forward foreign exchange contracts. A forward foreign exchange contract is a contractually binding obligation to purchase or sell a particular currency at a specified date in the future.

Forward foreign exchange contracts are not uniform as to the quantity or time at which a currency is to be delivered and are not traded on exchanges. Rather, they are individually negotiated transactions. Forward foreign exchange contracts are effected through a trading system known as the interbank market. It is not a market with a specific location but rather a network of participants electronically linked. Documentation of transactions generally consists of an exchange of telex or facsimile messages. There is no limitation as to daily price movements on this market and in exceptional circumstances there have been periods during which certain banks have refused to quote prices for forward foreign exchange contracts or have quoted prices with an unusually wide spread between the price at which the bank is prepared to buy and that at which it is prepared to sell. Transactions in forward foreign exchange contracts are not regulated by any regulatory authority nor are they guaranteed by an exchange or clearing house. A Cell will be subject to the risk of the inability or refusal of its counterparties to perform with respect to the contracts. Any default would eliminate any profit potential and compel the Cell to cover its commitments for resale or repurchase, if any, at the then current market price. These events could result in significant losses.

Futures

Certain of the Cells may be authorised to engage in or invest in funds engaged in transactions in futures contracts, options on futures contracts and in other products which may be traded on commodities exchanges regulated by the Commodity Futures Trading Commission or international exchanges (like the London International Financial Futures Exchange).

Trading in futures and options on futures involves significant risks, including the following: (i) futures contracts and options on futures are volatile in price; (ii) futures trading is highly leveraged; (iii) futures trading may be illiquid; and (iv) futures trading may involve high transaction costs.

The Cells will not engage in transactions in futures contracts unless the Cells, the Manager or the Investment Manager and associated persons comply with applicable registration requirements in the U.S. or U.K. or other relevant jurisdictions, qualify for an exemption from registration, or are advised by counsel that registration is not required.

General

Investment in the Cells of the Company is only suitable for sophisticated investors who are able to bear the loss of a substantial portion or even all of the money invested in the Cells of the Company. Because these investments and any income from them can go down in value as well as up, investors may not get back the full amount invested. This investment is considered a medium to long-term investment. Because of the volatile nature of the investment, a fall in its value could result in an investor receiving nothing at all. These Particulars provide general information only and do not take account of an individual investor's personal circumstances. Investment in the Cells of the Company is not suitable for everyone. Investors should consult with their own financial, tax and legal advisers before investing in the Participating Shares.

Income

The Directors may exercise their discretion not to pay dividends in respect of a Cell, meaning that an investment in that Cell may not be suitable for investors seeking current returns for financial or tax-planning purposes. Investors should refer to the distribution policy of the Cell in which they are investing as set out in the relevant Cell Particulars.

Investment in Smaller Companies

The Cells may make investments in smaller companies which are intrinsically riskier than in larger companies and more vulnerable to changes in markets and technology. Investment in smaller companies can also be difficult to realise. Many small companies have small management teams and are highly dependent on the skill and commitment of a limited number of individuals.

Limited Track Record

The success of the Cells will be dependent on the performance of the Manager or Investment Manager. No assurance can be given that they will succeed in meeting the investment objectives of the Cells or that their assessments of the short-term or long-term prospects, volatility and correlation of the types of investments referred to in these Particulars will prove accurate. Any past investment performance of the Cells should not be construed as an indication of the future results of an investment in the Cells.

Liquidity of Investment

The Cells may invest in investments which are unlisted or for which there is no active market. For example, investment vehicles in which the Cells invest may in turn invest in investments with direct or indirect exposure to emerging markets. In addition, the investments may be subject to greater political risk or adverse currency movements than securities traded in more developed markets in North America and Europe. In addition, the Cells may acquire investments which are only traded over-the-counter. Accurately valuing and realising the investments, or closing out positions in the investments at appropriate prices, may not always be possible. Investors should note that, from time to time, illiquid or restricted investments may represent a significant percentage of a Cell's investments. A Cell might only be able to liquidate these positions at disadvantageous prices, should the Manager or Investment Manager determine, or it becomes necessary, to do so. For example, substantial redemptions from a Cell could require the Cell to liquidate its positions more rapidly than otherwise desired in order to obtain the cash necessary to meet the redemptions. Illiquidity in certain markets could make it difficult for a Cell to liquidate positions on favourable terms, thereby resulting in losses or a decrease in the Net Asset Value of the Cell. In addition, although many of the investments which a Cell may acquire may be traded on public exchanges, each exchange typically has the right to suspend or limit trading in all securities which it lists. A suspension could render it difficult or impossible for a Cell to liquidate its positions and would thereby expose the Cell to losses. A Cell may therefore be locked into an adverse price movement for several days or more which may result in immediate and substantial loss to an investor.

Liquidity of Participating Shares

Shareholders normally will only be able to redeem Participating Shares on any Dealing Day on a period of written notice as specified in the relevant Cell Particulars. The risk of any decline in the Net Asset Value per Share during the redemption notice period will be borne by the Shareholders. Redemptions are subject to the restrictions and limitations referred to in the relevant Cell Particulars.

The Participating Shares of the Cells will be freely transferable, subject to the restrictions set out under "Transfer of Participating Shares" below.

Loans of Portfolio Investments

Certain of the Cells may from time to time lend investments from their portfolio to brokers, dealers and financial institutions and receive collateral in the form of cash or investments in an amount equal to at

least 100 per cent of the current market value of the loaned investments, including any accrued interest or dividend receivable. The Cells will retain all rights of beneficial ownership as to the loaned portfolio investments, including voting rights and rights to interest or other distributions, and will have the right to regain record ownership of loaned investments to exercise the beneficial rights. The loans will be terminable at any time. The Cells may pay finders', administrative and custodial fees to persons unaffiliated with the Cells in connection with the arranging of the loans.

Market Liquidity and Leverage

A Cell may be adversely affected by a decrease in market liquidity for the instruments in which it invests which may impair the Cell's ability to adjust its positions. The size of a Cell's positions may magnify the effect of a decrease in market liquidity for the instruments. Changes in overall market leverage, deleveraging as a consequence of a decision by counterparties with which the Company enters into repurchase/reverse repurchase agreements or derivative transactions on behalf of a Cell, to reduce the level of leverage available, or the liquidation by other market participants of the same or similar positions, may also adversely affect the Cell's portfolio.

No Compensation Investor Scheme

The Investors' Compensation Scheme as established by the FCA in the UK is not available for claims relating to an investment in the Company or any of its Cells.

No Formal Diversification Policies

Unless specified otherwise in the relevant Cell Particulars, the Manager or Investment Manager is not restricted as to the percentage of a Cell's assets that may be invested in any particular instrument, market or asset class. A Cell is not required to adopt fixed guidelines for diversification of its investments among issuers, industries, instruments or markets and may be heavily concentrated, at any time, in a limited number of positions. In attempting to maximise a Cell's returns, the Manager or Investment Manager may concentrate the holdings of the Cell in those industries, companies, instruments or markets which, in the sole judgment of the Manager or Investment Manager, provide the best profit opportunity in view of the Cell's investment objective.

Non-U.K. Investments and Currencies

Unless specified otherwise in the relevant Cell Particulars, the Cells may invest all or a portion of their assets in non-U.K. investments. The Cells have no restrictions on the amount of their assets that may be invested in these types of investments and may purchase securities of issuers in any country, developed or undeveloped. In addition, in order to hedge currency exchange rate risks which may arise from the purchase of the investments or other reasons incidental to the Cells' business, the Cells may invest in foreign currencies and foreign currency-related products. These types of investments entail risks in addition to those involved in domestic investments. Investing in foreign investments may represent a greater degree of risk than investing in domestic investments due to exchange rate fluctuations, possible exchange controls, less publicly-available information, different accounting and auditing standards, more volatile markets, less securities regulation, less favourable tax provisions (including possible withholding taxes), political and social upheaval, war or expropriation. Foreign investments also may be less liquid and more volatile than U.K. investments and may involve higher transaction and custodial costs. In addition, hedging foreign currency exchange rate risk entails additional risk since there may be an imperfect correlation between the Cells' portfolio holdings of investments denominated in a particular currency and the Cells' portfolio holdings of currencies and foreign currency related products purchased

by the Cells to hedge any exchange rate risk. Such imperfect correlation may prevent the Cells from achieving the intended hedge or expose the Cells to additional risk of foreign exchange rate loss.

Options and Warrants

Certain of the Cells or funds in which the Cells invest may engage in various types of options and/or warrant transactions. The leverage offered by options and warrants could cause the value of an investment in the Cells or the underlying fund to be subject to more frequent and wider fluctuations than would be the case if the Cells or underlying fund did not invest in them. If the Cells or underlying fund purchase a put or call option, or a warrant, it may lose the entire premium paid.

Stock options that may be purchased by the Cells or underlying fund include options not traded on a securities exchange. Options not traded on an exchange are not issued by The Options Clearing Corporation; therefore, the risk of non-performance by the obligator on an option may be greater and the ease with which the Cells or underlying fund can dispose of an option may be less than in the case of an exchange traded option issued by The Options Clearing Corporation. Warrants purchased may include warrants issued directly by the issuer or a third party or through a secondary market.

Certain of the Cells or funds in which the Cells invest may also purchase put and call options on stock indices as a hedge against general movements in the securities market or as a hedge against individual positions, on a temporary basis or otherwise. A stock index option is a contract which gives the buyer the right to buy, in the case of a call, or sell, in the case of a put, a specified amount of the stock index at the option exercise price. For example, the Cells or underlying fund may purchase put options on an index in anticipation of a decrease in the market value of the securities underlying the index. The use of options on stock indices enables the Cells or underlying fund to quickly obtain exposure to the equity markets as a hedge against general movements in the securities market or to establish positions which the Manager or Investment Manager believes may increase the return of the Cells or underlying fund. Furthermore, if the Manager or Investment Manager anticipates a short-term change in stock prices, the purchase of options on stock indices might reduce the need to liquidate positions and possibly repurchase positions at a later time.

Overall Investment Risk

All investments risk the loss of capital. The nature of the investments to be purchased and traded by the Cells and the investment techniques and strategies to be employed by the Manager or the Investment Manager may increase this risk. While the Manager or the Investment Manager will use its best efforts in the management of the Cells' portfolio, there can be no assurance that the Cells will not incur losses. Many unforeseeable events, including actions by various government agencies, and domestic and international economic and political developments, may cause sharp market fluctuations which could adversely affect the Cells' portfolio and performance.

Performance Fee

The total amount (as opposed to the percentage) of any performance fee received by the Manager or the Investment Manager from the Cells is variable and cannot be determined in advance. The performance fee may create an incentive for the Manager or Investment Manager to advise in favour of or select investments that are risky or more speculative than would be the case if the Manager or Investment Manager was receiving a flat fee. Further, the Manager or Investment Manager will receive performance fees as to unrealised gains that may never be realised and will not return any performance fee paid for a period in which there is a profit, even if in a subsequent period the Cell concerned does not earn a profit

or suffers a loss. As a result, the performance fee payable may be greater than it would be if it were based solely on realised gains.

Political and Economic Considerations

Legal, tax and regulatory regimes and / or their interpretation may change in the future and this may adversely affect the Cells and / or its investments and therefore the investment returns of the Cells.

Portfolio Turnover

The Cells have not placed any limits on the rate of portfolio turnover and portfolio investments may be sold without regard to the time they have been held when, in the opinion of the Manager or the Investment Manager, investment considerations warrant any action. In light of certain of the Cells' investment objectives and trading strategies, it is likely that those Cells' portfolio turnover rate will be substantial. A high rate of portfolio turnover involves correspondingly greater expenses than a lower rate.

Price Fluctuations

It should be remembered that the value of Participating Shares and the income (if any) derived from them can go down as well as up.

Protected Cell Structure

Investment in a Cell carries with it certain inherent risks including potential non-recognition by Courts outside Guernsey of the segregated nature of the cells and the potential for the Company's actions (including those initiated by its shareholders across all Cells) to affect Cells in different ways, such that an action which may be for the benefit of the Company as a whole may not be for the benefit of an individual.

There can be no guarantee that the segregation of assets and liabilities permitted under Guernsey law will be recognised by the courts of any jurisdiction outside of Guernsey where assets of the Fund are located. Therefore, the assets of the Fund may be exposed to the creditors and liabilities of another Cell in any such jurisdiction. The Investment Manager will seek to reduce this risk where appropriate by requiring that where an actual or potential liability is incurred, the Investment Manager and its counterparties agree that recourse may only be made against the Cell in respect of which the relevant liability is incurred.

Purchases of Investments

There is no assurance that the Manager or Investment Manager will correctly evaluate the nature and magnitude of the various factors that could affect the prospects of the investments a Cell purchases. The Cells may lose their entire investment or may be required to accept cash or securities with a value less than the Cells' original investment. Under these circumstances, the returns generated from the Cells' investments may not compensate the Cells adequately for the risks assumed and an investor may lose the entire amount of their investment.

Purchases of Securities and other Obligations of Financially Distressed Companies

The Cells or funds in which the Cells may invest may purchase securities and other obligations of companies that are experiencing significant financial or business distress, including companies involved in bankruptcy, or other reorganisation and liquidation proceedings. These issuers may be in weak financial condition, experiencing poor operating results, having substantial capital needs or a negative net worth, or facing special competitive or product obsolescence problems. Investments of this type may involve substantial financial and business risks that can result in substantial, or at times even total, losses. Under such circumstances, the returns generated from the Cell's investments may not compensate Shareholders adequately for the risks assumed.

Investments acquired by the Cells or the funds in which they invest may include senior or subordinated debt securities, bank loans, promissory notes and other evidences of indebtedness, as well as payables to trade creditors. Although such purchases may result in significant returns for the Cell, they involve a substantial degree of risk and may not show any return for a considerable period of time. In fact, many of these investments ordinarily remain unpaid while the company is in bankruptcy and may not ultimately be paid unless and until the company reorganises and/or emerges from bankruptcy proceedings. As a result, such investments may have to be held for an extended period of time. The level of analytical sophistication, both financial and legal, necessary for successful investment in companies experiencing significant business and financial distress is high. There is no assurance that the underlying fund managers will correctly evaluate the nature and magnitude of the various factors that could affect the prospects for a successful reorganisation or similar action. In any reorganisation or liquidation proceeding relating to a company in which a Cell or an underlying fund invests, the Cell may lose its entire investment or may be required to accept cash or securities with a value of less than the Cell's original investment. Under such circumstances, the returns generated from the Cell's investments may not compensate Shareholders adequately for the risks assumed.

Among the risks inherent in investments in troubled entities is the fact that it frequently may be difficult to obtain information as to the true condition of such issuers. Such investments also may be adversely affected by laws relating to, among other things, fraudulent transfers and other voidable transfers or payments, lender liability and the bankruptcy court's power to disallow, reduce, subordinate or disenfranchise particular claims. The market prices of such investments are also subject to abrupt and erratic market movements and above-average price volatility, and the spread between the bid and offer prices of such investments may be greater than those prevailing in other markets. It may take a number of years for the market price of such investments to reflect their intrinsic value. Investments in distressed companies may have a limited trading market, resulting in limited liquidity. As a result, underlying fund managers may have difficulties in valuing or liquidating positions.

The administrative costs in connection with a bankruptcy proceeding are frequently high and will be paid out of the debtor's estate prior to any return to creditors (other than out of assets or proceeds thereof, which are subject to valid and enforceable liens and other security interests) and equity holders. In addition, certain claims that have priority by law over the claims of certain creditors (for example, claims for taxes) may be quite high.

Regulatory Change

The insurance, unit trust, open ended investment company, and mutual funds industries are subject to significant regulation. Regulations now affecting these industries may be changed at any time, and the interpretation of these regulations by examining authorities is also subject to change. There can be no assurance that these or any future changes in the laws or regulations or in their interpretation will not

adversely affect the business of companies in these industries or the ability of the Cells successfully to implement their strategy.

Reliance on Key Individuals and Relationships

The Cells' success will depend in substantial part upon the skill and expertise of a small number of investment professionals who are employed by the Investment Manager appointed to each Cell. There can be no assurance that such individuals will continue as employees of the relevant Investment Manager and if one or a number of those individuals became unavailable to the relevant Cell, such absence may adversely impact on the Cell's financial performance.

Reserve for Contingent Liabilities

Under certain circumstances it may be necessary for the Company to establish a reserve for contingent liabilities or withhold a portion of Shareholders' settlement proceeds at the time of redemption, in which case, the reserved portion would remain at the risk of the Company's activities.

Share Value

The value of the Participating Shares may go down as well as up and a Shareholders' entire investment may be lost.

Short Sales

The Cells may invest in funds that effect short sales of investments or may itself sell investments short as an aspect of its investment strategy. Short sales are transactions in which the fund sells an investment or other asset which it does not own (by borrowing the investment), in anticipation of a decline in the market value of the investment or the asset. Although the fund's gain is limited by the price at which it sold the investment short, losses from short sales may be unlimited if the price of the investment sold short will continue to appreciate. Additionally, even though the fund or the Cell secures a "good borrow" of the investment sold short at the time of execution, the lending institution may recall the lent investment at any time, thereby forcing the fund or the Cell to purchase the investment at the then prevailing market price which may be higher than the price at which the investment was originally sold short by the fund or the Cell.

Substantial Redemptions

In the event that there are substantial redemptions in a Cell, it may be more difficult for the Cell concerned to generate returns since it will be operating on a smaller asset base.

If there are substantial redemptions from a Cell within a limited period of time, it may be difficult for the Manager or Investment Manager to provide sufficient funds to meet redemptions without liquidating positions in the underlying assets of the Cell prematurely at an inappropriate time or on unfavourable terms.

In addition, substantial redemption requests in respect of a Cell may result in those requests being delayed, as more fully explained in the section headed "Deferral of Conversions and Redemptions" in the relevant Cell Particulars.

Switching Constraints; Withdrawal Penalties

Successful implementation of certain of the Cells' trading strategies requires that they have the ability readily to switch investments among various index funds and mutual funds on a low cost basis. The mutual funds industry may impose trading size and frequency constraints or limitations on the Cells which could adversely affect the Cells' ability to execute their strategy. In addition, funds in which Cells may invest may also impose dilution levies on the Cells when redemptions exceed certain levels, or may be able to force withdrawals by the Cells and charge penalties, practices which would have the effect of increasing the Cells' trading costs.

Systems Failures

In implementing certain Cells' investment strategy the Manager or Investment Manager relies heavily on its computerised trading model. A failure in the Manager or Investment Manager's computer operating system could have a material adverse effect on the Cells.

Tax Considerations

On the basis that the Company is not resident in the UK for tax purposes and that none of its activities amount to trading in the UK, it should not be subject to UK income tax or corporation tax on any income or other profits or gains of an income nature which it derives from sources outside the UK and it will not be within the scope of UK capital gains tax or corporation tax in respect of capital gains arising outside the UK. The Company will be liable to UK income tax on any income or other profits or gains of an income nature arising within the UK, unless an exemption applies. The Company will be liable to UK capital gains tax on any disposals of UK residential property, unless an exemption applies.

It is the intention of the Directors, so far as they are able, to conduct the affairs of the Company in such a way that it does not become resident in the UK for UK tax purposes and that its activities do not amount to trading in the UK. However, no assurance can be given that this intention will be achieved. Neither the Company, the Manager, the Administrator, nor any Investment Manager accepts any responsibility for any taxes incurred by the Company or by any Shareholder as a result of the Company being UK resident or of its activities amounting to trading in the UK for whatever reason.

Where a Cell invests in investments that are not subject to withholding tax at the time of acquisition, there can be no assurance that tax may not be withheld in the future as a result of any change in applicable laws, treaties, rules or regulations or the interpretation thereof. A Cell will not be able to recover withheld tax and so any change would have an adverse effect on the Net Asset Value of the Participating Shares. Where a Cell sells investments short that are subject to withholding tax at the time of sale, the price obtained will reflect the withholding tax liability of the purchaser. In the event that in the future the investments cease to be subject to withholding tax, the benefit thereof will accrue to the purchaser and not to the Cell. Investors should refer to the section entitled "Taxation" on page 36, and should consult their own professional adviser on the tax implications of their investment.

EU list of non-cooperative tax jurisdictions

On 5 December 2017 the EU Member States released their first agreed list of non-cooperative tax jurisdictions as part of the EU's work to fight tax evasion and avoidance. The list aims to assess jurisdictions against agreed criteria for good governance, including in relation to tax transparency, fair taxation, the implementation of BEPS and substance requirements for zero-tax jurisdictions. The list was

updated on a number of occasions since. There are also lists of jurisdictions who have agreed to commit to address various concerns by certain deadlines (the "**commitments list**"). Guernsey was included on the commitments list in relation to economic substance. In December 2018, Guernsey passed legislation regarding substance requirements and this legislation came into force on 1 January 2019. On 12 March 2019 the EU Council confirmed that Guernsey had met its commitments to introduce economic substance legislation. Guernsey has now been removed from the commitments list and remains off the common list.

At this stage it is unclear what the full implications of being on the common list will be, however, as a starting point it is likely that (i) funds from the European Fund for Sustainable Development (EFSD), the European Fund for Strategic Investment (EFSI) and the External Lending Mandate (ELM) cannot be channeled through entities in countries on the common list (only direct investment in these countries (i.e. funding for projects on the ground) will be allowed, to preserve development and sustainability objectives); (ii) the list is referenced in other relevant legislative proposals (e.g. the public country-by-country reporting proposal includes stricter reporting requirements for multinationals with activities in listed jurisdictions, and in the proposed transparency requirements for intermediaries a tax scheme routed through a listed country will be automatically reportable to tax authorities); and (iii) Member States may agree on coordinated sanctions to apply at a national level against the listed jurisdictions. Should Guernsey ever be placed on the common list, there is a risk that countermeasures could be applied against the listed countries. These could include measures such as increased monitoring and audits, withholding taxes, special documentation requirements and anti-abuse provisions. If countermeasures such as these were to be applied to any jurisdiction in which the Company is resident or operates there could be tax implications and/or additional compliance requirements for the structure which could reduce returns to investors in the Company or result in other adverse tax consequences.

Based upon the activities of the Company, it is not expected that substance requirements in Guernsey will apply to the Company.

Transaction Costs

A Cell's investment approach may involve a high level of trading and turnover of the Cell's investments which may generate substantial transaction costs which will be borne by the Cell.

Undervalued/Overvalued Investments

A Cell may make certain speculative investments in investments which the Investment Manager or Manager believes to be misvalued; however, there can be no assurance that the investments purchased and sold will in fact be misvalued. In addition, a Cell may be required to maintain positions in these investments for a substantial period of time before realising their anticipated value, or they may never realise the anticipated value. During this period, a portion of the Cell's capital may be committed to the investments, thus possibly preventing the Cell from investing in other opportunities. In addition, the Company may on behalf of a Cell finance any purchases with borrowed funds and thus will have to pay interest on the funds during any waiting period.

Use of Side Pockets

The underlying funds in which the Cells may invest may utilise "side pockets". Side pockets are created when certain investments are designated by the managers as not readily marketable or as illiquid. Side pockets are valued separately from the general portfolio of the Cell or underlying fund and once

designated, distinct valuation, allocation, redemption and distribution rights are applied. In general, only investors who are investors at the time that the manager designates the investment as illiquid, creating the side pocket, will be allocated an interest in such investment. Thus, investors who become investors after the side pocket is created will have no interest in such designated investment. Designated investments are generally valued at cost until conversion of all or a portion of a designated investment to cash or more readily valued securities. Accordingly, an investor may not receive its interest in the designated investment immediately upon redemption or in accordance with the applicable redemption provisions in the Cell's or the underlying fund's governing documents. Should a Cell hold interests that are designated as side pockets, Shareholders of that Cell who wish to redeem may not receive their redemption proceeds in accordance with the time frame set forth herein or may receive all or a portion of their redemption proceeds in-kind (i.e., securities representing the designated investment).

Use of Side Letters and modification of terms

The Directors, the Manager and/or the Investment Manager may in their absolute discretion agree with any existing or potential investor in the Company or any Cell, whether by means of a side letter or other agreement, to waive or modify the application of any of the terms described herein or in any document governing such investor's investment in the Company or any Cell or to grant to such investor additional rights and/or access to more information than is granted, or provided, to other investors (each and together, a "Modification of Terms"). Any Modification of Terms may be made in relation to (but is not limited to) the application or calculation of fees, redemption and payment rights, capacity in the Company, access to greater transparency, investment restrictions, notification of certain events, indemnification obligations and/or additional representations, warranties and covenants. None of the Company, the Directors, the Manager or the Investment Manager are obligated to disclose the existence or specific terms of any side letter or other agreement which gives rise to a Modification of Terms to any other investors. The ability of investors to obtain more favourable terms in this manner may disadvantage other investors who do not have a Modification of Terms. Whilst any Modification of Terms may be evidenced through the use of side letters or other agreements, the Company and/or any Cell also have the general discretion to agree any Modification of Terms as provided for in the Company's governing documents, which could be documented through other means.

Use of Soft Commissions or Soft Dollar

The Company, the Manager and the Investment Manager do not engage in "soft dollar" or "soft commission" transactions. However, in selecting brokers and dealers to effect portfolio transactions, the underlying funds in which the Cells may invest have authority to do so and may consider such factors as price, the ability of brokers and dealers to effect the transaction, their facilities, reliability and financial responsibility and any products or services provided by such brokers and dealers. Such products and services generally may benefit other funds and accounts in addition to the underlying fund in which the Cells invest. If the manager of an underlying fund determines in good faith that the amount of transaction costs (e.g., commissions, markups and markdowns) imposed by a broker or dealer is reasonable in relation to the value of the products or services provided by such broker or dealer, the underlying fund may incur transaction costs to such broker or dealer in an amount greater than the amount that might be incurred if another firm were used. Research products or services may include research reports on particular industries and companies, economic surveys and analyses, recommendations as to specific securities and other products or services (e.g., quotation equipment and computer related costs and expenses) providing lawful and appropriate assistance to the manager of the underlying fund in the performance of its investment decision-making responsibilities. "Soft commission" or "soft dollar" payments or rebates of amounts paid to brokers and dealers may arise from over-the-counter principal

transactions, as well as exchange traded agency transactions. In addition, such payments or rebates may be made by futures brokers in connection with futures transactions.

In addition, such payments or rebates may be made by futures brokers in connection with futures transactions.

Volatility

Movements in the Net Asset Value per Participating Share may be volatile from month to month. The positions taken out by the Manager or Investment Manager may well be based upon their expectations of price movements over a period of several months following the trade. In the meantime, the market value of the positions may not increase, and, indeed, may decrease, and this will be reflected in the net asset value per Participating Share and hence the subscription and redemption Prices of the Participating Shares.

AIFM Directive

The AIFM Directive permits AIFMs (such as the Manager) established outside the EEA to market an alternative investment fund (an “AIF”) such as the Company to professional investors in the EEA if certain reporting and disclosure obligations are met. Such obligations have cost implications. For these purposes, “marketing” does not include marketing at the initiative of the relevant investor.

Further amendments to the AIFM Directive are envisaged in due course and a market practice will continue to develop. The Manager will continue to monitor the position and reserves the right to adopt such arrangements as it deems necessary or desirable to comply with the applicable requirements of the AIFM Directive.

If prospective investors are in any doubt as to the consequences of their acquiring, holding or disposing of Participating Shares, they should consult their stockbroker, bank manager, solicitor, accountant or other independent financial adviser.

Military Conflict and Geopolitical Turmoil

The occurrence of military conflict, geopolitical turmoil and other similar world events may have an adverse impact on the Fund and its investments, thereby affecting returns to investors. The Fund could also be subject to a risk of loss arising from exposure that it may incur, indirectly, due to the occurrence of various events, including, without limitation, hurricanes, earthquakes, and other natural disasters, terrorism, armed conflict, war, and other catastrophic events. For example, Russia’s military invasion of Ukraine, the resulting responses by the United States and other countries, and the potential for wider conflict have increased volatility and interjected uncertainty into global financial markets, especially European markets, and could adversely affect regional and global economies.

It is possible that any fallout from the Ukrainian conflict will have effects on other European countries as they address refugee movements and potential further threats. The war in Ukraine may also have the effect of heightening many of the risks described herein. Such risks include, but are not limited to, adverse effects on macroeconomic conditions, including inflation; disruptions to our technology infrastructure, including through cyberattack, ransom attack, or cyber-intrusion; adverse changes in international trade policies and relations; disruptions in global supply chains; and constraints, volatility, or disruption in the capital markets, any of which could negatively affect the Fund's business and financial condition. The United States, the European Union, the United Kingdom and other countries have imposed broad-ranging economic sanctions on Russia and certain Russian individuals, banking entities, and corporations as a response to Russia's invasion of Ukraine. The long-term impact of these sanctions is not entirely clear, but they have the potential to limit potential investment opportunities and may impair cash flow that is material to investment opportunities including, for example, if persons doing business with the Fund become sanctioned parties. The regulatory framework of sanctions is often complex and at times counter-intuitive. It is possible that the Fund might have exposure to transactions that directly or indirectly involve sanctioned parties and that may pose liability and compliance risks.

General

The foregoing factors are not exhaustive and do not purport to be a complete explanation of all the risks and considerations involved in investing in the Cells. In particular, a Cell's performance may be affected by changes in market or economic conditions, and legal, regulatory and tax requirements.

The Cells will be responsible for paying fees and expenses regardless of the level of profitability.

Investment in a Cell may only be suitable as a limited part of an overall portfolio. The general objective of the Cells is to secure capital growth in the long term and investors should accordingly regard investment in a Cell as long term in nature. There can be no assurance that investment policy of any Cell will be successful or that the investment objectives of any of the Cells will be attained.

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

Whilst it may be possible for the Manager or Investment Manager to hedge some of the risks outlined above, it will not be obliged to do so and, if any hedging is carried out, there can be no assurance that it will be successful and it may negate certain profits which the Cells might otherwise have earned or even incur a loss. The Cells will bear the cost of all hedging. Furthermore, it may not always be possible to hedge certain risks in many of the less developed markets in which the investment vehicles may invest as exchange-traded futures and options are not available in certain markets.

Potential investors who are in any doubt as to the risks involved in investment in the Company's Cells are recommended to obtain independent financial advice before making an investment. Investment in any Cell should be made only after consulting with independent, qualified sources of investment and tax advice. Each Cell is a speculative investment, and is not intended to be a complete investment program. It is designed only for sophisticated investors who are able to bear the risk of an investment in a Cell, including the risk of capital loss. There can be no assurance that any Cell will achieve its investment objective.

SUBSCRIPTION, REDEMPTION AND CONVERSIONS OF PARTICIPATING SHARES

Application Procedure

Details of the terms on which the initial offer of Participating Shares of any Cell are made including the Offer Price and the process for subscriptions after the Closing Date can be found in the relevant Cell Particulars.

Redemption Procedure

Participating Shares of each Cell may be redeemed at the Price on any Dealing Day subject to any period of notice as may be specified in the relevant Cell Particulars or any shorter period as the Directors (or their delegates for this purpose) in their absolute discretion shall determine in the particular circumstances. Full details of the terms of redemption of Participating Share are set out in the relevant Cell Particulars.

Valuation

Details of the method and timings of valuations of the property of each Cell and of determining the Price of Participating Shares are set out in the relevant Cell Particulars.

Conversion Procedure

Shareholders are generally entitled to convert Participating Shares of any class within a Cell (the "original Class") or any Cell (the "original Cell") into Participating Shares of another class within a Cell (the "new Class") or another Cell either existing or agreed by the Directors to be brought into existence (the "new Cell").

The terms of conversion will be those set out in the Articles or such other terms as the Directors (or their delegates for this purpose) may determine or as specified in the relevant Cell Particulars. Netting of payments in respect of conversions will ordinarily be possible, i.e., subscription monies payable in respect of conversions into the new Class may be offset against redemption monies payable in respect of the original Class.

Suspension of Calculation of Net Asset Value and Dealing

The Investment Manager of a Cell may declare a suspension of the calculation of the Net Asset Value and the issue, redemption and conversion of Participating Shares of that Cell during:-

1. any period when any Recognised Investment Exchange on which any material part of the investments comprised in the Cell concerned for the time being are listed or dealt in is closed (otherwise than for ordinary holidays) or during which dealings are restricted or suspended, or in the case of investment in a unit trust, mutual fund or open-ended investment company, when the issue or redemption of units or shares is suspended or postponed;
2. the existence of any state of affairs which, in the opinion of the Directors or the Manager or the Investment Manager, would cause the disposal of investments comprised in the Cell to be not reasonably practicable or might seriously prejudice the interests of the Shareholders as a whole;
3. any breakdown in the means of communication normally employed in determining the price of any of the investments comprised in the Cell or the current price on any Recognised Investment

Exchange or when for any reason the prices of any investments cannot be promptly and accurately ascertained;

4. any period when currency conversions which will or may be involved in the realisation of the investments comprised in the Cell or in the payment for investments cannot, in the opinion of the Investment Manager, be carried out at normal rates of exchange; or
5. when a decision is taken to liquidate the Company.

Following a suspension, the calculation of the Price will commence at the Valuation Point for the Dealing Day next after the last day of the suspension period. The fees of the Custodian, Administrator, the Manager and the Investment Manager will continue to accrue during the period of suspension and will be calculated by reference to the last valuation prior to the suspension coming into effect.

Eligible Investors and “US Persons”

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

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

It is contemplated that the Directors (or their delegates for this purpose) may decide to accept applications for Participating Shares from a limited number of “accredited investors” (as defined in the United States Securities Act of 1933) in the United States provided that the Directors (or their delegates for this purpose) receive evidence satisfactory to them that the sale of Participating Shares to the investor is exempt from registration under the securities laws of the United States including, but not limited to, the said Act and, in all events that there will be no adverse tax consequences to the Company, any Cell or its Shareholders as a result of the sale.

The Company will not be registered under the 1940 Act. Based on interpretations of the 1940 Act by the staff of the United States Securities and Exchange Commission relating to foreign investment entities, if the Company or any Cell has more than 100 beneficial owners of its Participating Shares who are US Persons, the Company may become subject to the 1940 Act. The Directors will not knowingly permit the number of Shareholders in any Cell who are US Persons to exceed 50.

Other than in relation to FATCA, the Company does not, and does not intend to, operate in a manner that would require compliance (whether by the Company, any Cell, or any shareholder in the Company or any Cell) with the laws, rules or regulations of the United States of America (“**US Legislation**”). Accordingly no Cell is nor will any Cell be designed to comply with US Legislation other than FATCA, (including, without limitation, the United States of America Employee Retirement Income Security Act of 1974, as amended), nor shall the Company or any Cell be obliged to provide financial or other information (including, without limitation, in relation to Passive Foreign Investment Companies) as a consequence or in relation to any US Legislation other than FATCA. For more information on FATCA, please refer to the paragraph entitled “FATCA” on page 42 below.

Applicable terms as to the category of persons or entities that comprise eligible investors may differ between Cells, and where differences to the above or additional matters apply in respect to a particular Cell, details will be contained in the relevant Cell particulars.

Meaning of “US Person”

For the purpose of these Particulars, but subject to applicable law and to any changes as may be notified by or on behalf of the Company to applicants for Participating Shares and transferees, a US Person shall have the same meaning as in Regulation S, as amended from time to time, of the 1933 Act. Regulation S currently defines a “US Person” as: (a) any natural person who is a resident of the United States; (b) any partnership or corporation organised or incorporated under the laws of the United States; (c) any estate of which any executor or administrator is a US Person as defined in sub-paragraphs (a) and (b) herein; (d) any trust of which any trustee is a US Person as defined in sub-paragraphs (a) and (b) herein; (e) any agency or branch of a foreign entity located in the United States; (f) any non-discretionary account or similar account (other than an estate or trust) held by a dealer or similar fiduciary for the benefit or account of a US Person; (g) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organised, incorporated or, if an individual, resident in the United States; or (h) any partnership or corporation (i) if organised or incorporated under the laws of any foreign jurisdiction and (ii) formed by a US Person principally for the purpose of investing in securities not registered under the 1933 Act, unless it is organised or incorporated, and owned, by accredited investors (as defined in Rule 501(a) under the 1933 Act) who are not natural persons, estates or trusts. “US Person” does not include: (a) a discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-US Person by a dealer or other professional fiduciary organised, incorporated or, if an individual, resident in the United States; (b) any estate of which any professional fiduciary acting as executor or administrator is a US Person if (i) an executor or administrator of the estate who is not a US Person has sole or shared investment discretion with respect to the assets of the estate and (ii) the estate is governed by foreign law; (c) any trust of which any professional fiduciary acting as trustee is a US Person if a trustee who is not a US Person has sole or shared investment discretion with respect to the trust assets, and no beneficiary of the trust (and no settlor if the trust is revocable) is a US Person; (d) an employee benefit plan established and administered in accordance with the law of a country other than the United States and customary practices and documentation of that country; or (e) any agency or branch of a US Person located outside the United States if (i) the agency or branch operates for valid business reasons and (ii) the agency or branch is engaged in the business of insurance or banking and is subject to substantive insurance or banking regulation, respectively, in the jurisdiction where located.

Transfers of Participating Shares

The Participating Shares are freely transferable although the Directors (or their delegates for this purpose) have discretion to refuse to register a transfer of Participating Shares:

1. if the transfer would result in the transferor or the transferee being the holder of less than the minimum number of Participating Shares or the minimum amount in value of a holding of Participating Shares as specified in the relevant Cell Particulars;
2. if it appears to the Directors (or their delegates for this purpose) that the transferee is not qualified to hold Participating Shares or that the registration of the transferee as a Shareholder will or may result in the Company or, in the reasonable opinion of the Directors (or their delegates for this purpose), any fund in which a Cell is invested, incurring any liability to taxation or suffering any pecuniary or other disadvantage which the Company might not otherwise have incurred or

suffered or which may cause the Company to be classified as an “investment company” under the 1940 Act; or

3. if the transferee fails or refuses to furnish the Directors with any other information or declarations as they may require.

The Directors (or their delegates for this purpose) will not exercise this discretion unreasonably. Every transfer form submitted for registration must be accompanied by an application form completed by the transferee including the transferee’s redemption payment instructions and the Directors reserve the right to refuse to register a transfer until the instructions have been lodged.

CREST

CREST is a paperless settlement procedure enabling securities to be evidenced otherwise than by a certificate and transferred otherwise than by a written instrument in accordance with the Uncertificated Securities Regulations 2001 (SI 2001 No. 3755). While it is not presently possible to transfer shares issued by open-ended collective investment schemes through CREST, the Articles contain provisions permitting the holding of Participating Shares under the CREST system should that become possible. Should the transfer of Participating Shares through CREST become possible, the Directors would only be able decline to register a transfer of an uncertificated Participating Share in the circumstances set out in regulations issued for this purpose under the Companies Law (if any) or such as may otherwise from time to time be adopted by the Board on behalf of the Company and the rules of CREST.

MANAGEMENT AND ORGANISATION

Directors of the Company

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

Nicola Walker – Chair of the Board:

Nicola has sat on various boards as a non-executive director over the last 16 years gaining relevant experience in investment management with significant AUM ranging from life sciences to property. She is experienced in corporate governance, risk management and investment transactions. Nicola was previously managing director of two offshore administration business, a joint founder of Belasko Administration Limited from 2011 - 2020 and Schroders Private Equity Services from 2003 - 2010. Nicola is a Fellow of the Institute of Chartered Governance (previously Institute of Chartered Secretaries & Administrators) and has a BA Honours in modern European studies from Nottingham Trent University.

Daniel Underwood:

Daniel joined Saltus in April 2020 as Chief Financial Officer to lead the group's finance function. A Fellow of the Institute of Chartered Accountants for England & Wales, Daniel works with internal stakeholders to produce the ongoing group financial management reporting, budgeting, and forecasting. He has responsibility for cashflow monitoring as well as capital compliance and relationships with our external funding partners. As part of the Mergers & Acquisitions team, Daniel supports the commercial, financial and legal due diligence workstreams and has particular expertise in financial modelling and merger accounting. Daniel is also the Chair of the Saltus Risk Committee and has various directorships and appointments across the group subsidiary companies. After obtaining his 1st Class Masters in Aerospace Engineering in 2005, Daniel joined Smith & Williamson in 2007, qualifying as a Chartered Accountant in 2010. Since then, he has worked in various roles and sectors providing him with wide ranging commercial and strategic experience.

Damien Fitzgerald

Damien has accumulated a wealth of knowledge with 24 years of fund administration, corporate governance, accounting and audit experience, including 18 years in Guernsey's financial services industry. Prior to joining Zedra as Head of Funds in August 2021, he was Head of Funds at another renowned fund services administrator in Guernsey, leading a team of 70 and chairing all of their Guernsey regulated boards. Previous experience also includes senior roles at several other Guernsey based administrators as well as KPMG in Guernsey and Deloitte in Ireland. Damien is a Fellow of the Chartered Accountants Ireland and holds a Diploma from the Institute of Directors.

John Donnelly

John is a Chartered Accountant (ICAS) and Chartered Secretary (ICSA) with 16 years' experience in financial services (Funds, Private Equity and Professional Practice) across the United Kingdom, Bermuda and the Channel Islands. Prior to joining Zedra as Head of Fund Operations and latterly Client Director, John has worked with State Street in Guernsey, Aon in Bermuda and Citi in Edinburgh, where he worked collaboratively with colleagues to deliver seamless client service through quality assurance, strengthened internal controls and provided oversight of operational change projects.

Peter Bruges

Peter joined the Company's board in January 2022. A qualified accountant, he is also currently CEO and on the board of Bourse Trust Company, a licenced fiduciary in Guernsey. Peter has over 15 years of experience in senior finance and board positions with Terra Firma Capital Management, Praxis and the Channel Islands Cooperative.

A full list of the directorships held by each of the Directors of the Company is available upon request from the Administrator at its registered office.

The office of Director shall be vacated:

- (a) if a Director resigns;
- (b) if a Director becomes bankrupt, suspends payment of compounds with his creditors, or is adjudged insolvent or has his affairs declared en désastre or has a preliminary vesting order made against his Guernsey realty;
- (c) if a Director is absent from three consecutive meetings without the approval of the other Directors and a resolution of the Board is passed for his removal;
- (d) if a Director is prohibited from being a director by an order made under any law or enactment;
- (e) if, after his appointment, a Director becomes resident in the United Kingdom or as a result thereof a majority of the Directors are resident in the United Kingdom;
- (f) if a Director dies;
- (g) if a Director is removed by resolution of the Directors in writing signed by all his co-Directors (being not less than two in number) provided that, until the date of such written resolution, his acts as a Director shall be as effectual as if his office were not vacated; or
- (h) if he is removed from office by an ordinary resolution of Shareholders.

Other or additional directors may be elected by the Directors or Shareholders of the Company (the latter in general meeting), either to fill a casual vacancy or as an addition to the existing Directors. At least seven days written notice must be given to the Company of the intention of any Shareholder to propose any person other than a retiring Director for election to the office of director and the notice must be accompanied by notice in writing signed by the person to be proposed confirming his willingness to be appointed, provided that if the Shareholders present at a general meeting unanimously consent, the chairman of the meeting may waive the notice and submit to the meeting the name of any person so nominated.

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

The Manager

The Manager, Saltus (Channel Islands) Limited, was registered in Guernsey on 16 September 2005. The issued and paid up share capital of the Manager is £10,000 divided into 10,000 shares of £1 each. The Manager is an ultimate subsidiary of Saltus Partners LLP, a limited liability partnership registered on 16 June 2004 in England and Wales.

At the date hereof the business of the Manager comprises the provision of management services to the Company and Alternative Liquidity Solutions Limited (formerly Saltus European Debt Strategies Limited) (“Alternative”), which is a closed-ended investment company. Alternative was placed into voluntary liquidation by the members on 15 May 2013. The Manager has been appointed as the manager of the Company pursuant to a management agreement dated 25 October 2006 (the “Management Agreement”) between the Manager and the Company and in respect of certain Cells pursuant to a separate management agreement relating to such Cell.

The Manager may provide management services to other persons provided that the provision of the services does not impair the Manager’s ability to perform the contractual obligations owed under any management agreement between it and the Company.

The Directors of the Manager are Daniel Underwood, Nicola Walker, Damien Fitzgerald and John Donnelly. Nicola Walker is also appointed as Director of Risk.

Under the Management Agreement:

- (1) The Manager’s appointment may be terminated at any time by the Company upon the insolvency, liquidation (save for the purpose of a previously approved winding up) or receivership of the Manager, if the Manager ceases to be qualified to act as manager, if for good and sufficient reason the Company is of the opinion that a change of manager is desirable in the interests of Shareholders, if an Extraordinary Resolution is passed removing the Manager or if the holders of three quarters of all the Participating Shares in issue request the removal of the Manager. The Company is also entitled to remove the Manager by giving not less than 12 months’ notice in writing.
- (2) Under the terms of the Management Agreement the Manager is not liable for any acts or omissions in the performance of its services under the Management Agreement in the absence of wilful default, negligence or fraud and subject thereto the Manager is entitled to be indemnified to the extent permitted by law, against all actions, proceedings, claims and demands arising in connection with the performance of its services.
- (3) The Manager may deal in Participating Shares without accounting to the Shareholders or the Company for any profits.

Alternative provisions may apply in respect of certain Cells, particulars of which will be contained in the relevant Cell Particulars.

The Investment Manager

Details of the Investment Manager of each Cell are set out in the relevant Cell Particulars.

The Administrator

The Manager has delegated to Zedra Fund Managers (Guernsey) Limited certain of its administrative duties under the Management Agreement as detailed below. The Administrator was registered in Guernsey on 6 March 1998. The Administrator is licensed to provide administrative and other services to collective investment schemes by the GFSC. Pursuant to an administration agreement and subsequent Addendums together the “Administration Agreement”) between the Administrator, the Manager and the Company, the Administrator will be responsible, among other things, for the following matters, under the general supervision of the Manager:

- communicating with Shareholders;
- keeping the accounts of the Company and each Cell and any necessary books and records;
- processing subscription, conversion and redemption applications;
- determining the Net Asset Value of each Cell;
- calculating the Price at which Participating Shares are to be issued and redeemed;
- calculating the fees of the Manager, the Investment Manager, the Administrator and the Custodian; and
- verifying the identity of investors and the source of subscription monies in compliance with anti-money laundering procedures.

The Administration Agreement may be terminated by either party on not less than three months’ notice, or earlier upon certain breaches of the Administration Agreement or the insolvency or receivership of either party or if the Administrator ceases to be qualified to act as administrator.

The Manager has agreed that it shall not hold the Administrator liable for any acts or omissions in the performance of its services under the Administration Agreement in the absence of negligence, bad faith, reckless disregard and fraud and subject thereto to indemnify the Administrator, to the extent permitted by law, against all actions, proceedings, claims and demands arising in connection with the performance of its services.

There are no arrangements with third parties under which the Administrator will receive indirect payments for its services.

The Custodian

By an agreement dated 25 October 2006 as amended (the “Custodian Agreement”), the Company has appointed Butterfield Bank (Guernsey) Limited to act as the Custodian of the assets of each Cell. The Custodian was incorporated with limited liability in Guernsey on 26 July 1989 and is a wholly owned subsidiary of The Bank of N.T. Butterfield & Son Limited, a corporation established in Bermuda. The Custodian has an issued and fully paid up share capital of £55 million and provides a full range of banking, trustee and custodial services. The Custodian is licensed by the GFSC to act *inter alia* as custodian or trustee of Guernsey based collective investment schemes and in addition is a bank licensed under the provisions of the Banking Supervision (Bailiwick of Guernsey) Law, 2020. The Custodian will also provide banking and related services to the Company on normal commercial terms and will be entitled to retain all benefits arising therefrom.

The Custodian is not entitled to retire voluntarily except upon the appointment of a new custodian. If the Custodian desires to retire, or goes into liquidation (other than voluntary liquidation for the purpose of reconstruction or amalgamation) or if a receiver is appointed over any of its assets, or if the Custodian ceases to be qualified under the Class B Rules then the Manager must appoint another qualified custodian to take the Custodian’s place.

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

The Registrar

Pursuant to the terms of the Custodian Agreement, the Custodian is required to maintain the Register of Shareholders. As permitted by the Custodian Agreement, the Custodian has appointed the Administrator to maintain the Register by way of a separate Registrar Agreement.

All Shares issued will be registered and the Register will be conclusive evidence of ownership. The Register may be inspected by Shareholders during normal business hours on any Business Day at the registered office of the Administrator.

Any changes to a Shareholder’s details must be notified immediately to the Administrator in writing. The Manager reserves the right to require an indemnity or verification countersigned by a bank, stockbroker or other party acceptable to it before the Administrator can accept instructions to alter the Register.

The Auditors

The Company has entered into an engagement letter with BDO Limited appointing them as the auditors of the Company (the “Auditors”). The Auditors are responsible for undertaking the annual audit in respect of the Company. Pursuant to the engagement letter, the Company will agree to indemnify and hold harmless the Auditors and their personnel from any and all claims, liabilities, costs and expenses related to the Auditors’ services under the engagement letter, except to the extent finally determined to have resulted from the wilful or intentional neglect or misconduct or fraudulent behaviour of the Auditors.

Shareholders have no direct contractual rights against the Auditors.

FEES AND EXPENSES

Establishment Costs

The costs and expenses associated with the organisation and the initial offering of Participating Shares of each Cell including the costs incurred in connection with the preparation of these Particulars, any listing of the Participating Shares, registration fees, document duty and professional fees and expenses have been borne by either the Cell (where applicable), or the Manager or the Investment Manager and amortised as detailed in the Cell Particulars.

Fees of the Manager

The Company has agreed with the Manager that the Manager shall be entitled to receive from each Cell for its services a fee at an annual rate not exceeding 2 per cent of Net Asset Value (the “Management Fee”) and where it acts as Investment Manager an incentive fee not exceeding 25 per cent of any out-performance (the “Performance Fee”). The maximum rate at which the Management Fee is payable cannot be increased without the prior approval of an Extraordinary Resolution of Shareholders. Details of the Management Fee and any Performance Fee currently applicable to each Cell (including any variation from the above as to such fees as they relate to a particular Cell) can be found in the relevant Cell Particulars. The Manager (or any Investment Manager appointed by it) shall not be entitled to increase the current rates of the Management Fee and the Performance Fee payable in respect of any Cell (subject to the maximum permitted rates applicable to such Cell) without first giving each Shareholder in the relevant Cell 90 days’ written notice of its intention to do so, or if a longer notice period is required, as detailed in the relevant Cell Particulars.

Fees of the Investment Manager

The fees payable to the Investment Manager are detailed in the relevant Cell Particulars.

Administration Fees

The fees payable to the Administrator in respect of each Cell may be borne by either the Cell (pro rata with other Cells of the Company where applicable), the Manager or the Investment Manager as detailed in the relevant Cell Particulars.

Custodian Fees

The fees payable to the Custodian in respect of each Cell may be borne by either the Cell (pro rata where applicable), the Manager or the Investment Manager as detailed in the relevant Cell Particulars.

Directors’ Fees

The aggregate remuneration (excluding any expenses as detailed below) payable to the Directors in the current financial year will not exceed £100,000.

Where any Director carries out special services over and above his ordinary duties to the Company he may receive extra remuneration for those services on a case by case basis as determined by the board of Directors.

Other Operating Expenses

Where any of the following costs or expenses or any other liabilities are incurred by the Company and are, in the opinion of the Directors, wholly attributable to a particular Cell, they shall be borne by that Cell, and where such costs and expenses are not wholly attributable to a particular Cell, they shall be borne by the Cells in such proportions as the Directors shall deem is fair and reasonable:

- any stamp and other duties, taxes, governmental charges, commissions, brokerage, transfer fees, registration fees and other charges payable in respect of the acquisition, holding or realisation of any investment and any foreign exchange transactions carried out in connection therewith;
- interest on borrowings undertaken by the Company in relation to any Cell and charges incurred in negotiating, effecting, varying or terminating the terms of any borrowings;
- any costs incurred in modifying the Management Agreement, the Custodian Agreement or the Articles (provided that if any modification proposed to the Articles or this Agreement is proposed by the Manager and is wholly or primarily for the benefit of the Manager, the Manager shall bear the costs thereby incurred);
- any costs incurred in modifying or up-dating the offering documents of the Company or a Cell;
- any costs incurred in respect of meetings of Directors;
- any costs incurred in respect of meetings of Shareholders;
- the fees and expenses of the Auditors;
- the fees of the GFSC, the Guernsey Revenue Service and of any regulatory authority in a country or territory outside Guernsey in which Participating Shares are or may be marketed;
- the costs incurred in printing, publishing, dispatching and revising the Scheme Particulars and printing and publishing annual and interim reports and any reports which accompany the same;
- the expenses of the Directors including the cost of purchasing and maintaining insurance for or for the benefit of any persons who are or were at any time Directors, officers or employees of the Company;
- the fees and expenses of accountants, lawyers and other professional advisers of the Company (other than the fees and expenses of any advisers appointed to advise the Manager on the selection and management of the Company's investments);
- expenses incurred in the preparation, printing and dispatching of certificates, tax vouchers, warrants, proxy cards and contract notes;
- expenses incurred in the preparation of financial and/or tax information in non-standard formats including any information required by tax authorities outside Guernsey;
- the expenses of publishing details and prices of Participating Shares in newspapers and other media (to the extent required or deemed necessary by the Directors);

- all legal and professional expenses incurred by the Manager in the initial negotiation, preparation and settling of the Management Agreement, the Custodian Agreement, the Administration Agreement and any Investment Management Agreement;
- the initial listing and continued listing of Participating Shares of any Cell on any stock exchange, the initial issue of the Participating Shares of any Cell and the advertising and promotion generally of the Participating Shares of any Cell;
- the cost of minute books and other documentation required by the Law, the Class B Rules and the Articles to be maintained by the Company;
- the operating expenses of any subsidiary of the Company; and
- any other costs and expenses properly incurred by the Company in the course of its business and not expressly the responsibility of the Manager under the Management Agreement.

The amount of fees and expenses that are borne by the Company will vary over time and, therefore, there is no maximum amount of fees and expenses payable.

The Manager may pay certain of the expenses referred to above on behalf of a Cell(s) and these will be disclosed in the relevant Cell Particulars

TAXATION

The following is intended only as a brief (and necessarily incomplete) summary of certain Guernsey and United Kingdom tax consequences that may result to the Company and its Shareholders. The following is subject to change and does not constitute legal, tax or exchange control advice. The following relates to a Shareholder holding Participating Shares as an investment and is based on law and practice in force in the relevant jurisdictions at the date of this document. There can be no guarantee that the tax position or the proposed tax position prevailing at the time an investment in the Company is made will endure indefinitely.

Prospective Shareholders should consult their own professional advisers on the implications in the relevant jurisdiction(s) of buying, holding, disposing of or redeeming Participating Shares, including the provisions of the laws of the jurisdiction in which they reside, hold citizenship or are domiciled or are otherwise subject to tax.

The Company may be subject to local withholding taxes in respect of income or gains derived from its investments in certain countries and underlying investments. Taxation law and practice and the levels and bases of and reliefs from taxation relating to the Company and to Shareholders may change from time to time.

Guernsey

The Company

The Company has applied to Guernsey's Director of Revenue Service and for the current year has obtained exempt status under the Income Tax (Exempt Bodies) (Guernsey) Ordinance 1989 (the "**Ordinance**"). As an exempt company, the Company will be treated as not resident in Guernsey for the purposes of liability to Guernsey income tax. It is the intention of the Company's Directors to apply for similar treatment in future years and to conduct the affairs of the Company so as to ensure that it retains such exempt status. Under the provisions of the Ordinance the Company pays an annual fee to the Director of Revenue Service that is currently fixed at £1,200 (which is not dependent on the number of cells comprised within the Company), but will be exempt from tax in Guernsey on income arising in Guernsey from a relevant bank deposit and any income that does not have its source in Guernsey.

Where a Cell invests in investments that are not subject to withholding tax at the time of acquisition, there can be no assurance that tax may not be withheld in the future as a result of any change in applicable laws, treaties, rules or regulations or the interpretation thereof. A Cell will not be able to recover withheld tax and so any change would have an adverse effect on the Net Asset Value of the Participating Shares. Where a Cell sells investments short that are subject to withholding tax at the time of sale, the price obtained will reflect the withholding tax liability of the purchaser. In the event that in the future the investments cease to be subject to withholding tax, the benefit thereof will accrue to the purchaser and not to the Cell.

The Shareholders

Provided the Company maintains its exempt status, Shareholders who are resident for tax purposes in Guernsey, Alderney or Herm will suffer no deduction of tax by the Company from any dividends payable by the Company but the Administrator will provide details of distributions made to Shareholders resident in the Islands of Guernsey, Alderney and Herm to the Director of Revenue Service in Guernsey, including

the names and addresses of the Guernsey resident Participating Shareholders, the gross amount of any distribution paid and the date of the payment. Shareholders resident outside Guernsey will not be subject to any tax in Guernsey in respect of distributions paid in relation to any Participating Shares owned by them. The Director of Revenue Service can require the Company to provide the name and address of every Guernsey resident who, on a specified date, has a beneficial interest in Participating Shares, with details of the interest.

Guernsey currently does not levy taxes upon capital inheritances, capital gains gifts, sales or turnover (unless the varying of investments and the turning of such investments to account is a business or part of a business), nor are there any estate duties (save for registration fees and ad valorem duty for a Guernsey Grant of Representation where the deceased dies leaving assets in Guernsey which require presentation of such a Grant).

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

The United Kingdom

The Company

On the basis that the Company is not resident in the UK for tax purposes and that none of its activities amount to trading in the UK, it should not be subject to UK income tax or corporation tax on any income or other profits or gains of an income nature which it derives from sources outside the UK and it will not be within the scope of UK capital gains tax or corporation tax in respect of capital gains arising outside the UK. The Company will be liable to UK income tax on any income or other profits or gains of an income nature arising within the UK, unless an exemption applies. The Company will be liable to UK capital gains tax on any disposals of UK residential property, unless an exemption applies.

It is the intention of the Directors, so far as they are able, to conduct the affairs of the Company in such a way that it does not become resident in the UK for UK tax purposes and that its activities do not amount to trading in the UK. However, no assurance can be given that this intention will be achieved. Neither the Company, the Manager, the Administrator, nor any Investment Manager accepts any responsibility for any taxes incurred by the Company or by any Shareholder as a result of the Company being UK resident or of its activities amounting to trading in the UK for whatever reason.

The Shareholders

Taxes on income

Dividends and other distributions of an income nature paid on all forms of Participating Shares held by UK resident Shareholders may, whether or not reinvested, be subject to UK income tax or corporation tax. Accordingly, dividends paid on Participating Shares in respect of which an investor elects to have to have their cash dividend applied in subscribing for new Participating Shares will be subject to UK income tax or corporation tax even though they will be immediately re-invested in further Participating Shares.

UK resident individuals are subject to income tax on foreign dividends at their prevailing dividend tax rate. Modified rules, which are not discussed in this summary, apply to UK resident Shareholders who are individuals not domiciled within the UK.

Where a Cell fails to meet the qualifying investments test (which, broadly speaking, it will do if 60% or more of its investments comprise deposits, securities (other than shares) and certain similar investments),

distributions made to holders of Participating Shares of such Cell will be taxed as interest income and not as a foreign dividend/.

Shareholders should consider the points made under the heading “UK offshore fund rules” and should note that, if the Directors seek certification of a class of Participating Shares in which they invest as a “reporting fund” for the purposes of UK taxation they will be charged to UK tax not only on income distributed but also on their share of reported income to the extent it exceeds such distributions.

Certain classes of overseas dividend distributions received by UK corporate shareholders are exempt from tax. The exemption applies to dividends and other distributions received on or after 1 July 2009. Corporate Shareholders are advised to seek their own specialist advice in relation to how (if at all) these rules affect them and should also consider the discussion below under the heading “Participating Shares treated as loan relationship”.

Where income equalisation applies, the first distribution or accumulation of income after Participating Shares are issued may include an amount reflecting accrued income included in the issue price. This amount may be capital (and may be a refund of capital) and would not generally be subject to tax as income.

UK offshore funds rules

Under the UK’s offshore funds legislation, any gain arising on the sale, disposal or redemption of a relevant interest in an offshore fund held by persons who are resident or ordinarily resident in the UK for tax purposes will be taxed at the time of such sale, disposal or redemption as income and not as a capital gain. Participating Shares will constitute relevant interests in an “offshore fund” for the purposes of the legislation. These rules do not, however, apply where a fund is certified by HM Revenue & Customs as a “reporting fund” (or, as applicable, in respect of periods of account during which the old offshore funds legislation applied, as a “distributing fund”) throughout the period during which an investor holds that interest (i.e. the Participating Shares).

Provided a class of Participating Shares obtains such certification throughout the period during which an investor holds their interest (and, where the class of Participating Shares existed on 1 December 2009, obtained certification as a “distributing fund” for all accounting periods to which the old offshore funds legislation applied), Shareholders who are resident or ordinarily resident in the UK for tax purposes (other than investors who are dealing in the Shares who are subject to different rules) should be liable to capital gains tax (or corporation tax on capital gains) in respect of any gain realised on disposal or redemption of the relevant Participating Shares. Any such gain may however be reduced by any general or specific UK capital gains tax exemption or allowance available to a Shareholder and may result in certain investors incurring a proportionately lower UK tax charge.

On an annual basis “reporting funds” must report any excess reportable income to investors of the certified Participating Shares and this excess reportable income must be included in the UK income tax return of those investors.

Unless it is stated in the relevant Supplemental Scheme Particulars that the Directors of the Company intend not to apply for certification of a particular future class of Participating Shares as a “reporting fund”, the Directors’ intention is to seek certification of all future classes of Participating Shares as “reporting funds” for the purposes of UK taxation and to comply with any requirements to maintain

reporting fund status for the below Cells although Shareholders who are resident in the UK should note that no guarantee can be given that such certification will be obtained or maintained.

The list of certified Participating Shares registered as reporting funds is available on the HMRC website.

<https://www.gov.uk/government/publications/offshore-funds-list-of-reporting-funds>

- Saltus Private Assets Portfolio
- Westbridge Fund
- Kestrel Opportunities

Individual classes of shares within the same offshore company may constitute separate “offshore funds” for these purposes so that a class of Participating Share may qualify for “reporting fund” tax status even if all of the classes of shares within the Company do not so qualify.

Shareholders who are resident in the UK should note that no guarantee can be given that such certification will be obtained or maintained.

Shareholders resident or ordinarily resident in the UK that subsequent to subscription wish to switch Participating Shares of a Cell which has not at all relevant times been a distributing or reporting fund to Participating Shares of another Cell should note that such switching may give rise to a disposal triggering a potential liability to income tax or corporation tax on income depending upon the value of the shareholding on switching.

Prior to December 2014 there was a “distributing fund” offshore fund regime which required annual compliance with HMRC and a distribution of 85% of the income of a fund to be made to investors on an annual basis.

UK Capital Gains Tax

Should a class of Participating Shares obtain certification as a reporting and/or distributing fund for all relevant accounting periods, Shareholders in that class who are resident or ordinarily resident in the UK will generally be liable to UK capital gains tax or corporation tax on chargeable gains in respect of gains arising on the disposal or deemed disposal (including a switch between Cells and a redemption) of their Participating Shares.

UK resident or ordinarily resident individuals will generally be liable to capital gains tax at the prevailing capital gains tax rate. Such individuals should not be liable to capital gains tax on gains falling within their annual capital gains tax exemption. Modified rules, which are not discussed in this summary, apply to UK resident Shareholders who are individuals not domiciled within the UK.

UK resident companies are subject to corporation tax on chargeable gains at corporation tax rates. See, however, the following discussion of Participating Shares treated as a loan relationship.

Where income equalisation applies to Participating Shares, the part of the issue price of Participating Shares which reflects accrued income and is repaid to the investor with the first distribution of income following the issue is generally deducted from the investor’s capital gains tax base cost in the Participating Shares.

Moreover any part of the disposal proceeds relating to Participating Shares in that Cell comprising accrued income may be subject to UK income tax or corporation tax.

Participating Shares treated as loan relationship

Special rules apply to corporate Shareholders within the charge to corporation tax which in certain circumstances could result in their Participating Shares being treated for the purposes of the UK's corporate debt rules as rights under a creditor relationship of the corporate Shareholder. A fair value basis of accounting would have to be used, for corporation tax purposes, as respects the deemed creditor relationship.

Inheritance tax

A gift of Participating Shares or the death of a holder of Participating Shares or certain transactions involving trusts may give rise to a liability to UK inheritance tax. For these purposes, a transfer of assets at less than their full market value may be treated as a gift. However, an individual who is not domiciled in the UK, and is not deemed to be domiciled there under special rules relating to long residence or previous domicile in the UK, is not generally within the scope of inheritance tax as respects assets situated outside the UK. Participating Shares in the Company should constitute assets situated outside the UK for inheritance tax purposes.

Anti-avoidance provision

The attention of Shareholders who are individuals ordinarily resident in the UK is drawn to sections 714 to 751 of the Income Tax Act 2007 ("ITA 2007"). These sections contain provisions to prevent avoidance of UK income tax by such individuals by means of transactions (which could include acquiring Participating Shares in the Company) which result in income arising to persons abroad (such as the Company). These provisions may render such individuals liable to UK income tax in respect of income and profits of the Company not distributed to them.

As pointed out elsewhere in this section of these Scheme Particulars relating to taxation, prospective Shareholders should consult their UK professional adviser as to their UK tax position in relation to the Company. This should, in particular, include advice as to whether or not the provisions of sections 714 to 751 of ITA 2007 will apply to Participating Shares in the Company acquired by them.

Other anti-avoidance provisions

The attention of Shareholders within the charge to UK tax is drawn to sections 682 to 713 of ITA 2007. These contain provisions to cancel tax advantages from certain transactions in securities which may render such Shareholders liable to taxation in respect of, inter alia, the issue, redemption or sale of Participating Shares or distributions of a capital nature in respect of them.

Gains accruing to a non-UK resident may be subject to capital gains tax in the case of an individual who was UK resident before he became non-UK resident and who again becomes UK resident within five years of his departure from the UK.

The attention of Shareholders who are resident or ordinarily resident in the UK is also drawn to section 13 of the Taxation of Chargeable Gains Act 1992. If the Company is not resident in the UK but would be a “close” company if it were so resident, the provisions of this section may in certain circumstances have the effect of making such a Shareholder liable to UK capital gains tax (or, in the case of companies, corporation tax on chargeable gains) on an apportioned part of any capital gains accruing to the Company. Such a charge to tax would not, however, apply where 10% or less of the capital gain would be apportioned to the Shareholder and to persons connected with him. Section 13 applies to “offshore income gains” (gains charged to tax under the offshore funds provisions as if they were income) in the same way, broadly, as it applies to capital gains.

The provisions concerning controlled foreign companies (“CFC”) have the effect in certain circumstances of making a company resident in the UK liable to UK corporation tax on, or by reference to, the profits of a company resident outside the UK (such as the Company). Such charge to tax would not, however, apply where less than 25% of the non-UK resident company’s “chargeable profits” could be apportioned to the resident company or to associated or connected persons.

Stamp Duty and Stamp Duty Reserve Tax (SDRT)

This paragraph is intended as a guide to the current general stamp duty and SDRT position and does not relate to persons such as market makers, brokers, dealers, intermediaries and persons connected with depository arrangements or clearance services, to whom special rules may apply. No UK stamp duty or SDRT will be payable on the issue of the Participating Shares. UK stamp duty is payable on any instrument of transfer of Participating Shares executed within, or in certain cases brought into, the UK. Provided that the Participating Shares are not registered in any register of the Company kept in the UK, any agreement to transfer the Participating Shares should not be subject to UK SDRT.

The above summary is only intended as a brief and general guide to the main aspects of current UK tax law and HMRC practice applicable to the holding and disposal of Participating Shares in the Company (which may change in the future). It is not intended to provide specific advice and no action should be taken or omitted to be taken in reliance upon it. It is addressed to ordinary investors who are the absolute beneficial owners of Participating Shares held as investments and not, therefore, to special classes of Shareholder such as financial institutions or remittance basis users. Accordingly, its applicability will depend upon the particular circumstances of individual Shareholders. The summary is not exhaustive and does not generally consider tax reliefs or exemptions. Any prospective Shareholder who is in any doubt as to his UK tax position in relation to the Company should consult his UK professional adviser.

FATCA

Foreign Account Tax Compliance Act (FATCA)

The Company will be subject to the application of the Foreign Account Tax Compliance provisions of the US Hiring Incentives to Restore Employment Act 2010, which implemented sections 1471-1474 of the US Internal Revenue Code of 1986, as amended (“**FATCA**”).

Under the FATCA provisions of the U.S. Hiring Incentives to Restore Employment (HIRE) Act, the Company could become subject to 30 per cent withholding tax on certain payments of U.S. source income (including dividends and interest), and (from no earlier than two years after the date of publication of certain final regulations defining "foreign passthru payments") a portion of non-U.S. source payments from certain non-U.S. financial institutions to the extent attributable to U.S. source payments if it does not comply with certain registration and due diligence obligations under FATCA. FATCA compliance can be achieved by entering into an agreement with the US Secretary of the Treasury under which the Company agrees to certain U.S. tax reporting and withholding requirements as regards holdings of and payments to certain investors in the Company or, if the Company is eligible, by becoming a “deemed compliant fund”.

Guernsey has entered into an intergovernmental agreement with the United States, **and has implemented local legislation in respect of such intergovernmental agreement**, which together enables Guernsey financial institutions to comply with FATCA by requiring them to report information to the Guernsey tax authority pursuant to domestic legislation (see further below). Any amounts of U.S. tax withheld may not be refundable by the Internal Revenue Service (IRS). Potential investors should consult their advisors regarding the application of the withholding rules and the information that may be required to be provided and disclosed to the Company and in certain circumstances to the IRS as will be set out in the final FATCA regulations. The application of the withholding rules and the information that may be required to be reported and disclosed are uncertain and subject to change.

Shareholders may be required to provide certain information to the Company in order to enable the Company to comply with its FATCA obligations in accordance with the Articles. If a Shareholder fails to provide the required information within the prescribed period, the Board may treat that Shareholder as a Non-Qualified Holder and require the relevant Shareholder to sell its Participating Shares in the Company. The relevant provisions in the Articles will also apply should other jurisdictions introduce similar provision to FATCA.

The Company has registered as a Foreign Financial Institution (FFI) and has a Global Intermediary Identification Number (GIIN) of 4XHIUS.99999.SL.831.

US-Guernsey Intergovernmental Agreement

On 13 December 2013, the Chief Minister of Guernsey signed an intergovernmental agreement with the U.S (“**U.S. - Guernsey IGA**”) regarding the implementation of FATCA. Under FATCA and legislation enacted in Guernsey to implement the U.S. Guernsey IGA certain disclosure requirements will be imposed in respect of certain investors in the Company who are, or are entities that are controlled by one or more natural persons who are, residents or citizens of the U.S. unless a relevant exemption applies. Certain due diligence obligations will also be imposed. Where applicable, information that will need to be disclosed will include certain information about an investor in the Company, their ultimate beneficial owners and/or controllers, and their investment in and returns from the Company. The Company will be required to report this information each year in the prescribed format and manner as per local guidance.

Under the terms of the US-Guernsey IGA, Guernsey resident financial institutions that comply with the requirements of Guernsey's domestic legislation to report certain information to the Guernsey tax authorities will be treated as compliant with FATCA and, as a result, should not be subject to FATCA withholding on payments they receive and should not be required to withhold under FATCA on payments they make. If the Company does not comply with these obligations, it may be subject to a FATCA deduction on certain payments to it of US source income (including interest and dividends) and (from no earlier than two years after the date of publication of certain final regulations defining "foreign passthru payments") a portion of non-U.S. source payments from certain non-U.S. financial institutions to the extent attributable to US source payments. The US-Guernsey IGA is implemented through Guernsey's domestic legislation in accordance with guidance which is currently published in draft form.

Under the US-Guernsey IGA, subject to certain provisions securities that are "regularly traded" on an established securities market, are not considered financial accounts and are not subject to reporting. However, TISE is not considered to be an "established securities market" for these purposes.

Common Reporting Standard

On 13 February 2014, the Organisation for Economic Co-operation and Development released the "Common Reporting Standard" ("**CRS**") designed to create a global standard for the automatic exchange of financial account information, similar to the information to be reported under FATCA. On 29 October 2014, fifty-one jurisdictions signed the multilateral competent authority agreement ("**Multilateral Agreement**") that activates this automatic exchange of FATCA-like information in line with the CRS. Since then further jurisdictions have also signed the Multilateral Agreement and in total over 100 jurisdictions have committed to adopting the CRS. Many of these jurisdictions have now adopted the CRS and Guernsey adopted the CRS with effect from 1 January 2016.

Under the CRS and legislation enacted in Guernsey to implement the CRS, certain disclosure requirements will be imposed in respect of certain investors who are, or are entities that are controlled by one or more natural persons who are, residents of any of the jurisdictions that have also adopted the CRS, unless a relevant exemption applies. Certain due diligence obligations will also be imposed. Where applicable, information that would need to be disclosed will include certain information about investors, their ultimate beneficial owners and/or controllers, and their investment in and returns from the Company. The Company will be required to report this information each year in the prescribed format and manner as per local guidance. The CRS is implemented through Guernsey's domestic legislation in accordance with local guidance that is supplemented by guidance issued by the Organisation for Economic Co-operation and Development.

Under the CRS, there is currently no reporting exemption for securities that are "regularly traded" on an established securities market.

If you are in any doubt as to the application of FATCA or of any of the other information reporting regimes described above, we recommend that you take appropriate professional advice. By investing in the Company you agree to promptly provide the Company or the Manager with any information reasonably required to allow the Company to comply with its reporting requirements under legislation relating to FATCA and similar information reporting regimes.

Persons interested in purchasing Participating Shares should inform themselves as to any tax consequences particular to their circumstances arising in the jurisdiction in which they are resident or domiciled for tax purposes in connection with the acquisition, ownership, redemption or disposal by them of any Participating Shares. Notwithstanding the tax summaries set out above, neither the Manager, the Administrator, the Custodian nor the Investment Manager is providing any potential investor with tax advice and neither the Company, the Manager, the Administrator, the Custodian nor the Investment Manager will be responsible for any taxes suffered by a Shareholder as a result of his investment in the Company.

ANTI-MONEY LAUNDERING

The Company and the Manager comply with the anti-money laundering regime of Guernsey and maintains anti-money laundering policies and procedures in compliance with applicable anti-money laundering and counter terrorism financing legislation and regulations, being namely The Criminal Justice (Proceeds of Crime) (Bailiwick of Guernsey) Law, 1999, as amended, its regulations and the GFSC's Handbook, each as amended or revised from time to time (the "**Anti-Money Laundering Regulations**"). Neither the Manager nor the Company accepts cash, or money derived from or intended for use in any illegal activity. To comply with the Anti-Money Laundering Regulations, the Manager will be obliged to seek - and investors will be required to provide - identification and verification information and documentation to ensure compliance with the Anti-Money Laundering Regulations.

By investing in the Company, you agree to provide truthful information and documentation, upon request, regarding your identity, background, source of investment income, and any other matters that the Manager deems necessary to comply with the Anti-Money Laundering Regulations. You further agree that, if you are investing on behalf of a third party, you will obtain and provide to the Manager, if requested to do so, identification and verification information about that third party to allow the Manager to comply with the Anti-Money Laundering Regulations requirements.

The Anti-Money Laundering Regulations require that the Manager adopt a risk based approach in its assessment of the type and extent of identification and verification information it will require from you. Based on that assessment, you may be asked to provide the following information: Documentation evidencing your identity (including alias names and maiden names), in the form of a passport or identity card, documentation evidencing your residential address, information concerning your occupation and source of wealth or funds from which your investment is being purchased. Legal or corporate entities, such as corporations, partnerships, trusts, establishments or foundations not regulated as a financial services institution or not listed on a recognised stock exchange, may be asked to provide the names and addresses of all partners and directors, partnership agreement; certificate of incorporation and Memorandum and Articles and a list of all beneficial owners owning more than 25% of the share capital in issue at the time and a list of the authorised signatories authorised to instruct on the investment account. All documentation must be certified with a proscribed statement. In the case of identity verification documents the statement should be "I hereby certify this to be a true copy of the original document which I have seen and the photograph bears a true likeness to the person named therein, whom I have met". The certification on all other documents should be "I hereby certify this to be a true copy of the original document which I have seen". The name, position, date and location should be clearly written below the certifier's signature. Acceptable certifiers include public authorities such as a Lawyer or Notary Public, Actuary, Accountant holding a recognised professional qualification, Bank Director or Manager and the Corporate Secretary in the case of corporate documents. The Manager may also require references from other financial institutions and further information or documentation it deems necessary to fulfil the Anti-Money Laundering Regulations requirements.

Pending the provision of information and documentation sufficient to satisfy the Manager's obligations under the Anti-Money Laundering Regulations, the Manager may retain an investor's money without transferring Shares to the investor. The Manager may be compelled by the Regulations to return proceeds provided to it for investment in the Company if you are unwilling or refuse to provide the information and documentation requested. The Manager reserves the right to reject any subscription if the Manager deems such action necessary to comply with any legal obligation or if the Manager believes that an investor has failed to provide truthful information or documentation, as requested by the Manager, regarding the investor's identity, background, source of investment funds, or other information or documentation relevant to the Anti-Money Laundering Regulations' requirements. The Manager, by written notice to any Shareholder, may suspend the payment of redemption proceeds payable to such Shareholder if it reasonably deems it necessary to do so to comply with the Regulations. Information will be kept on file and will only need to be updated should there relevant changes to the investor's information occur.

PRIVACY NOTICE

This Privacy Notice sets out how personal data is collected, processed and disclosed in connection with the Company and its Cells (the "**Fund**"). For the purposes of this Privacy Notice, the terms "*data controller*", "*data processor*", "*processing*" and "*data subject*" shall bear the meaning ascribed under Data Protection Law, and the term "process" shall be construed accordingly.

We take privacy and security of your information seriously and will only use such personal information as set out in this Privacy Notice.

As a result of your investment (or an investment made by a person firm or entity with which you have a connection) in the Fund, your personal information may be provided to the Administrator, the Custodian, the Investment Manager and the Manager each of which will act as independent data controllers. The Fund, the Administrator, the Custodian, the Investment Manager or the Manager may process your personal information or such data in respect of your directors, officers, employees or beneficial owners.

As each of the Fund, the Administrator, the Custodian and the Manager are entities incorporated in Guernsey, the Fund is obliged to comply with the provisions of the Guernsey DP Law.

The Fund will amend this privacy notice from time to time. Where we do so, we will take appropriate steps to bring the amendment to your attention. This Privacy Notice should be read in conjunction with the privacy notice of each of:

- (a) *the Administrator* (available at <https://www.zedra.com/about-zedra/privacy-notice/>)
- (b) *the Custodian* (available at <https://www.butterfieldgroup.com/sites/butterfield-corp/files/butterfield/privacy-policy/privacy-statement.pdf>)
- (c) *The Investment Manager* (available at <https://kestrelpartners.com/privacy-policy/>)
- (d) *and the Manager* (available at <https://www.saltus.co.uk/wp-content/uploads/2019/07/Privacy-notice-v1.0-26062019.pdf>)

References to each of the Administrator, the Custodian and the Manager include references to any of its delegates, including the Administrator, the Custodian and the Manager respectively.

1. Where we obtain your personal data:

1.1 Your personal data comprises the following categories:

- 1.1.1 information obtained from identification documentation (including name, contact details, nationality and national identity numbers (where applicable));
- 1.1.2 employment history, income and personal wealth;
- 1.1.3 tax status and tax identification numbers;
- 1.1.4 bank account details.

We do not collect any sensitive personal data.

- 1.2 We primarily collect your personal data from the following sources:
- 1.2.1 from information which you or your authorised representative gives to us, including but not limited to:
- (a) information set out in any application form with the Fund;
 - (b) such other forms and documents as we may request that are completed in relation to the administration/management of any investment in the Fund;
 - (c) client due diligence documentation as part of our regulatory requirements; and
 - (d) any personal data provided by you by way of correspondence with us by phone, email or otherwise;
- 1.2.2 personal data we receive from you or any third party sources which may include:
- (a) entities in which you or someone connected to you has an interest;
 - (b) your legal and/or financial advisors;
 - (c) other financial institutions who hold and process your personal data to satisfy their own regulatory requirements;
 - (d) credit reference agencies and financial crime databases for the purposes of complying with our regulatory requirements.
- 1.3 We may also collect and process your personal data in the course of dealing with advisors, regulators, official authorities and service providers by whom you are employed or engaged or for whom you act.

2. Why we collect your Personal data:

Lawful grounds for processing:

- 2.1 The Fund, the Administrator, the Custodian and the Manager are entitled to hold and process your personal data on the following lawful grounds:
- 2.1.1 the processing is necessary for the legitimate interests of the Fund provided your interests and fundamental rights do not override those interests;
- 2.1.2 where the applicant is a natural person, the processing is necessary to comply with our respective contractual duties to you under the terms of our application form with you and all supplemental agreements thereto;
- 2.1.3 to comply with the legal and regulatory obligations of each of the Fund, the Administrator, the Custodian and the Manager;
- 2.1.4 (on exceptional occasions) where we have obtained your consent; and

2.1.5 (on rare occasions) where it is needed in the public interest.

Some of the grounds for processing described above will overlap and there may be several grounds which justify our use of your personal data.

Inaccurate or Amended Information

- 2.2 Please let us know if any of your personal data (including correspondence details) changes as soon as possible. Failure to provide accurate information or to update changed information may have a detrimental impact upon your investment, including the processing of any subscription or redemption instructions or the suspension of your account. Failure to provide information where the same is required for anti-money laundering, pursuant to automatic exchange of information agreements, or other legal requirements means that the Fund may not, or may no longer, be able to accept you as an investor in the Fund.

Purposes of processing

- 2.3 Pursuant to paragraph 2.1, the Fund, the Administrator, the Custodian and the Manager may process your personal data for the purposes set out below ("**Purposes**"). Those based wholly or partly on our legitimate interests are set out in paragraphs 2.3.1 to 2.3.10 inclusive):

2.3.1 conducting credit reference checks;

2.3.2 communicating with you as necessary in connection with your affairs and generally in connection with your investment in the Fund;

2.3.3 operating the Fund's, the Administrator's, the Custodian's and the Manager's IT systems, software and business applications;

2.3.4 supporting our IT and business applications support teams, accounting, legal, reporting, internal audit and risk management, administrative, transfer, document storage, record keeping and other related functions, including but not limited to processing personal data in connection with the Fund;

2.3.5 monitoring and recording telephone and electronic communications and transactions:

- (a) for quality, business analysis, training and related purposes in order to improve service delivery;
- (b) for investigation and fraud prevention purposes, for crime detection, prevention, investigation and prosecution of any unlawful act (or omission to act); and
- (c) to enforce or defend the Fund's, the Administrator's, the Custodian's and the Manager's respective rights, or through third parties to whom we each may delegate such responsibilities or rights in order to comply with a legal or regulatory obligations imposed on each of us;

2.3.6 disclosing your personal data (including identity and interest in the Fund) to any bank, financial institution or other third party lender providing any form of facility, loan, finance or other form of credit or guarantee to the Fund;

- 2.3.7 detecting and preventing crime such as fraud, money laundering, terrorist financing, bribery, corruption, tax evasion and to prevent the provision of financial and other services to persons who may be subject to economic or trade sanction on an ongoing basis ("**Regulatory Assessments**");
- 2.3.8 facilitating the internal administration of each of the Fund, the Administrator, the Custodian and the Manager and retaining your personal data as part of our Regulatory Assessments or future services entered into by you;
- 2.3.9 liaising with or reporting to any regulatory authority (including tax authorities) with whom the Fund is either required to cooperate or report to, or with whom it decides or deems appropriate to cooperate, in relation to an investment, and which has jurisdiction over the Fund or its investments in a third country without the same or similar data protection laws as Guernsey or any EU member state (a "**Third Country without Adequacy**");
- 2.3.10 communicating with our professional advisers for the purposes of obtaining professional advice;
- 2.3.11 conducting business analytics and diagnostics;

We will only use your personal information for the purposes for which we collected it unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If we need to use your personal information for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so. Please note that we may process your personal information without your knowledge or consent, in compliance with the above rules, where these are required or permitted by law.

- 2.4 To the extent that such personal data contains special category data such as, for example: data relating to racial or ethnic origin, political opinion, religious or philosophical belief, trade union membership or criminal data then the processing of such data shall solely be for the purpose of complying with any duty imposed on the Fund, the Administrator, the Custodian and/or the Manager by an enactment including, but not limited to, legislation and regulatory obligations relating to Anti-Money Laundering and Combatting the Financing of Terrorism and all other related legislation.
- 2.5 Neither the Fund, the Administrator, the Custodian nor the Manager make decisions about you based on automated processing of your personal data.

3. Sharing personal data

- 3.1 The Fund, the Administrator, the Custodian and/or the Manager may share your personal data with group companies and third parties (including bank, financial institution or other third party lenders, IT service providers, auditors and legal professionals) under the terms of any appropriate delegation or contractual arrangement. Those authorised third parties may, in turn, process your personal data abroad and may have to disclose it to foreign authorities to help them in their fight against crime and terrorism.

Data processing (as described above) may be undertaken by any entity in the Island of Guernsey and the European Economic Area.

- 3.2 information about these protective measures, can be requested from Data Protection@zedra.com and are available on <https://www.zedra.com/about-zedra/privacy-notice/>
- 3.3 The Administrator acts as data controller in respect of personal data provided by us or you for the purposes of undertaking anti-money laundering checks and related actions and ensuring compliance with applicable regulatory requirements by us and the Administrator.
- 3.4 The Custodian acts as data controller in respect of personal data provided by us or the Administrator for the purposes of enabling the Custodian to take custody of and manage the Company's assets.
- 3.5 The Manager acts as data controller in respect of monitoring and overseeing the performance of the Administrator and the Custodian in accordance with the Authorised Collective Investment Schemes (Class B) Rules, 2021.

4. Retention of personal data

- 4.1 Your personal data will be retained for the longest of the following periods:
 - 4.1.1 for the Fund, the Administrator, the Custodian the Manager and/or any authorised third parties to carry out the Purposes for which the data was collected or as long as is set out in any relevant agreement you enter into with us;
 - 4.1.2 in order to establish or defend legal rights or obligations or to satisfy any reporting or accounting obligations; and/or
 - 4.1.3 any retention period that is required by Data Protection Law and any applicable laws or regulatory requirements.
- 4.2 We endeavor to store your personal data securely on the Administrator's computer and/or manually in accordance with accepted market standards.
- 4.3 Whilst we have taken every reasonable care to ensure the implementation of appropriate technical and security measures, we cannot guarantee the security of your personal data over the internet, via email or via our websites nor do we accept, to the fullest extent permitted by law, any liability for any errors in data transmission, machine, software or operating error or any other cause.

5. Your rights

- 5.1 You have, under certain circumstances, the following rights in respect of personal data:
 - 5.1.1 the right to access and port personal data;
 - 5.1.2 the right to rectify personal data;
 - 5.1.3 the right to restrict the use of personal data;
 - 5.1.4 the right to request that personal data is erased;
 - 5.1.5 the right to object to processing of personal data; and

5.1.6 where the Fund, the Administrator, the Custodian and/or the Manager has relied on consent to process the personal data, the right to withdraw consent at any time by contacting us via the contact details below.

5.2 You also have the right to lodge a complaint with the Guernsey Data Protection Authority [and/or a supervisory authority in the EU member state of your usual residence or place of work or of the place of the alleged breach if you consider that the processing of your personal data carried out by the Fund, the Administrator, the Custodian, the Manager or any other service provider to the Fund, has breached data protection laws. You may also appeal to certain courts against (i) any failure of the Guernsey Data Protection Authority to give written notice of whether the complaint is either being investigated or not being investigated and where applicable, the progress and the outcome of the investigation and (ii) a determination of the Guernsey Data Protection Authority not to investigate the complaint or a determination that a controller or processor has not breached or is not likely to breach an operative provision in connection with the complaint.

5.3 In limited circumstances we may approach you for your written consent to allow us to process certain particularly sensitive data or to use data for another purpose. Where you may have provided your consent to the collection, processing and transfer of your personal data for a specific purpose, you have the right to withdraw your consent for that specific processing at any time. To withdraw your consent, please contact Data Protection@zedra.com Once we have received notification that you have withdrawn your consent, we will no longer process your information for the purpose or purposes you originally agreed to, unless we have another legitimate basis for doing so in law.

6. How to contact us:

If you have any questions about our use of your personal data, our retention procedures or our security processes, please contact our data protection officer as follows:

6.1 At the following address:

Guernsey Portfolios PCC Limited

50 La Colomberie, St Helier, Jersey, JE2 4QB

6.2 by email at: Data Protection@zedra.com

6.3 by telephone: +44(0)1534 844245

7. Changes to this Policy

This Privacy Notice is dated 16 September 2021.

We reserve the right to amend this Privacy Notice at any time without notice, in which case the date of the policy will be revised.

ADDITIONAL INFORMATION

1. **Incorporation and Share Capital**

The Company was registered in Guernsey on 5 October 2006, as a protected cell company limited by shares (registered number 45598) with the name of Guernsey Portfolios PCC Limited. The Company was incorporated with an authorised share capital of £100 divided into 100 Management Shares of £1.00 each, (“Management Shares”) all of which have been issued to the Manager credited as fully paid up, and an unlimited number of Participating Redeemable Preference Shares of no par value (“Participating Shares”). Under Guernsey company law as existed at the time of incorporation, only preference shares were redeemable and the Management Shares were created in order that the Participating Shares had a preference over some other class of share capital.

2. **Memorandum of Incorporation**

- (1) The Memorandum of Incorporation of the Company was amended by special resolution dated 19 January 2009 and provides that the Company has unrestricted objects.
- (2) The Memorandum of Incorporation is available for inspection as stated at paragraph 12 below.

3. **Articles of Incorporation**

The following is a summary of the principal provisions of the Articles of Incorporation of the Company in so far as they have not been described earlier in this document.

Variation of Class Rights and Alteration of Capital

- (1) Subject to the provisions of Guernsey law all or any of the special rights for the time being attached to any class of shares for the time being issued may (unless otherwise provided by the terms of issue of the shares of that class or the Articles) from time to time (whether or not the Company is being wound up) be altered or abrogated with the consent in writing of the holders of not less than three-fourths of the issued shares of that class (excluding any treasury shares) or with the sanction of a separate Special Resolution passed by the holders of such shares. To any such separate general meeting all the provisions of the Articles as to general meetings of the Company shall mutatis mutandis apply, but so that the necessary quorum shall be two members holding or representing by proxy not less than ten per cent. of the issued shares of the class, (but so that if any adjourned meeting of such holders a quorum as defined above is not present, those holders of the shares of the class who are present shall be a quorum) that every holder of shares of the class shall be entitled on a poll to one vote for every such share held by him and any holder of shares of the class present in person or by proxy may demand a poll.
- (2) The rights attached to the Participating Shares shall be deemed to be varied by the creation or issue of any shares (other than Participating Shares, ranking in priority to them as respects participation in the profits or assets of the Company).
- (3) Subject to the preceding paragraph, the special rights attached to any class of shares having preferential rights shall (unless otherwise expressly provided by the conditions of issue of such shares) be deemed not to be varied by:-

- (a) the creation or issue of further shares ranking *pari passu* therewith; or
 - (b) the creation or issue of Management Shares; or
 - (c) the conversion of Participating Shares of one Cell into Participating Shares of another Cell; or
 - (d) the exercise by the Directors of their discretions as to the allocation and transfer of assets and liabilities to or between Cells or, if the Company shall be wound up, by the exercise by the liquidator of his powers as provided for in the Articles of.
- (4) the Company may from time to time by Ordinary Resolution:-
- (a) increase its share capital by such sum to be divided into shares of such amounts as the resolution shall prescribe;
 - (b) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
 - (c) sub-divide all or any of its shares, or any of them, into shares of a smaller amounts so, however, that in the sub-division the proportion between the amount paid and the amount, if any, unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived and so that the resolution whereby any share is subdivided may determine that as between the holders of the shares resulting from subdivision one or more of the shares may have such preferred deferred or other rights over the others as the Company has power to attach to unissued or new shares; or
 - (d) cancel any shares which, at the date of the passing of the Ordinary Resolution have not taken, or agreed to be taken, by any person, and diminish the amount of its share capital by the amount of the shares so cancelled.
 - (e) convert the whole, or any particular class, of its shares into redeemable shares;
 - (f) redesignate the whole, or any particular class, of its shares into shares of another class;
 - (g) convert all or any of its fully paid shares the nominal amount of which is expressed in a particular currency into fully paid shares of a nominal amount of a different currency, the conversion being effected at the rate of exchange (calculated to not less than 3 significant figures) current on the date of the resolution or on such other date as may be specified therein.

The Directors on any consolidation of shares may deal with fractions of shares in any manner.

Issue of Shares

- (1) All shares in the Company for the time being unissued are under the control of the Directors who may issue and dispose of or grant options over the same to such persons, on such terms and in such manner as they may think fit. Shares do not carry any rights of

pre-emption. Except with the consent of the majority of votes cast at a separate general meeting of the holders of Participating Shares, no shares in the capital of the Company, other than Participating Shares and Management Shares, shall be issued.

- (2) Where the Board has resolved to issue different classes of shares, the Board has the authority to issue up to 100 Management Shares and an unlimited number of Participating Shares.
- (3) Where an authorisation to issue shares or grant rights to subscribe for or to convert any security into shares specifies and expires on any date, event or circumstance, the Directors may issue shares or grant rights to subscribe for or to convert any security into shares after the expiry of such authorisation if the shares are issued or the rights are granted, in pursuance of an offer or agreement made by the Company before the authorisation expired and the authorisation allowed the Company to make an offer or agreement which would or might require shares to be issued, or rights to be granted, after the authorisation had expired.
- (4) No ERISA Plan Investor may acquire Participating Shares without the Company's prior written consent (which consent may be withheld in the Company's sole and absolute discretion). Participating Shares held by or on behalf of ERISA Plan Investors are subject to the provisions requiring a compulsory transfer or redemption of shares by the Company.

Classes of Shares

Management Shares

The Management Shares may only be issued at par and to the Manager for the time being of the Company. The rights attaching to the Management Shares are as follows:-

Voting Rights:

The Management Shares carry no voting rights whilst any Participating Shares of any Cell are in issue.

Dividends and distribution of assets on a winding up:

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

Redemption:

The Management Shares are not redeemable.

Participating Shares

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

Voting Rights:

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

Dividends and Distributions:

Dividends and distributions shall be payable to the holders of the Participating Shares in accordance with the following provisions:-

- (a) the Directors may from time to time authorise dividends and distributions to be paid to the Shareholders in accordance with the procedure set out in the Companies Law and subject to any Shareholder rights attaching to their Participating Shares
- (b) no dividend or distribution shall be payable in respect of any Cell except in accordance with the Companies Law;
- (c) the Directors may satisfy any dividend or capital sum payable to holders of Participating Shares of the Cell concerned in whole or in part by distributing to them in specie any of the assets of the Cell **PROVIDED ALWAYS** that that no Shareholder shall be compelled to accept any asset on which there is a liability.
- (d) The Directors may, offer any holders of shares the right to elect to receive further shares, credited as fully paid, instead of cash in respect of all (or some part) of any dividend or distribution (as “**scrip dividend**”) on such terms and at such price as they shall in their absolute discretion determine.
- (e) The Directors shall give notice to the holders of shares of their rights of election in respect of the scrip dividend and shall specify the procedure to be followed in order to make an election;
- (f) The distribution or dividend or that part of it in respect of which an election for the scrip dividend is made shall not be paid and instead further shares of the relevant class shall be issued in accordance with elections duly made and the Directors shall capitalise a sum equal to the value of the shares to be issued (as determined for the basis of any scrip dividend) out of such sums available for the purpose as the Directors may consider appropriate;
- (g) The further shares so issued shall rank *pari passu* in all respects with the fully paid shares of the same class then in issue except as regards participation in the relevant dividend or distribution;
- (h) The Directors may decide that the right to elect for any scrip dividend shall not be made available to Shareholders resident in any territory where, in the opinion of the Directors, compliance with local laws or regulations would be unduly onerous;
- (i) The Directors may do all acts and things as it considers necessary or expedient to give effect to the provisions of a scrip dividend election and the issue of any shares in accordance with the provisions of the Articles and may make such provisions as they think fit for the case of shares becoming distributable in fractions (including provisions under which, in whole or in part, the benefit of fractional entitlements accrues to the relevant Cell rather than to the Shareholders concerned). To the extent that the entitlement of any holder of shares in respect of any dividend or distribution is less than

the value of one new share (as determined for the basis of any scrip dividend) the Directors may also from time to time establish or vary a procedure for such entitlement to be accrued and aggregated with any similar entitlement for the purposes of any subsequent scrip dividend;

- (j) The Directors may from time to time establish or vary a procedure for election mandates, under which a holder of shares may, in respect of any further dividends for which a right of election pursuant to the Articles is offered, elect to receive shares in lieu of such dividend on the terms of such mandate.

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

Winding Up:

The holders of Participating Shares of a Cell shall have the sole and exclusive right to receive all surplus assets of such Cell. on a winding up of the Cell. Such assets of the relevant Cell will be distributed to the holders of the Participating Shares pro rata. .

Redemption:

The Participating Shares may be redeemed by Shareholders on any Dealing Day at a price based on the Net Asset Value of those Participating Shares as more particularly detailed in the relevant Cell Particulars.

Joint Holders of Shares

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

Transfer of Shares

The Directors may at any time direct that any Management Shares not held by the Manager shall be compulsorily purchased from the holder of such shares by the Manager, in accordance with the Articles, and the price payable for such shares shall be their par value.

Directors

- (1) Unless otherwise determined by the Company in General Meeting the number of Directors shall be not less than three.
- (2) The Directors shall not be required to hold any qualification shares nor are they subject to retirement on reaching any particular age.

- (3) The Directors and alternate Directors may be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or General Meetings of the Company or in connection with the business of the Company. The Directors shall be entitled to be paid by way of remuneration for their services the sum as is stated under “Other Operating Expenses” on page 34 of these Particulars or any other sum as may be voted to them by the Company in general meeting which shall be divided between them as they shall agree or failing agreement equally. The remuneration will accrue from day to day. The Directors may grant extra remuneration to any Director who is called on to perform any special or extra services for or at the request of the Company.
- (4) A Director may be a director, managing director, manager or other officer, employee or member of any company in which the Company may be interested, which may be promoted by the Company or with which the Company has entered into any transaction, arrangement or agreement and no Director shall be accountable to the Company for any remuneration or other benefits received thereby.
- (5) Provided the nature and extent of any material interest of his is or has been declared to the other Directors, a Director notwithstanding his office:-
- (h) may be a party to, or otherwise interested in, any transaction or arrangement with the Company, or in which the Company is otherwise interested;
 - (i) may act by himself or through his firm in a professional capacity for the Company (otherwise than as Auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director;
 - (j) may be a Director or other officer of, or employed by, or a party to any transaction or arrangement with, a shareholder of or otherwise directly or indirectly interested in, any body corporate promoted by the Company or with which the Company has entered into any transaction, arrangement or agreement or in which the Company is otherwise interested;
 - (k) shall not by reason of his office, be accountable to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit; and
 - (l) shall be counted in the quorum of any meeting in relation to any resolution in respect of which he has declared an interest and may vote thereon.

Borrowing powers

Subject as described under “Borrowings” in the relevant Cell Particulars, the Directors may exercise all the powers of the Company to borrow money and hypothecate, mortgage, charge or pledge the assets, property and undertaking of the Company or any part thereof and to issue debentures and other securities whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.

Determination of Net Asset Value

- (1) The Net Asset Value of each Cell and each class of Participating Shares as applicable shall be determined by the Directors as at each Valuation Point and/or on such other occasions as the Directors may direct, and shall be calculated as the Directors may determine from time to time which calculation shall be set forth in the Cell Particulars.
- (2) For the purpose of the determination of the Net Asset Value:- any assets or liabilities in currencies other than the currency in which Participating Shares of the relevant Cell are designated will be converted into the currency in which Participating Shares of the relevant Cell are designated at the rate (whether official or otherwise) which the Directors shall in their absolute discretion deem appropriate to the circumstances having regard, *inter alia*, to any premium or discount which they consider may be relevant and to the costs of exchange at the time of determination of the Net Asset Value.

Conversions of Participating Shares

- (1) Subject as hereinafter provided and to any restrictions imposed pursuant to the Articles a holder of Participating Shares of any class within a Cell (the "**original Class**") or any Cell (the "**original Cell**") shall, subject to the approval of the Directors, be entitled from time to time to convert all or any portion of such Participating Shares into Participating Shares of another class within a Cell (the "**new Class**") or another Cell (the "**new Cell**") either existing or agreed by the Directors to be brought into existence on the following terms:-
 - (a) the right of conversion is exercisable by the said holder (the "**Applicant**") giving to the Company or its authorised agent a notice (a "**Conversion Notice**") in such form as the Directors may from time to time determine;
 - (b) the conversion of the Participating Shares comprised in the Conversion Notice shall be subject to the same period of notice as the Shareholder is required to give to the Company if he was redeeming the Participating Shares in accordance with the Articles and pursuant to this paragraph shall occur on the next Dealing Day (or such other time as the Directors may determine either generally or in relation to a particular Cell or in any specific case);
 - (c) the Applicant shall not without the consent of the Company be entitled to withdraw a Conversion Notice duly made in accordance with this Article except in any circumstances in which if it were a notice requesting redemption or purchase he would be entitled to withdraw it in accordance with the Articles and any such withdrawal shall only be effective if made in compliance with the same requirements as to writing and actual receipt as are imposed by the Articles in relation to a notice requesting redemption or purchase;
 - (d) conversion of the Participating Shares of the original Class or original Cell comprised in the Conversion Notice shall be effected in such manner permitted by applicable legislation as the Directors shall from time to time determine and without prejudice to the generality of the foregoing

may be effected by the redemption of such Participating Shares of the original Class or the original Cell, the transfer of the proceeds of redemption to the new Class or new Cell and the issue to the Applicant of Participating Shares of the new Class or new Cell. The right of conversion conferred by the Articles shall be conditional upon the Company having sufficient available share capital to enable the conversion to be implemented in the manner determined by the Directors as aforesaid;

- (e) the number of Participating Shares of the new Class or new Cell to be issued or to be otherwise created on conversion shall be determined by the Directors in accordance (or as nearly as may be in accordance) with the following formula:-

$$NS = ((OS \times RP \times CF) - HC) \div SP$$

where:-

NS is the number of Participating Shares of the new Class or new Cell to be issued;

OS is the aggregate number of Participating Shares of the original Class or the original Cell to be converted comprised in the Conversion Notice;

RP is the Redemption Price per share of the original Class or the original Cell ruling on the relevant Dealing Day;

CF is the currency conversion factor determined by the Manager or the Investment Manager as representing the effective rate of exchange on the relevant Dealing Day between the base currency of the relevant share classes or Cells;

SP is the Subscription Price per share for the new Class or new Cell ruling on the relevant Dealing Day plus any initial charge payable thereon; and

HC is the handling charge not exceeding 5% of $(RP \times OS \times CF)$ which shall be payable to the Manager.

- (f) where subscription moneys resulting from the redemption of Participating Shares of the original Class or original Cell are not an exact multiple of the Subscription Price for Participating Shares of the new Class or new Cell, a fraction of a Participating Share shall be issued to the Subscriber who shall be registered as the holder of such fraction;

- (g) on the relevant Dealing Day, the Company (as principal and not as agent for the Applicant) will arrange for the sale at the Applicant's expense of an amount equal to redemption proceeds of Participating Shares of the original Class or the original Cell for the currency in which the Participating Shares of the new Class or new Cell are designated (the "**new currency**"). On the relevant Dealing Day, the Company shall debit the share class or Cell relating to the Participating Shares of the original Class or original Cell with redemption proceeds and shall credit the share class or the Cell relating to the Participating Shares of the new Class or new Cell with the appropriate amount in the new currency, or, if in any

case the Directors determine that such sale as aforesaid would not be necessary or appropriate the Company shall arrange for such sale (if any) and such debiting and crediting of the relevant Cells as they may think fit.

- (2) Notwithstanding the above the Directors may permit the conversion of Participating Shares on such other terms as the Directors may determine in their absolute discretion or as otherwise specified in the relevant Cell Particulars.

Winding up

The Company may be voluntarily wound up at any time by Special Resolution and the Directors shall be bound to convene a general meeting for the purpose of passing a Special Resolution for the winding up of the Company if the Company's authorisation under the POI Law is revoked (unless the GFSC otherwise agrees). If the Company shall be wound up the liquidator shall first discharge the liabilities of a Cell out of the assets comprised in that Cell and no recourse shall be had to the assets of one Cell to meet the liabilities of any other Cell. Liabilities not attributable to any Cell shall be discharged out of Core Assets (as defined in the Articles).

4. Directors' and Other Interests

- (1) Any interests of the Directors or their immediate families in the Participating Shares of any Cell are published from time to time and are available upon request from the Manager.
- (2) A Director is not required to retire from office on attaining a particular age.
- (3) There are no existing or outstanding loans owed to any Director by the Company on any Cell nor are there any existing or outstanding guarantees provided by the Company on any Cells for the benefit of any Director.
- (4) As disclosed in the Management and Organisation section, Daniel Underwood is an employee of the Manager and both Damien Fitzgerald and John Donnelly are employed by the Administrator.

5. Conflicts of Interest

Investors' attention is drawn to the following potential conflicts of interest:

The Directors, the Manager, the Investment Manager, its holding companies, the holding companies' shareholders, any subsidiaries of the holding companies, the Administrator, the Custodian and any of their directors, officers, employees, agents or affiliates (each an "Interested Party") may from time to time act as manager, investment manager, investment adviser, distributor broker, depositary, custodian, administrator, registrar, dealer or director in relation to, or be otherwise involved in, other financial, investment or other professional activities with parties other than the Company, as the case may be, which have similar or different objectives to those of the Company. It is, therefore, possible that any of them may, in the course of business, on occasion have potential conflicts of interest with the Company. These include management of other funds, purchases and sales of securities, investment and management advisory services, brokerage services, and serving as directors, officers, advisers, or agents of other funds or other companies.

The Manager may provide services to third parties similar to those provided to the Company and shall not be liable to account for any profit earned from any such services.

Where a conflict arises the Manager and/or the Investment Manager (as relevant) will endeavour to ensure that it is resolved fairly. In relation to the allocation of investment opportunities to different clients, including the Company, the Investment Manager may be faced with potential conflicts of interest with regard to such duties but will ensure that investment opportunities in those circumstances will be allocated fairly.

Any Interested Party may contract or enter into any financial or other transaction with any Shareholder or with any entity any of whose securities are held by or for the account of the Company, or be interested in any such contract or transaction. Furthermore, any Interested Party may receive commissions and benefits which it may negotiate in relation to any sale or purchase of any investments of the Company.

Only the Directors may terminate the services of the Manager and other agents of the Company.

In evaluating the foregoing conflicts of interest, prospective investors should be aware that the Directors of the Company have a fiduciary duty to act in good faith and in the best interests of the Company. This fiduciary duty applies to all transactions between the Company and any affiliated parties. Investors should be aware that the Articles provide that the Directors and officers of the Company will not be liable for any loss or damage incurred by the Company as a result of the carrying out of such Director's or officer's functions, unless that liability arises through the actual fraud, wilful default or gross negligence of such Director or officer.

The above is not necessarily a comprehensive list of all potential conflicts of interest. The Directors will seek to ensure that any conflict of interest of which they are aware is resolved fairly.

6. Regulatory Consents

All consents, approvals, authorisations or other orders of all regulatory authorities (if any) required by the Company under the laws of the United Kingdom and Guernsey for the issue of Participating Shares and for the Manager, the Investment Manager, the Administrator and the Custodian to undertake their respective obligations under their respective agreements referred to in paragraph 9 below have been given.

7. Report and Accounts

Copies of the audited financial statements of the Company and of each Cell, which will be prepared in accordance with International Financial Reporting Standards and will be made up to the accounting date of the Company which is 31 March in each year, will be laid before the Shareholders at the annual general meeting of the Company. The Directors prepare separate accounts in respect of each Cell, and the core, of the Company rather than accounts for the Company as a whole and the accounts of a Cell will be sent to the relevant shareholders not more than six months from the end of the relevant accounting period. The accounts of the Core will be available from the Administrator upon request.

8. General Meetings

The annual general meeting of the Company will be held in Guernsey. Notices convening the general meeting in each year will be sent to Shareholders at their registered addresses not later than 14 clear days before the date fixed for the meeting. Other general meetings may be convened from time to time by the Directors by sending notices to Shareholders at their registered

addresses or Relevant Electronic Addresses or by other Electronic Means (each as defined in the Articles) or by Shareholders requisitioning such meetings in accordance with Guernsey law, and may be held in Guernsey or elsewhere.

9. **Material Contracts**

The following contracts have been entered into by the Company:-

- (1) the Management Agreement and, in respect of certain Cells, management agreements between the Company and the Manager in respect of such Cell as particularised in the relevant Cell Particulars;
- (2) the Administration Agreement; and
- (3) the Custodian Agreement,

each of which is described in “Management and Organisation” above or in the relevant Cell Particulars.

10. **Litigation**

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

11. **General**

- (1) At the date of this document, the Company has no Subsidiaries.
- (2) The Company does not have nor has it had any employees since its incorporation.
- (3) The principal place of business is Third Floor, Cambridge House, Le Truchot, St Peter Port, Guernsey, GY1 3UW and the registered office of the Company is, Third Floor Cambridge House Le Truchot, St Peter Port, Guernsey, GY1 1WD.
- (4) Subject to as set out in section 4 above, at the date of this document, no Director of the Company has any interest, direct or indirect, in any assets which have been acquired or disposed of for the account of any Cell or are proposed to be acquired or disposed of by any Cell, nor is there any contract or arrangement subsisting at the date of these Particulars in which a Director is or may be materially interested and which is significant in relation to the business of the Company.
- (5) These Particulars constitute Scheme Particulars for the purposes of the Class B Rules.

12. **Documents available for inspection**

Copies of the following documents may be inspected during usual business hours on any Business Day at the offices of the Administrator in Guernsey in each case at the addresses stated in the Directory of these Particulars or in the relevant Cell Particulars as the case may be:-

- (1) the Memorandum and Articles of Incorporation of the Company;
- (2) the statutory records of the Company kept in accordance with the Companies Law;
- (3) the material contracts referred to in paragraph 9 above;
- (4) the Companies Law ; and
- (5) the most recent published Annual and Interim Report and Accounts of the Company and each Cell (once available).