



HAWTHORNE ASSET MANAGEMENT VCC
(A variable capital company incorporated in the Republic of Singapore)

INFORMATION MEMORANDUM
in connection with the offering of participating shares in
Hawthorne Asset Management VCC

MANAGER
First Degree Global Asset Management Pte. Ltd.

Dated: 27 January 2025
Amending and Restating the Private Placement Memorandum dated 1 January 2021

This information memorandum has not been registered in any jurisdiction in connection with the offering of participating shares in respect of Hawthorne Asset Management VCC. It is distributed on a confidential basis in connection with a private offering of such shares, none of which will be issued to any person other than a person to whom a copy of this information memorandum is sent. Accordingly, no person receiving a copy of this information memorandum in any jurisdiction may treat the same as constituting an invitation or offer to purchase or subscribe for such shares unless in the relevant jurisdiction such an invitation or offer could lawfully be made without compliance with any registration or any other legal requirement.

DIRECTORY

Registered Office

Hawthorne Asset Management VCC
68 Amoy Street #03-00
Singapore 069887

Manager

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Singapore 068997

Administrator

ASCENT Fund Services (Singapore) Pte. Ltd.
8 Temasek Boulevard
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Auditor

PricewaterhouseCoopers LLP
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Important Information

Hawthorne Asset Management VCC (the "**Fund**") is a variable capital company ("**VCC**") incorporated in the Republic of Singapore under the Variable Capital Companies Act 2018 of Singapore (the "**Act**"). This information memorandum dated as of the date set out on the cover hereof, as it may be supplemented, amended or restated from time to time (the "**Information Memorandum**") amends and restates the Private Placement Memorandum dated 1 January 2021 issued in respect of the Fund and has been prepared in connection with the offering of participating shares in the Fund (each, a "**Participating Share**") and describes the principal features of the Fund.

The manager of the Fund, First Degree Global Asset Management Pte. Ltd. (the "**Manager**"), is responsible for the accuracy of information contained in this Information Memorandum and confirms, having made all reasonable enquiries that, to the best of its knowledge and belief, there are no facts the omission of which would make any statement in this Information Memorandum misleading.

General

This Information Memorandum does not constitute an offer or solicitation to anyone in any jurisdiction in which such offer or solicitation is not authorised, the person making such offer or solicitation is not qualified to do so or to anyone to whom it is unlawful to make such an offer or solicitation. No person receiving a copy of this Information Memorandum and/or the application form and subscription agreement used to subscribe for Participating Shares (the "**Subscription Form**") in any jurisdiction may treat the same as constituting an invitation to him or her, unless in the relevant jurisdiction such an invitation could lawfully be made to him without compliance with any registration or other legal requirements or where such requirements have been complied with.

This Information Memorandum is provided on a confidential basis in connection with a private offering of Participating Shares, none of which will be issued to any person other than a person to whom this Information Memorandum has been sent with the consent of the Manager. It is intended solely for the information of those persons to whom it has been delivered by or on behalf of the Manager so that such person may consider an investment in the Participating Shares described herein. It is not to be reproduced, used for any other purpose or distributed to any other persons (other than the related or affiliated companies, employees or professional advisors of the prospective investor receiving this Information Memorandum).

To the best of the knowledge and belief of the Manager (who has taken all reasonable care to ensure that such is the case), the information contained in this Information Memorandum, as at its date, is in accordance with the facts and does not omit anything likely to affect the import of such information.

Prospective investors should note the following:

- (a) this Information Memorandum may from time to time be supplemented, amended and/or restated and prospective investors should enquire whether a more recent Information Memorandum or a supplementary Information Memorandum is available. The delivery of this Information Memorandum, the offer for acquisition of Participating Shares, the acceptance of any subscription for Participating Shares and/or the issue of Participating Shares shall not, under any circumstances create an impression that the affairs of the Fund have not changed nor constitute a representation that the information contained in this Information Memorandum is correct as of any time subsequent to its date;
- (b) this Information Memorandum refers to other documents relating to the Fund. Such references are not intended to be exhaustive and, in some instances, contain generalisations. In addition, the information set forth in this Information Memorandum does not purport to be complete. This Information Memorandum is subject to and qualified in its entirety by reference to other documents, which should be reviewed for complete information concerning the rights, privileges and obligations of the registered holders of Participating Shares for the time being (each, a "**Holder**");
- (c) any information given or representation made by any dealer, broker, agent, salesman or other person and (in either case) not contained herein should be regarded as unauthorised and, accordingly, should not be relied upon. Neither the delivery of this Information Memorandum nor the offer, issue or sale of Participating Shares shall, under any circumstances, constitute a representation that the information contained in this Information Memorandum is correct as of any time subsequent to the date hereof;
- (d) the contents of this Information Memorandum are not to be construed as a recommendation or advice to any prospective investor in relation to the subscription, purchase, holding or disposition of Participating Shares or in relation to any other

legal, tax or investment matters. In particular and without limitation, prospective investors should inform themselves as to:

- (i) the applicable laws and regulations within the countries of their nationality, residence, domicile or incorporation relating to the acquisition, holding or disposal of Participating Shares;
 - (ii) any foreign or exchange control restrictions to which they might be subject on the acquisition, holding or disposal of Participating Shares; and
 - (iii) any legal, tax or other fiscal consequences of the acquisition, holding or disposal of Participating Shares; and
- (e) the Manager, its related entities, officers or employees may from time to time hold positions in the Fund.

In making an investment decision, prospective investors must rely upon their own examination of the terms of the offering, including the merits and risks of investing in the Fund and the investment objective, strategy and focus and risks of the Fund. Prospective investors should read the provisions of this Information Memorandum and obtain independent professional advice in the event of any doubt or ambiguity in respect of this Information Memorandum.

Legal counsels and advisors (if any), in assisting with the preparation of this Information Memorandum, have relied on information supplied by the Manager, have not independently verified the accuracy or completeness of any information contained herein, make no representation or warranty with respect thereto and assume no liability for the contents of, or any omission from, this Information Memorandum.

Republic of Singapore

The offer or invitation of the Participating Shares, which is the subject of this Information Memorandum, does not relate to a collective investment scheme which is authorised under Section 286 of the Securities and Futures Act (Chapter 289 of Singapore) (the "**SFA**") or recognised under Section 287 of the SFA. The Fund is not authorised or recognised by the Monetary Authority of Singapore, whose contact details may be found at its website at <https://www.mas.gov.sg/contact-us> ("**MAS**"), and the Participating Shares are not allowed to be offered to the retail public in Singapore. The Fund is regulated under the Act and is required by law to be managed by an entity that holds a Capital Markets Services Licence for Fund Management issued by the MAS. The Manager holds such a licence and is regulated by MAS, which may be contacted as noted above. This Information Memorandum and any other document or material issued in connection with the offer or sale is not a prospectus as defined in the SFA. Accordingly, statutory liability under the SFA in relation to the content of prospectuses would not apply. You should consider carefully whether the investment is suitable for you and whether it is permitted under the SFA (or any other laws or regulations that are applicable to you) for you to make an investment in the Participating Shares.

The Fund is a restricted scheme pursuant to the Sixth Schedule of the Securities and Futures (Offers of Investments) (Collective Investment Schemes) Regulations 2005 (the "**Regulations**"). A restricted scheme is a collective investment scheme interests in which are offered only to certain categories of non-retail investors. This offer is made in reliance on the exemption for restricted schemes under Section 305 of the SFA. The scheme has been entered into the list of restricted schemes maintained by the MAS. This Information Memorandum has not been registered as a prospectus with the MAS. The MAS assumes no responsibility for the contents of this Information Memorandum.

Accordingly, this Information Memorandum and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of Participating Shares may not be circulated or distributed, nor may Participating Shares be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor pursuant to Section 304 of the SFA; or (ii) to a relevant person pursuant to Section 305(1) of the SFA, and in accordance with the conditions specified in Section 305 of the SFA; or (iii) otherwise pursuant to, and in accordance with the conditions of any other applicable provision of the SFA.

Where Participating Shares are subscribed or purchased under:

- (a) Section 304 of the SFA, such Participating Shares may not be subsequently sold to any person other than an institutional investor; or
- (b) Section 305 of the SFA, such Participating Shares may not be subsequently sold to any person other than (1) an institutional investor, or (2) a relevant person as defined in Section 305(5) of the SFA,

unless as specified in Sections 304A(2) or 305A(5) of the SFA, or Regulations 36 or 36A of the Regulations.

Notwithstanding the above, where Participating Shares are subscribed or purchased under Section 305 of the SFA by a relevant person which is:

- (a) a corporation (which is not an accredited investor) the sole business of which is to hold investments and the entire share capital of which is owned by one (1) or more individuals, each of whom is an accredited investor; or
- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities (as defined in the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six (6) months after that corporation or that trust has acquired the Participating Shares pursuant to an offer made under Section 305 of the SFA except:

- (1) to an institutional investor or to a relevant person defined in Section 305(5) of the SFA, or to any person arising from an offer referred to in Section 275(1A) or Section 305A(3)(i)(B) of the SFA;
- (2) where no consideration is or will be given for the transfer; or
- (3) where the transfer is by operation of law,

unless as specified in Section 305A(5) of the SFA or Regulation 36A of the Regulations.

All enquiries in relation to the Fund should be directed to the Fund, whose contact details are as follows:

Hawthorne Asset Management VCC

Address : 68 Amoy Street #03-00, Singapore 069887
Telephone number : +65 6815 1993
Email : tony.morgan@firstdegree.asia
Attention : Tony Morgan

Table of Contents

1	BASIC INFORMATION	2
2	THE BOARD OF DIRECTORS OF THE FUND.....	6
3	THE MANAGER	7
4	CUSTODY OF FUND ASSETS.....	7
5	THE ADMINISTRATOR.....	8
6	THE AUDITOR.....	8
7	RISK FACTORS.....	9
8	SUBSCRIPTION OF PARTICIPATING SHARES.....	14
9	REDEMPTION OF PARTICIPATING SHARES.....	15
10	DEALINGS IN PARTICIPATING SHARES	17
11	OBTAINING PRICES OF PARTICIPATING SHARES	17
12	NET ASSET VALUE AND VALUATIONS.....	17
13	SUSPENSION OF VALUATION AND DEALING.....	18
14	SOFT WIND DOWN	19
15	FEEES AND EXPENSES	19
16	SOFT DOLLAR COMMISSIONS OR ARRANGEMENTS.....	21
17	POTENTIAL CONFLICTS OF INTEREST	21
18	ACCOUNTING PERIOD AND REPORTS	22
19	TAXATION.....	22
20	OTHER MATERIAL INFORMATION.....	22

1 BASIC INFORMATION

1.1 The Fund

1.1.1 The Fund is a VCC incorporated in the Republic of Singapore under the Act on 7 August 2020 with the registration number T20VC0097K.

1.1.2 This Information Memorandum is issued in connection with the offering of Participating Shares and sets out the material provisions applying to that offer and to the Fund.

1.2 Fund Size and Structure

1.2.1 The Fund was formed as a non-umbrella VCC.

1.2.2 The Fund has no fixed duration.

1.2.3 The base currency of the Fund (the “**Base Currency**”) is United States Dollars (“**USD**”).

1.2.4 Participating Shares may be issued up to aggregate subscription monies of USD 500 million (or its equivalent in other currency(s)), or such other amount as may be determined by the Board.

1.3 Initial Offer Period

1.3.1 The “**Initial Offer Period**” for Participating Shares of each Class in each currency set out in the following paragraph shall conclude, or has concluded, on the date that an application for subscription for Participating Shares of that Class in that currency is or was accepted by the Fund.

1.4 Share Capital

1.4.1 The Fund will issue Participating Shares in consideration of the subscription monies received and accepted from investors.

1.4.2 The following Classes of Participating Shares are offered by way of this Information Memorandum:

(a) A Class:

- (i) Hawthorne Multi-Asset AUD Share Hedged (offered in AUD) (ISIN SGXZ59138479);
- (ii) Hawthorne Multi-Asset EUR Share Hedged (offered in EUR) (ISIN SGXZ56237597);
- (iii) Hawthorne Multi-Asset GBP Share Hedged (offered in GBP) (ISIN SGXZ16243750);
- (iv) Hawthorne Multi-Asset SGD Share Hedged (offered in SGD) (ISIN SGXZ10417004); and
- (v) Hawthorne Multi-Asset USD Share Hedged (offered in USD) (ISIN SGXZ87469920);

(b) B Class:

- (i) Hawthorne Multi-Asset AUD Share Hedged (offered in AUD) (ISIN SGXZ91146845);
- (ii) Hawthorne Multi-Asset EUR Share Hedged (offered in EUR) (ISIN SGXZ38433017);
- (iii) Hawthorne Multi-Asset GBP Share Hedged (offered in GBP) (ISIN SGXZ28584456);
- (iv) Hawthorne Multi-Asset SGD Share Hedged (offered in SGD) (ISIN SGXZ11572807); and
- (v) Hawthorne Multi-Asset USD Share Hedged (offered in USD) (ISIN SGXZ43695857); and

(c) C Class:

- (i) Hawthorne Multi-Asset AUD Share Hedged (offered in AUD) (ISIN SGXZ44005171);
- (ii) Hawthorne Multi-Asset EUR Share Hedged (offered in EUR) (ISIN SGXZ50790229);
- (iii) Hawthorne Multi-Asset GBP Share Hedged (offered in GBP) (ISIN SGXZ55238570);
- (iv) Hawthorne Multi-Asset SGD Share Hedged (offered in SGD) (ISIN SGXZ78114733); and
- (v) Hawthorne Multi-Asset USD Share Hedged (offered in USD) (ISIN SGXZ58930280);

(d) I Class

- (i) Hawthorne Multi-Asset AUD Share Hedged (offered in AUD) (ISIN SGXZ35827898);
 - (ii) Hawthorne Multi-Asset EUR Share Hedged (offered in EUR) (ISIN SGXZ53638888);
 - (iii) Hawthorne Multi-Asset GBP Share Hedged (offered in GBP) (ISIN SGXZ39919113);
 - (iv) Hawthorne Multi-Asset SGD Share Hedged (offered in SGD) (ISIN SGXZ33947425); and
 - (v) Hawthorne Multi-Asset USD Share Hedged (offered in USD) (ISIN SGXZ87673471);
- (e) N Class:
- (i) Hawthorne Multi-Asset AUD Share Hedged (offered in AUD) (ISIN SGXZ73939795);
 - (ii) Hawthorne Multi-Asset EUR Share Hedged (offered in EUR) (ISIN SGXZ60474798);
 - (iii) Hawthorne Multi-Asset GBP Share Hedged (offered in GBP) (ISIN SGXZ99559908);
 - (iv) Hawthorne Multi-Asset SGD Share Hedged (offered in SGD) (ISIN SGXZ52098076); and
 - (v) Hawthorne Multi-Asset USD Share Hedged (offered in USD) (SGXZ71553606); and
- (f) P Class:
- (i) Hawthorne Multi-Asset AUD Share Hedged (offered in AUD) (ISIN SGXZ49274756);
 - (ii) Hawthorne Multi-Asset EUR Share Hedged (offered in EUR) (ISIN SGXZ20891545);
 - (iii) Hawthorne Multi-Asset GBP Share Hedged (offered in GBP) (ISIN SGXZ28921765);
 - (iv) Hawthorne Multi-Asset SGD Share Hedged (offered in SGD) (ISIN SGXZ85324663); and
 - (v) Hawthorne Multi-Asset USD Share Hedged (offered in USD) (ISIN SGXZ62472030).

1.4.3 Participating Shares of the Classes noted above will be issued in Series form, with all Participating Shares of a Class denominated in the same currency forming a Series.

1.4.4 As noted above, the Base Currency of the Fund is USD. In respect of each Series that is not denominated in the Base Currency, wherever practicable the Manager intends to enter into currency hedging positions with the aim of minimising the difference between the performance of the NAV of the Series and the NAV of the Series denominated in the Base Currency of the same Class.

1.4.5 The hedging noted above will be achieved by the Fund allocating the gains and losses from each currency hedging position solely and proportionately to all Series denominated in the relevant currency. For example, the gains and losses from a currency hedging position taken out in respect of Series denominated in AUD, would be allocated solely and proportionately to the Hawthorne Multi-Asset AUD Share Hedged – A Class, the Hawthorne Multi-Asset AUD Share Hedged – C Class and the Hawthorne Multi-Asset AUD Share Hedged – P Class.

1.4.6 While the Manager expects to rebalance the hedging positions referred to above on a regular basis to reflect movement in the NAV of the relevant Series, from time to time there are likely to be differences in the value of the hedging position and the NAV of the relevant Series, potentially significant differences, including those that may arise from interest rate differentials between the hedged currency and the Base Currency. It is therefore unlikely that, in respect of a Class, the performance of a Series denominated other than in the Base Currency will precisely match the performance of the Series denominated in the Base Currency.

1.4.7 Participating Shares may be issued by the Fund on each day on which banks in Singapore are open for normal banking business (each, a “**Business Day**”) (or such other day as may be determined by the Board from time to time) (each, a “**Subscription Day**”).

1.4.8 Applicants that wish to subscribe for Participating Shares during the Initial Offer Period for shares of that Class or in respect of a particular Subscription Day must:

- (a) In respect of B Class Shares, submit a completed Subscription Form to the Administrator and remit the relevant subscription monies to the Fund by the close of business on the day that is one (1) Business Day prior to the end of the Initial Offer Period for shares of that Class or the relevant Subscription Day;

- (b) In respect of I Class Shares and N Class Shares, submit a completed Subscription Form to the Administrator by the close of business on the day that is one (1) Business Day prior to the end of the Initial Offer Period for shares of that Class or the relevant Subscription Day and remit the relevant subscription monies to the Fund by the close of business on the day that is five (5) Business Days after the final day of the Initial Offer Period for shares of that Class or the relevant Subscription Day; or
- (c) In respect of shares of any other Class, submit a completed Subscription Form to the Administrator and remit the relevant subscription monies to the Fund by the close of business on the day that is three (3) Business Days prior to the end of the Initial Offer Period for shares of the relevant Class or the relevant Subscription Day,

(each a "**Subscription Deadline**"), as the case may be.

1.4.9 In respect of each N Class Share, if the relevant subscription monies are not received by the Fund as cleared funds by the deadline set out in sub-clause 1.4.8(b) above (or by such later date as may be determined by the Board or the Manager in a particular case or generally), either the Board or the Manager may, in its absolute discretion, cancel the allotment of such share and either:

- (a) Return the relevant monies (if so received) to the applicant for subscription at its risk; or
- (b) Treat the relevant monies as subscription monies in respect of a future application for subscription made by the applicant provided such application is received by the Fund within thirty (30) Business Days of the cancellation of the allotment,

and in either case the applicant shall be liable to the Fund for any costs and/or expenses incurred by the Fund in relation to the cancellation including, but not limited to, any loss incurred by the Fund in relation to an investment made by the Fund in the expectation that the relevant subscription monies would be received by the Fund prior to the deadline set out in sub-clause 1.4.8(b) above.

1.4.10 Subscription Price:

Unless otherwise determined by the Board, the subscription price for Participating Shares of a Class in a particular currency shall be:

- (a) In respect of the Initial Offer Period for that Class in a particular currency, one thousand (1,000) in that currency; and
- (b) Thereafter, on a forward pricing basis, that is the subscription price of such Participating Shares will not be known at the time of subscription. Subscription Forms as well as subscription monies received by the Administrator before a relevant Subscription Deadline will be treated as being received in respect of that Subscription Day and Participating Shares will be issued at the price equal to the applicable net asset value (the "**NAV**") per Participating Share at the Valuation Day (as defined below) immediately preceding that Subscription Day, as adjusted (to the extent required) by adding to such price or subtracting from such price such fees and charges as may be determined by the Board (the "**Subscription Price**"). Subscription Forms and/or subscription monies received after a Subscription Deadline will be treated as being received in respect of the next Subscription Day and the Participating Shares will be issued at the Subscription Price relating to the next Subscription Day,

1.4.11 The Board has the sole and absolute discretion to determine the terms of offer of Participating Shares or of any additional Classes and/or Series and/or currencies of Participating Shares or to close the Fund to new subscriptions for Participating Shares at any time.

1.4.12 As of the date of this Information Memorandum, ten (10) management shares in the Fund were held by Morgan Anthony John, a Director of the Manager.

1.5 Minimum Subscription Amount

There is no minimum initial subscription amount or additional subscription amount for subscribers for Participating Shares, provided that the Board may reject a subscription or additional subscription that it considers to be sub-economic for the Fund (refer to paragraph 8.2.8).

1.6 Investment Objective and Strategy

- 1.6.1 The investment objective of the Fund is to achieve an attractive risk-adjusted return for the holders of Participating Shares.
- 1.6.2 To achieve its investment objective, the Manager invests the assets of the Fund in a multi-asset portfolio that provides a strategic, long-term exposure to major asset classes that the Manager considers attractive, while enhancing returns and controlling risk through an opportunistic short-term overlay.
- 1.6.3 The Manager constructs the Fund's portfolio based upon a strategic asset allocation for the portfolio, drawing upon widely-accepted research that such allocation generally contributes in excess of three-quarters of the returns for a typical diversified portfolio. The Fund's strategic asset allocation is based upon the Manager's quantitative assessment of expected risk and return for the major asset classes, together with its qualitative assessment of the attractiveness of growth versus defensive assets.
- 1.6.4 To address periods of heightened market risk and/or to enable the Fund to benefit from temporary market opportunities, the Manager also applies an opportunistic overlay, which allows the Manager to deviate from the long-term strategic asset allocation through short-term trades to either reduce risk or enhance return. To ensure that the long-term strategic objectives of the Fund's portfolio are met, the Manager limits the amount by which short-term positions may cause the portfolio to vary from its long-term strategic asset allocation.
- 1.6.5 The Manager typically seeks to provide the Fund with exposure to an asset class through exchange-traded funds ("**ETF's**"), mutual funds including Undertakings for Collective Investment in Transferable Securities (UCITS), other pooled investment vehicles including closed-end funds, money market funds, debt and equity securities, structured products, derivatives and commodities.
- 1.6.6 The Manager may also use ETF's to provide the Fund with access to the most attractive sub-set of an asset class, often known as 'smart-beta' ETF's. In global equities, for example, smart-beta low-volatility ETF's have significantly outperformed vanilla global equity ETF's over long periods.
- 1.6.7 By maintaining the Fund's portfolio in line with a stable, long-term strategic asset allocation and therefore avoiding excessive trading, the Manager seeks to minimise the negative impact of transaction costs on the Fund's portfolio.
- 1.6.8 The Manager may also seek to mitigate the effect of the fixed Organisational Expenses (as defined below) and Establishment Expenses (as defined below) on Holders by having the Fund participate in transactions that are likely to result in an increase in the net assets of the Fund ("**Additional Fund Assets**"). As is common with most investment funds, many of such expenses are fixed in nature and their proportionate impact on a Holder reduces as the size of the Fund increases.
- 1.6.9 The Manager will seek such opportunities where the cost of acquiring Additional Fund Assets is likely to be offset by the expense reduction benefit to Holders over the medium term.

1.7 Leverage and Borrowings

- 1.7.1 The Fund may borrow for the purposes of implementing its investment strategy up to a maximum of 10% of the net assets of the Fund (pre-borrowing). For the purposes of this limit, the consideration payable by the Fund for unsettled purchase trades will be netted off against the consideration due to the Fund for unsettled sale trades.
- 1.7.2 The Fund may enter into short currency positions for hedging purposes.
- 1.7.3 The Fund may hold ETF's or other instruments that utilise leverage, provided that any such leverage is non-recourse to the Fund.
- 1.7.4 The Fund may borrow to fund redemption payments to the former holders of Participating Shares, provided that such borrowings are short-term in nature and do not exceed 10% of the net assets of the Fund (pre-borrowing).

1.8 Distributions

- 1.8.1 While the Board does not expect to cause the Fund to pay dividends or distributions, it may declare and determine any distributions (whether in cash, in-kind or otherwise) payable to the Holders from time to time as it may think fit in its sole and absolute discretion out of the Fund's assets.

- 1.8.2** There is no guarantee that distributions will be made and any income generated from the investments of the Fund (each, an "**Investment**") may be re-invested and not distributed. Such income will be reflected in the NAV of the Participating Shares.
- 1.8.3** Any distributions made by the Fund shall be made to the Holders on a per Participating Share basis. Distributions not claimed within six (6) years of their due date will lapse and be returned to the assets of the Fund.
- 1.8.4** Any distributions will be paid to the Holder in the currency in which the relevant Participating Shares are denominated by bank transfer to the account of such Holder, or in the case of joint Holders, to the account of the first named joint Holder on the register of members of the Fund (the "**Register of Members**"), at the risk and expense of such Holder or joint Holders (as may be applicable).

2 THE BOARD OF DIRECTORS OF THE FUND

- 2.1** The Board has overall authority over, and responsibility for, the operations and management of the Fund. The Fund has however delegated the investment management of the Fund and its assets to the Manager on the terms of the investment management agreement dated on or about the date of this Information Memorandum (as it may be supplemented, amended or restated from time to time) (the "**IMA**").
- 2.2** The directors of the Fund (each, a "**Director**") are as follows:

Stephen John Fisher

Mr Fisher co-founded the Manager and has been its Chief Investment Officer since its formation in 2011.

Prior the Manager, Mr Fisher held senior roles in Asset Management businesses in Australia, the United States and Singapore, including Head of Global Fixed Income Product – Asia Pacific at JPMorgan Asset Management and Asia Pacific Regional Head of Capital Markets Research at J.P. Morgan Investment Management, Inc.

Mr Fisher has a Master of Science (Finance) and a PhD (Finance) from the WE Simon Graduate School of Business Administration, University of Rochester, New York, and a Bachelor of Economics (First Class Honours) from the University of Sydney.

Anthony John Morgan

Mr Morgan co-founded the Manager and has been its Chief Executive Officer and Head of Compliance and Risk Management since its formation in 2011.

Prior to the Manager, Mr Morgan held senior roles in Asset Management businesses in the Asia Pacific region, including Head of Sovereign and Institutional Clients, South Asia and Chief Operating Officer, South Asia at JPMorgan Asset Management. In the course of those roles, Mr Morgan has been a director of licensed asset management entities in Australia, India, New Zealand, Pakistan, Singapore and Thailand.

Mr Morgan has a law degree from Macquarie University, a Master of Laws and a Master of Taxation from the University of Sydney, a Master of Business Administration from the University of London and has been admitted as a Solicitor of the Supreme Court of New South Wales and the High Court of Australia.

- 2.3** The Fund may appoint further suitably qualified individuals to act as a Director from time to time.
- 2.4** The Directors shall use all due efforts, skill, judgment and care in carrying out their obligations or duties, provided however that they shall not be liable to the Fund or the Holders for any errors of judgment, loss suffered, or actions taken or omitted to be taken in respect of the Fund, other than any liability attaching to the Director in connection with any negligence, default, breach of duty or breach of trust of the relevant Director in relation to the Fund.
- 2.5** Pursuant to the constitution of the Fund (the "**Constitution**") and subject to the provisions of the Act, every Director is to be indemnified out of the assets of the Fund against any liability incurred by him in the execution and discharge of his duties or in relation thereto and in particular and without prejudice to the generality of the foregoing, no Director shall be liable for the acts, receipts, neglects or defaults of any other Director or officer or for joining in any receipt of other act for conformity or for any loss or expense happening to the Fund through the insufficiency or deficiency of any security in or upon which any of the moneys of the Fund shall be invested or for any loss or damage arising from the bankruptcy, insolvency or tortuous act of any person with whom any moneys, securities or effects shall be deposited or left or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto unless the same happened through his own negligence, default, breach of duty or breach of trust.

3 THE MANAGER

- 3.1** The Manager is a private limited company incorporated in the Republic of Singapore and is currently regulated by the Monetary Authority of Singapore (“**MAS**”) as a holder of a Capital Markets Services Licence to conduct the regulated activity of fund management in Singapore.
- 3.2** Pursuant to the IMA, the Fund has appointed the Manager with the overall responsibility for the investment management of the Fund as well as its assets. The Manager may, from time to time with the approval of the Board, delegate any or all of its functions, powers, discretions, privileges, duties and obligations under the IMA to other entities or third parties reasonably selected by the Manager and/or engage other agents, including but not limited to an investment advisor or third party research service provider, which may be affiliated with or independent from the Manager, to assist in identifying suitable investment or divestment opportunities, and in preparing and evaluating proposals for the Manager, although, unless otherwise agreed in writing with the Fund, all fees, costs and expenses incurred by the Manager relating to its rights and powers under the IMA shall be borne by the Manager, and the Manager shall remain liable under the IMA for all acts and omissions by any person to whom it may delegate any of its functions thereunder as if such acts and omissions were its own.
- 3.3** The directors of the Manager are as follows:
- Stephen John Fisher**
Please see above.
- Anthony John Morgan**
Please see above.
- 3.4** The Manager shall use all due efforts, skill, judgment and care in carrying out its obligations or duties under the IMA, provided however that the Manager shall not be liable to the Fund or the Holders for any errors of judgment, loss suffered, or actions taken or omitted to be taken in respect of the Fund in connection with the subject matter of the IMA, unless arising from the fraud, gross negligence or wilful misconduct of the Manager.
- 3.5** Pursuant to the IMA, the Fund agrees to indemnify and hold harmless the Manager out of the assets of the Fund from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, legal proceedings, costs, claims, expenses or disbursements of any kind or nature whatsoever (including but not limited to reasonable legal fees and settlement amounts with the agreement of the Fund, such agreement not to be unreasonably withheld) incurred by the Manager in the performance of any of its obligations or duties under the IMA (including but not limited to complying with instructions given to the Manager by the Fund), unless arising from the fraud, gross negligence or wilful misconduct of the Manager.
- 3.6** For the avoidance of doubt, the references to the Manager in Paragraphs 3.4 to 3.5 shall be deemed to include its shareholders, directors, officers, employees and agents, including the personal representatives of the foregoing.

4 CUSTODY OF FUND ASSETS

- 4.1** The Fund is not required to, and has not, appointed a custodian, but the Directors will cause the Fund to maintain its assets with an entity(s) of type referred to in regulation 26(6) of the Securities and Futures (Licensing and Conduct of Business) Regulations or as otherwise required by law.
- 4.2** As at the date of this Information Memorandum, the entities referred to in paragraph 4.1 above are:
- (a) Oversea-Chinese Banking Corporation Limited (UEN 193200032W) of 63 Chulia Street #10-00, Singapore 049514;
 - (b) Swissquote Pte. Ltd. (UEN 201906194G) of 1 Raffles Quay #34-01A, Singapore 048583;
 - (c) Interactive Brokers LLC of One Pickwick Plaza, Greenwich CT 068830, United States of America;
 - (d) Macquarie Bank Limited (UEN T11FC0018C) of 9 Straits View #21-07, Marina One West Tower, Singapore 018937; and
 - (e) Maybank Securities Pte. Ltd. (UEN 197201256N) of 50 North Canal Road #03-01, Singapore 059304.

5 THE ADMINISTRATOR

- 5.1 The Fund has appointed ASCENT Fund Services (Singapore) Pte. Ltd., whose registered address is at 8 Temasek Boulevard, #34-03 Suntec Tower 3, Singapore 038988 (the "**Administrator**"), as the administrator of the Fund, pursuant to an administration agreement between the Fund and the Administrator (the "**Administration Agreement**").
- 5.2 Under the Administration Agreement, the Administrator has agreed to administer the affairs of the Fund and in connection therewith perform certain designated services for the Fund under the ultimate supervision of the Board, including but not limited to the calculation of the NAV, maintaining the accounts, books and records of the Fund, preparing information for the Fund's reports to Holders, responding to Holders' enquiries relating to the Fund, ensuring that the Fund complies with the applicable anti-money laundering laws and regulations, accepting and processing subscriptions and redemption requests from investors, maintaining the Register of Members, providing confirmations of share ownership to Holders and such other administrative services as may be required by the Fund from time to time.
- 5.3 The Administration Agreement provides, inter alia, that the Administrator shall exercise reasonable care in the performance of its duties thereunder and shall not be liable to the Fund for any loss sustained by the Fund, except a loss resulting directly from gross negligence, wilful misconduct or fraud or material breach of the Administration Agreement on the part of the Administrator or on the part of its directors, officers, servants, agents, delegates or nominees.
- 5.4 Under the Administration Agreement, the Fund has undertaken to hold harmless and indemnify the Administrator against all liabilities, damages, costs, claims and expenses (excluding out-of-pocket expenses but including reasonable legal fees and amounts in settlement with the agreement of the Fund, such agreement not to be unreasonably withheld) incurred by the Administrator, its directors, officers, employees, servants, delegates or agents in the performance of the services under the Administration Agreement except such liabilities, damages, costs, claims and expenses as shall arise from the wilful misconduct, fraud, gross negligence or material breach of the Administration Agreement on the part of the Administrator or on the part of its directors, officers, employees, servants, delegates or agents.
- 5.5 Pursuant to the Administration Agreement, the Administrator shall not be liable to the Fund for any suit or compensation or punitive damages ("**Damages**") that may arise, including but not limited to Damages as a result of any direct or indirect economic loss, of, for example, profit, expected management fees, goodwill or business reputation, net asset value or investor subscription in the Fund, save where such loss arises from the wilful misconduct, fraud, gross negligence or material breach of the Administration Agreement on the part of the Administrator or on the part of its directors, officers, employees, servants, delegates or agents.
- 5.6 The Administrator shall have no responsibility for ensuring compliance by or on behalf of the Fund with the legislation or regulations or exemptions from legislation or regulations of any jurisdiction in which the Participating Shares are offered, placed or sold including, and without limitation, the United States of America. The duties of the Administrator pursuant to the Administration Agreement shall not constitute a duty to monitor or enforce the compliance of the Fund or its delegates or any other person whatsoever with any investment restriction or guideline imposed in relation to the Fund.
- 5.7 The Administration Agreement shall become effective from the date of the agreement and shall continue in full force and effect until terminated. It may be terminated by either party on no less than 90 days' notice in writing, and forthwith in certain circumstances, subject to a minimum initial term of twelve (12) months. The Administration Agreement is governed by the laws of Singapore.
- 5.8 The Administrator will not provide any investment advisory or management service to the Fund and therefore will not be in any way responsible for the Fund's performance or investment decisions. The Administrator will not be responsible for monitoring any investment restrictions or compliance with the investment restrictions and therefore will not be liable for any breach thereof.

6 THE AUDITOR

The Fund has appointed PricewaterhouseCoopers LLP, whose principal address is at 7 Straits View, Marina One, East Tower, Level 12, Singapore 018936 (the "**Auditor**"), as the auditor of the Fund.

7 RISK FACTORS

7.1 General Warnings

- 7.1.1** An investment in the Fund involves risk. Investors should consider carefully, together with all other information contained in this Information Memorandum, the risk factors described below before deciding to invest in the Fund. The risks described below are by no means exhaustive or comprehensive, and there may be other risks in addition to these which are not known to the Manager or which may not be material now but could turn out to be material in the future. Additional risks, whether known or unknown, may in the future have a material adverse effect on the Fund and impair the business operations of the Fund. The business, financial condition, results of operations and prospects of the Fund could be materially and adversely affected by any of these risks, which may reduce the ability of the Fund to make distributions to the Holders or reduce the NAV of the Participating Shares.
- 7.1.2** This Information Memorandum also contains forward-looking statements that involve risks, uncertainties and assumptions that are outside of the Manager's control. The actual results of the Fund could differ materially from those anticipated in these forward-looking statements as a result of certain factors, including the risks faced by the Fund as described below. As an investment in the Fund is meant to produce returns over the long-term, investors should not expect to obtain short-term gains.
- 7.1.3** Investors should be aware that the NAV of the Participating Shares may fall as well as rise, and that they may not get back their original investment. Past performance of the Manager is not an indicator of future or likely performance of the Fund or the Manager. The Fund's investment strategies should be evaluated on the basis that there can be no assurance that the Manager's assessments of the Investments will prove accurate. Before investing in Participating Shares, investors should seek professional advice from their relevant advisors about their particular circumstances.
- 7.1.4** There can be no assurance that any strategies implemented by the Manager to minimise potential losses will be successful or that the Fund's investment objective will be met.
- 7.1.5** A potential investor should not invest in the Participating Shares unless it has the expertise (either alone or with a financial advisor) to evaluate how the Participating Shares will perform under changing conditions, the resulting effects on the NAV of the Participating Shares and the impact this investment will have on the potential investor's overall investment portfolio. Investment results may vary substantially over time and on a monthly, quarterly or annual basis and the value of an investor's investment in the Fund may substantially decline or appreciate.

7.2 General Risks

7.2.1 Leverage Risk

The Fund may be allowed to apply leverage to its positions. Leverage can enhance returns but will also magnify downside risks. The use of leverage may require the Fund to top-up certain margined positions or force liquidations during unfavourable market conditions, thereby exposing the Fund to greater risks and costs.

7.2.2 Liquidity Risk

The Investments of the Fund may become illiquid. Liquidity risk exists when a particular asset is difficult or impossible to sell in an open market. Should an asset become illiquid, or become more illiquid than was expected at the time of investment, it might not be able to be sold or the price at which it is able to be sold may be at a discount to its perceived fair value, i.e. the price at which the asset could be sold under normal market conditions.

7.2.3 Valuation Risk

It is expected that the vast bulk of the Investments will comprise liquid securities for which a public market exists and for which reliable pricing is available from relevant exchanges. In the unlikely event that an Investment became illiquid, or no price was available at a point in time, the Manager would be required to determine the value of that Investment to be used in the calculations of the NAV of the Fund. If so, there would be a risk that that value may not reflect the price at which the Investment could be disposed of by the Fund.

7.2.4 Concentration Risk

The Fund may invest in a number of Investments which carry effectively the same or similar investment risks and the level of risk could be higher as compared to other types of funds which have a more diverse range of investments.

7.2.5 Currency Risk

The Fund will be valued in the Base Currency. Assets and liabilities denominated in other currencies will be translated at the rate of exchange in effect at the relevant day and translation adjustments will be reflected in the resulting valuation. Currency exchange rates generally are determined by the forces of supply and demand in the currency exchange markets and the relative merits of investment in different countries, actual or anticipated changes in interest rates and other complex factors as seen from an international perspective. Currency exchange rates can be affected unpredictably by intervention or failure to intervene by governments or central banks or by currency controls or political developments throughout the world. Likewise, investors dealing in a different local currency other than the Base Currency should be aware that the currency exchange rate fluctuations could cause the value of their investment in the Fund to diminish. Further, transaction costs may be incurred in connection with the conversions between such other currencies and the Base Currency.

7.2.6 Counterparty Risk

When the Fund enters into transactions, it is exposed to the risk that a counterparty may default on its obligations to perform under the relevant contract. In the event of the counterparty's bankruptcy or insolvency, there is no guarantee of such counterparty's ability to make the relevant payments of the outstanding amounts under the relevant transactions. The Fund may also incur fees and expenses to enforce its rights against such counterparty.

7.2.7 Failure of Brokers and Other Depositories

Some institutions, including brokerage firms and banks, with which the Fund does or may do business, or with whom the Investments may be custodied, may encounter financial difficulties that may impair the operational capabilities or the capital position of the Fund.

7.2.8 Repatriation of Capital, Dividends, Interest and Other Income Risk

In some situations, the Fund or the underlying Investments may be unable to repatriate capital, dividends, interest and other income from certain countries or may require government consent to do so, or levies or taxes may be imposed upon such repatriation. The Fund could be adversely affected by the introduction of the requirement for any such consent, delays in or the failure to grant any such consent, or the imposition of such levies or taxes for the repatriation of funds or by any official intervention affecting the process of settlement of transactions which may in turn affect the repatriation of funds. Economic or political conditions could lead to the revocation or variation of any such consent granted prior to investment being made in any particular country or to the imposition of new restrictions.

7.2.9 Legal Considerations in Different Countries

The applicable national laws in the different countries and in particular the laws relating to the rights of foreign investors and the entities through which they may invest, may be unclear in some of the countries in which the Fund may invest. These countries may not accord equivalent rights (or protection for such rights) to those rights which investors might expect in other countries with which they are familiar. It may be more difficult for the Fund to obtain effective enforcement of its rights by legal or arbitral proceedings in such countries. Enforcement of laws in such countries may also be uncertain and the implementation and interpretation of laws may be inconsistent.

7.2.10 Limited Geographical Diversification

The Investments may be concentrated in a small number of countries. Any change in the regional or local political or regulatory environment, any decline in the economic activity and any downturn or weakness in the local markets in those countries may each adversely affect the results of the operations or financial condition of the Fund and/or the value of the Investments.

7.2.11 Natural Disasters and Other Circumstances beyond the Manager's Control

There is a possibility that damage from natural disasters such as earthquake, fire and flood, even if repairable, will have an impact on the value of the Investments or their ability to generate income. In addition, certain circumstances beyond the Manager's control such as virus outbreaks may have an adverse economic impact on the global economy or the Investments.

7.3 Risks Relating to the Fund's Operations

7.3.1 Participating Shares Not Authorised for Public Offer

Presently, investments in the Participating Shares are offered solely by way of private placement and the Participating Shares are not authorised for public offer in any jurisdiction. As such, an investment in Participating Shares will not offer the same level of regulatory protection as would be the case with an investment in authorised schemes.

7.3.2 Evolving Regulatory Risk for Funds

Legal, tax and regulatory changes could occur during the subsistence of the Fund which may adversely affect it. The regulatory environment for funds is evolving, and changes in such regulatory environment may adversely affect the value of the Investments. Currencies and derivatives markets are also subject to rules and regulations. Regulators, self-regulatory organisations and/or exchanges may be authorised to take extraordinary actions in certain circumstances. The regulation of currencies and derivatives transactions and funds that engage in such transactions is an evolving area of law and is subject to modification by government and judicial action. The effect of any future regulatory change on the Fund could be substantial and adverse.

7.3.3 Success of Investment Strategies

The performance of the Fund will depend on the success of the investment strategy for the Fund. Exploitation of the investment strategy to be pursued by the Fund involves uncertainty. No assurance can be given that suitable investment opportunities in which to deploy the Fund's capital will be located.

7.3.4 Investment Selection

The Manager may select Investments on the basis of information and data available to it. Although the Manager evaluates such information and data, the Manager may not be in a position to confirm the completeness, genuineness or accuracy of such information and/or data.

7.3.5 Reliance on the Manager

The Manager will make all decisions in respect of the investment management of the Fund, other than with respect to matters requiring the Board's approval. Holders have no right or power to take part in the management of the Fund. As a result, the success of the Fund and its Investments depends largely upon the ability of the Manager. Poor management by the Manager may affect the performance of the Fund and the returns for the Holders. There can be no assurance that the Manager will be able to implement its investment strategies successfully.

7.3.6 Reliance on Key Personnel

The performance of the Manager depends substantially upon certain key personnel who are currently employed by the Manager. As such, the success of the Fund depends substantially upon the skill, expertise and performance of such key personnel. If any such key personnel are incapacitated or cease to be employed by the Manager, the performance of the Fund may be adversely affected.

7.3.7 Misconduct of Service Providers

Misconduct of the Fund's service providers or their employees, including but not limited to the unauthorised entering into of transactions, the failure to comply with operational and risk procedures, the use of sensitive information for personal trading activities, the non-compliance with applicable law or regulations, and/or the concealing of the foregoing, may result in reputational damage, litigation, business disruption and/or financial losses to the Fund, for which the relevant service provider may not be liable at all or only to a limited extent.

7.3.8 Lack of Independent Representatives

The Manager may consult with legal counsel, auditor, tax advisor and/or other experts regarding the formation of the Fund. Such personnel are accountable to the Manager only and not to the Holders. Investors should consult their own legal, tax and financial advisors regarding the desirability of investing in the Fund.

7.3.9 Operating Fees, Costs and Expenses

The Fund is subject to the Management Fee (as defined below) and certain other fixed and contingent costs which are payable irrespective of profitability. The level of fees and expenses payable by the Fund may fluctuate. Investors should note that the Management Fee and/or other fees and expenses of the Fund (such as legal, audit and other professional fees) may increase from time to time. Accordingly, no assurance can be given as to the performance of the Fund or to the actual level of its expenses.

7.3.10 Amortisation of Establishment Expenses

The Establishment Expenses (as defined below) may be amortised over a period which may not exceed 60 months. This is a divergence from International Financial Reporting Standards ("**IFRS**") and may result in qualification of the financial statements of the Fund by the Auditor as well as differences between the NAV of the Participating Shares reported by the Fund and the reported NAV in the financial statements of the Fund.

7.3.11 Indemnity Risk

The Directors, Manager and other service providers or agents of the Fund or any of their respective affiliates, officers or employees may be entitled to be indemnified by the Fund in certain circumstances. As a result, there is a risk that the Fund's assets will be used to indemnify them or to satisfy their liabilities as a result of their activities in relation to the Fund.

7.3.12 Potential Conflicts of Interest

The Fund may enter into a number of relationships with the Manager which may give rise to potential conflicts of interest. Investors should refer to Paragraph 17 entitled "*Potential Conflicts of Interest*" for details of the potential conflicts of interest. Although the Manager intends to implement policies that are necessary or appropriate to deal with conflicts of interest, there is no assurance that the resolution of any conflicts that arise would not affect the performance or financial returns of the Fund.

7.3.13 Tax Considerations

While the Manager intends to structure the Fund and the Investments so as to mitigate or reduce taxes or duties, taking into account the relevant tax laws, administrative practices, applicable double tax treaties and other rules in the different jurisdictions ("**Tax Laws**"), Tax Laws are complex and often not completely clear, and the tax consequences of a particular structure chosen might be questioned or may be subject to challenge by the relevant tax authority in the relevant country. Tax Laws may be changed, and therefore tax consequences in connection with a particular Investment may change after it has been implemented, or be retroactively applied due to such changes in Tax Laws. Any change in Tax Laws in the different countries could affect the value of the Investments, the revenue therefrom and the returns to the Holders.

In addition, there is no assurance that the tax concessions or exemptions which are applicable and utilised by the Fund will be granted in perpetuity (or granted/attained at all) and a tax efficient structure adopted by the Fund at the date of this Information Memorandum may not be the most efficient structure or as efficient as when it was first conceived.

7.3.14 Variable Capital Company – Contagion between Classes or Series

The Fund may issue Participating Shares in separate Classes or Series. However, there is no limited recourse protection for any Class or Series of Participating Shares. Accordingly, all of the Fund's assets will be available to meet all of the Fund's liabilities, regardless of the Class or Series to which such assets or liabilities are attributable. In practice, cross-Class or cross-Series liability is only expected to arise if the liabilities referable to a Class or Series are in excess of the assets referable to such Class or Series and such assets are unable to meet all of the liabilities attributed to it. In such a case, the Fund's assets which are attributable to other Classes or Series may be applied to cover such excess liability and the value of the contributing Classes or Series will be reduced as a result.

7.4 Risks Relating to Investments in Participating Shares

7.4.1 Subscription Monies

When a subscription for Participating Shares is accepted, the Participating Shares will be treated as having been issued to the Holder with effect from the relevant Subscription Day (as defined below) notwithstanding that such Holder may not be entered in the Register of Members until after such Subscription Day. Subscription monies paid by a Holder for the Participating Shares will accordingly be subject to investment risk in the Fund from such Subscription Day.

7.4.2 No Guarantee of Return of Capital

There is no guarantee that investors will be able to regain the amount invested. If the Fund is terminated or liquidated, investors may lose part or all of their investment in the Participating Shares.

7.4.3 Key Investors Risk

The Board may accept subscriptions from certain key investors which may constitute a large portion of the total investments in the Fund. Whilst such key investors will not have any control over the Manager's investment decisions, their actions, including but not limited to the making of substantial redemptions of Participating Shares within a short period of time, may have a material effect on the Fund.

7.4.4 Possible Adverse Effects of Substantial Redemptions

Notwithstanding any liquidity management tools employed by the Manager, substantial redemptions of Participating Shares within a short period of time may necessitate the liquidation of the Fund's assets, in order to provide funds to pay redemptions, at a time and in a manner which does not provide the most economic advantage to the Fund, and could therefore adversely affect the NAV of the Participating Shares. In addition, the Manager may find it difficult to adjust its asset allocation and trading strategies to the reduced amount of assets in the Fund and, irrespective of the period over which such substantial redemptions occur, the Fund may be left with a less liquid portfolio.

7.4.5 Effect of Redemptions

Where a redemption for Participating Shares is accepted, the Participating Shares are treated as having been redeemed by the redeeming Holder with effect from the relevant Redemption Day (as defined below) notwithstanding that such redeeming Holder has not been removed from the Register of Members until after such Redemption Day or the redemption proceeds have not been paid. Such redeeming Holder will not be entitled to or be capable of exercising any rights with respect to the Participating Shares being redeemed (including any right to receive notice of, attend or vote at any meeting of the Fund) on and from such Redemption Day save the right to receive the redemption proceeds and any dividend which has been declared prior to such Redemption Day but has not yet been paid. Redeemed Holders will be creditors of the Fund with respect to the redemption proceeds and will rank behind ordinary creditors but ahead of non-redeemed Holders in an insolvent liquidation.

7.4.6 Restrictions on Redemption of Participating Shares

While Holders may redeem their Participating Shares in accordance with Paragraph 9.1, the Board may defer redemptions of Participating Shares under Paragraph 9.2 or suspend redemptions of Participating Shares or payment of redemption proceeds under Paragraph 13.1. Holders seeking to redeem Participating Shares may therefore experience potential delays in receiving redemption proceeds.

7.4.7 Restrictions on Dealings in Participating Shares

Holders may only transfer or dispose of the Participating Shares with the prior written consent of the Board, whose consent may be granted or withheld in its sole and absolute discretion. Accordingly, investors must consider their investments in the Participating Shares to be illiquid and that they are acquiring the Participating Shares for investment and not with a view to transfer or disposal.

7.5 Suitability Standards

7.5.1 The above should not be considered to be an exhaustive list of the risks which investors should consider before investing in Participating Shares. As the Fund's investment programme may develop and change over time, investments in Participating Shares may be subject to additional and/or different risk factors than those

set out in this Information Memorandum. In addition, investments in Participating Shares may also be exposed to other risks of an exceptional nature from time to time.

- 7.5.2** Because of the risks involved, investments in Participating Shares are only suitable for investors who, understanding the degree of risk involved with investing in Participating Shares, believe that the investment is suitable based upon their investment objectives and financial needs, have no need for short-term need for liquidity in respect of their investment monies, and who are able to bear the loss of a substantial portion or even all of the monies they invest in Participating Shares. Investors are therefore advised to seek independent professional advice on the implications of investing in Participating Shares.

8 SUBSCRIPTION OF PARTICIPATING SHARES

8.1 Issue of Participating Shares

- 8.1.1** The Board may issue Participating Shares on such terms and conditions as it may determine from time to time in accordance with the Constitution.
- 8.1.2** Participating Shares carry no preferential or pre-emptive rights. Participating Shares are issued in registered form and entitlement is evidenced by entry in the Register of Members. Fractions of a Participating Share may be issued, rounded down to the nearest four (4) decimal places (or such other method of adjustment or number of decimal places as may be determined by the Board). Subscription monies representing smaller fractions of a Participating Share will be retained by the Fund.

8.2 Subscription Procedure

- 8.2.1** The Board may in its absolute discretion accept late subscriptions provided that it is satisfied that this will not disadvantage any other applicant for Participating Shares and is in accordance with all applicable laws and regulations.
- 8.2.2** Once an executed Subscription Form is submitted, it is deemed irrevocable and can only be modified or withdrawn with the approval of the Board in its sole and absolute discretion.
- 8.2.3** The Fund, Board, Manager and/or Administrator will not be responsible for mis-delivery or non-receipt of a Subscription Form if the Administrator has not acknowledged receipt of the same.
- 8.2.4** Applicants shall pay the subscription monies to such account as the Fund may notify to the applicant through telegraphic transfer or any other form of payment acceptable to the Board. Subscription monies paid in a currency other than the currency in which the Participating Shares subscribed for are denominated will be converted into the currency of the subscribed Participating Shares at the prevailing foreign exchange rate as may be determined by the Board from time to time and all bank charges and conversion costs will be deducted from the subscription monies prior to investment in the Participating Shares. Subscription monies must be paid to the Fund in cleared funds from an account in the name of the applicant and no third-party payments will be allowed.
- 8.2.5** Subscription monies paid in advance and received before the time subscription monies are applied towards the subscription of Participating Shares shall be placed, without interest, in a fund subscription and redemption bank account held by or on behalf of the Fund until such time that subscription monies are applied towards the subscription of the Participating Shares.
- 8.2.6** Acceptance of any subscription for Participating Shares is subject to the Fund receiving such evidence of identification of the applicant and/or the ultimate beneficial owner, source of funds and other matters deemed by the Manager and/or Administrator as necessary in order to fully comply with all relevant anti-money laundering and countering the financing of terrorism ("AML/CFT") laws, regulations, guidelines and notices (whether or not having the force of law and as amended from time to time). Where these matters cannot be verified to the Manager's and/or the Administrator's reasonable satisfaction, the Board may reject the applicant's application for the subscription of Participating Shares in its sole and absolute discretion and without assigning any reason.
- 8.2.7** The Board reserves the right not to issue Participating Shares and to return any subscription monies received, without interest, to the account from which payment was made if, at the close of the Initial Offer Period, the Board is of the opinion that it is not in the investors' interests or not commercially economical to proceed with

the Fund or if the total amount of subscription monies received is less than the minimum amount required for the Fund as determined by the Board, and in such event, the Fund shall be deemed not to have commenced.

8.2.8 The Board may, in its sole and absolute discretion, reject any subscription in whole or in part (where a subscription is accepted in part only) without assigning any reason. If any subscription is rejected in whole or in part (where a subscription is accepted in part only), any subscription monies received will be returned, without interest, to the account from which payment was made and the Fund, Board, Manager and/or Administrator shall not be liable for any losses, expenses, charges or liabilities arising from such rejection.

8.2.9 The acceptance of subscriptions and/or the issuance of Participating Shares do not indicate that all AML/CFT and know-your-client checks have been concluded. In the event of any delay or failure to produce any information required to pass any initial or ongoing AML/CFT or know-your-client checks, the Board is entitled at any time to reject any subscription for or require the compulsory redemption of Participating Shares or take other actions as they may be required or may elect to take under any applicable AML/CFT, criminal or other laws and regulations in any jurisdiction. The Fund, Board, Manager and/or Administrator shall not be liable for any losses, expenses, charges or liabilities arising from such delay, failure, rejection and/or compulsory redemption.

8.2.10 Confirmation notices confirming receipt of Subscription Forms and subscription monies will be sent to investors showing the details of each subscription, including the number of Participating Shares issued, as soon as practicable after the close of the Initial Offer Period or the relevant Subscription Day (as may be applicable).

8.2.11 The Board may, in its discretion and upon such conditions as it may determine, accept subscription monies in forms other than cash where to do so would not unduly prejudice the interest of the Holders.

8.3 Rights of Holders

The Holders shall take no part in the conduct of the business, management or control of the business and affairs of the Fund, and shall have no right or authority whatsoever to act for the Fund or to take any part in or in any way interfere with the conduct or management of the Fund or to vote on matters relating to the Fund, other than as set forth in the Constitution, but shall at all times have reasonable access to and the reasonable right to inspect the books, records and accounts of the Fund.

9 REDEMPTION OF PARTICIPATING SHARES

9.1 Redemption Procedure

9.1.1 Participating Shares may be redeemed by the Fund on each Business Day (or such other day as may be determined by the Board from time to time) (each, a "**Redemption Day**").

Holders which wish to redeem all or part of their Participating Shares on a Redemption Day must complete, execute and submit a scanned copy of the executed request for redemption of Participating Shares (a "**Redemption Form**") via email to the Administrator at the email address set out below to be received by the Administrator by close of business on the day that is:

- (a) In respect of B Class Shares, one (1) Business Day prior to the relevant Redemption Day;
- (b) In respect of I Class Shares and N Class Shares one (1) Business Day prior to the relevant Redemption Day; and
- (c) In respect of shares of all other Classes, three (3) Business Days prior to the relevant Redemption Day,

(each, a "**Redemption Deadline**" for the relevant Class).

Hawthorne Asset Management VCC

c/o ASCENT Fund Services (Singapore) Pte. Ltd.

Address: 8 Temasek Boulevard, #34-03 Suntec Tower 3, Singapore 038988

Email: hawthorne-TA@ascentfunds.sg

9.1.2 Participating Shares will be redeemed on a forward pricing basis, i.e. the redemption price of the Participating Shares will not be known at the time of redemption. Redemption Forms received by the Administrator before

a relevant Redemption Deadline will be treated as being received in respect of that Redemption Day and Participating Shares will be redeemed at the applicable NAV per Participating Share at the Valuation Day (as defined below) immediately preceding that Redemption Day, as adjusted (to the extent required) by adding to such price or subtracting from such price such fees and charges as may be determined by the Board (the "**Redemption Price**"). Redemption Forms received after a Redemption Deadline will be treated as being received in respect of the next Redemption Day and the Participating Shares will be redeemed at the Redemption Price relating to the next Redemption Day, subject to the Board's discretion to accept late redemptions provided that it is satisfied that this will not disadvantage any Holder and is in accordance with all applicable laws and regulations.

- 9.1.3 Redemption Forms shall state the number of Participating Shares to be redeemed, the name of the Holder(s) in which such Participating Shares are registered and the Holder number (if any) and provide payment instructions for the redemption proceeds.
- 9.1.4 Once an executed Redemption Form is submitted, it is deemed irrevocable and can only be modified or withdrawn with the approval of the Board in its sole and absolute discretion.
- 9.1.5 The Fund, Board, Manager and/or Administrator will not be responsible for mis-delivery or non-receipt of a Redemption Form if the Administrator has not acknowledged receipt of the same.
- 9.1.6 Confirmation notices confirming the redemption of Participating Shares will be sent to Holders showing the details of each redemption, including the number of Participating Shares redeemed and remaining (if any), as soon as practicable after the relevant Redemption Day.
- 9.1.7 Redemption proceeds will be paid in cash to the redeeming Holder's account designated in the Redemption Form within five (5) Business Days of the relevant Redemption Day and after the Redemption Form has been received by the Administrator. No redemption proceeds will be paid to any party other than the registered Holder.

9.2 Deferred Redemptions

- 9.2.1 In the event that Redemption Forms are received for the redemption of Participating Shares on any Redemption Day which represent more than 75% of the aggregate NAV of all Participating Shares then on issue, the Board has the sole and absolute discretion to reduce the redemptions pro rata amongst all Holders seeking to redeem Participating Shares on the relevant Redemption Day and carry out only such redemptions which, in aggregate, amount to 75% of the aggregate NAV of all then issued Participating Shares, or such other percentage as the Board may determine.
- 9.2.2 If redemptions are deferred, the Board shall give notice to the affected Holders within one (1) week that such Participating Shares have not been redeemed.
- 9.2.3 Participating Shares which are not redeemed but which would otherwise have been redeemed will be redeemed on the next Redemption Day, subject to further deferral if the Fund receives Redemption Forms exceeding the limits set out in Paragraph 9.2.1 (including any deferred redemptions) on such next Redemption Day.
- 9.2.4 The Board currently does not expect to exercise its power to defer redemptions except to the extent it considers that existing Holders would otherwise be materially prejudiced or such exercise is necessary to comply with applicable laws or regulations.

9.3 Compulsory Redemptions or Transfers

- 9.3.1 The Board has the right to compulsorily redeem or transfer all or part of a Holder's Participating Shares in certain circumstances and without prior notice, including but not limited to, in the event that any person directly or beneficially holds Participating Shares, whether representing all of the Participating Shares held by such person or part thereof:
 - (a) in breach or contravention of any applicable rules in any jurisdiction;
 - (b) which, in the reasonable opinion of the Board, may cause the Fund and/or Manager (or any person connected with any of them) to breach any applicable rules in any jurisdiction;

- (c) which, in the reasonable opinion of the Board, may cause the Fund, Manager and/or any of the Holders to suffer any liability to taxation or any material pecuniary, fiscal or administrative disadvantage or affecting each of their tax status or residence;
- (d) which, in the reasonable opinion of the Board, may affect the regulatory status of the Fund and/or Manager (or any person connected with any of them) or any other service provider to the Fund (including but not limited to affecting any of their applicable licence, restricted status or exemption), or result in the offering of Participating Shares becoming subject to any authorisation, recognition, approval and/or registration requirements with any authority under the applicable rules in any jurisdiction which it would otherwise not be required to comply with;
- (e) who ceases to be an accredited investor or institutional investor (both as defined in the Securities and Futures Act 2001 of Singapore (the "SFA")) for any reason;
- (f) where information (including but not limited to information regarding tax status, identity or residency), self-certifications or documents relating to a Holder as may be requested by the Manager and/or the Administrator are not obtained from the Holder or the Holder has refused to provide the same or has withdrawn his authorisation for the Manager and/or the Administrator to collect, use, transfer and/or disclose the same;
- (g) who does not satisfy any initial or on-going AML/CFT checks or is unable or unwilling to provide information, self-certifications or documents as may be requested by the Manager and/or the Administrator for the purposes of any AML/CFT checks.

9.3.2 In exercising its rights under Paragraph 9.3.1, the Board may but is not obliged to give notice to the relevant Holder requiring him to transfer the affected Participating Shares to any person (at the Board's election) or give a request in writing for the redemption of the affected Participating Shares. If such Holder does not satisfy the Board that the affected Participating Shares are not held in contravention of Paragraph 9.3.1 within one (1) week of such notice, the Board may redeem the affected Participating Shares, notwithstanding any loss that this may cause to such Holder.

9.3.3 The Board may compulsorily redeem the affected Participating Shares pursuant to Paragraph 9.3.1 on a day other than a Redemption Day. In such a case, the affected Participating Shares will be redeemed at the Redemption Price relating to the immediately preceding Redemption Day.

10 DEALINGS IN PARTICIPATING SHARES

Holders may not sell, assign, transfer, pledge, exchange, convey or otherwise encumber or attempt to encumber or dispose of the Participating Shares without the prior written consent of the Board, whose consent may be granted or withheld in its sole and absolute discretion.

11 OBTAINING PRICES OF PARTICIPATING SHARES

11.1 The Subscription Price and Redemption Price of Participating Shares are calculated as at each Subscription Day or Redemption Day on which Participating Shares are to be issued or redeemed (each and collectively known as a "**Dealing Day**") or as at such other date as may be determined by the Board from time to time.

11.2 Holders and prospective investors may obtain the latest Subscription Price and Redemption Price of Participating Shares by contacting the Manager and/or the Administrator.

12 NET ASSET VALUE AND VALUATIONS

12.1 The NAV and the NAV per Participating Share of each Class and/or Series of Participating Shares will be calculated in the currency in which such shares are denominated by the Administrator on the Business Day preceding each Dealing Day on which Participating Shares are to be issued or redeemed (or on such other date as may be determined by the Board) (each, a "**Valuation Day**").

12.2 The NAV of the Fund shall comprise the total assets less the total liabilities of the Fund and shall be calculated in the Base Currency. The NAV per Participating Share of each Class and/or Series of Participating Shares will be that proportion of the NAV of the Fund attributable to the relevant Class or Series represented by such Participating Share

and rounded up to two (2) decimal places (or such other method of adjustment or number of decimal places as may be determined by the Manager and/or the Administrator).

12.3 The values of the Investments shall be determined as at each Valuation Day and as follows:

12.3.1 the value of any investment which is quoted, listed or dealt with on any securities exchange shall be calculated by reference to the last traded price at the close on the Valuation Day or, if no such price is available, the latest available price of such investment at or immediately preceding the close of business on the Valuation Day;

12.3.2 the value of any Investment which is not quoted, listed or dealt with on any securities exchange shall be calculated by reference to the initial value thereof being the amount expended in the acquisition thereof, subject to such adjustments and provisions which should in the opinion of the Manager and/or the Administrator be made;

12.3.3 cash, deposits and similar property shall be valued at their face value (together with any accrued interest) unless the Manager and/or the Administrator is of the opinion that an adjustment should be made; and

12.3.4 other Investments not falling within the foregoing types of investments shall be valued in such manner and at such times as may be determined by the Manager and/or the Administrator from time to time,

provided that if the value of any Investment determined in the manner described in Paragraphs 12.3.1 to 12.3.4 above does not, in the opinion of the Manager and/or the Administrator, represent a fair value of such Investment, then the value of such Investment shall be such value as the Manager and/or the Administrator considers to be fair in the circumstances, having regard to the valuation carried out by an approved valuer.

12.4 In exercising the discretion given by this Paragraph 12 in good faith and in the absence of fraud, gross negligence or wilful default, the Manager and/or the Administrator shall not assume any liability towards the Fund or Holders, notwithstanding that the facts may subsequently be shown to have been different from those assumed by the Manager and/or the Administrator.

12.5 The Manager and/or the Administrator shall not incur any liability towards the Fund or Holders where a price for an Investment reasonably believed by the Manager and/or the Administrator to be the official closing price, last known transacted price, last transacted price, last bid price, last available price or other appropriate price (as the case may be) is found to be inaccurate, unless arising from the fraud, gross negligence or wilful misconduct of the Manager and/or the Administrator.

13 SUSPENSION OF VALUATION AND DEALING

13.1 The Board may at any time determine to postpone or suspend: (i) the calculation of the NAV of Participating Shares; (ii) the issuance of Participating Shares; (iii) the redemption of Participating Shares; and/or (iv) the payment (in whole or in part) of any redemption proceeds (each a "**Suspension**"), including but not limited to, in the following circumstances:

13.1.1 during any period when a market which forms the basis for valuing a material proportion of the Fund's investments is closed (other than for ordinary holidays and weekends) or when trading on such a market is either restricted or suspended;

13.1.2 during any period when, in the opinion of the Board, there is any breakdown in the means (including the means of communication) normally employed in determining the value of any of the Fund's investments or when for any reason the value of any of such investments cannot be promptly and accurately ascertained (including any period when the fair value of a material proportion of the Fund's investments cannot be determined);

13.1.3 during any period when, in the opinion of the Board, there exists any state of affairs as a result of which the disposal of a material proportion of the Fund's investments may seriously prejudice the interests of the Holders as a whole;

13.1.4 during any period when, due to foreign exchange controls or restrictions imposed on the transfer of other assets, a Fund is unable to conduct certain normal operations;

13.1.5 during any 48 hour period (or such other period as may be determined by the Board) prior to the date of any meeting of Holders (or any adjourned meeting thereof);

- 13.1.6 during any period when the business operations of the Manager in relation to the Fund is substantially interrupted or closed as a result of or arising from pestilence, acts of war, terrorism, revolutions, insurrections, civil unrest, strikes or acts of God or for any other like reason;
- 13.1.7 the existence of any state of affairs which, in the opinion of the Board, might seriously prejudice the interests of the Holders or of the Investments of the Fund;
- 13.1.8 during the period after notice of termination of the Fund is given to affected Holders;
- 13.1.9 during any period where the dealing in Participating Shares is suspended pursuant to any order or directive given by any relevant authority; or
- 13.1.10 during any period where, in the opinion of the Board, it is otherwise necessary to do so to comply with any AML/CFT or any other laws or regulations applicable to the Fund or Manager, directly or indirectly, in any jurisdiction.

For the purpose of this Paragraph, a "**material proportion**" of the Fund's investments means such proportion of the Fund's investments which, if disposed, would, in the opinion of the Board cause the value of the Fund's investments to be significantly reduced.

- 13.2 Such Suspension shall take effect immediately upon the declaration in writing thereof given by the Board to the Holders, and shall terminate on the day following the first Business Day on which, in the opinion of the Board, the circumstances giving rise to the Suspension ceases to exist and there are no other circumstances for which a suspension is authorised under the above Paragraph.
- 13.3 The payment of redemption proceeds for any Participating Share redeemed before the commencement of any such Suspension but for which payment has not been made before the commencement thereof may, in the Board's sole and absolute discretion, be deferred until after the end of such Suspension.

14 **SOFT WIND DOWN**

- 14.1 The Board has the power to implement a Suspension in respect of the Fund in the circumstances described under Paragraph 13.1. It is anticipated that any Suspension would ordinarily be temporary. However, there may be situations in which the circumstances giving rise to a Suspension continue to be present for a considerable period of time with the result that the Board considers it appropriate to keep the Suspension in place indefinitely. In certain circumstances, even where a Suspension has not been declared, the Board may determine that the investment strategy of the Fund should no longer be continued. During any such period of Suspension or after having made such determination that the investment strategy should no longer be continued, the Board (as advised by the Manager) may determine that the Fund be managed with the objective of returning its assets to the relevant Holders in an orderly manner (an "**Orderly Realisation**") if doing so is in the best interests of the Holders. An Orderly Realisation shall not constitute a dissolution or winding up of the Fund for any purposes, but rather only the continued management of its portfolio so as to reduce such portfolio to cash (to the extent reasonably practicable, as advised by the Manager) and return such cash as well as all other assets of the Fund to the Holders. The Board shall promptly communicate to the Holders any resolution to proceed with an Orderly Realisation. During an Orderly Realisation, the Board may take such steps as it considers appropriate in the best interests of the Holders to effect the Orderly Realisation. The Board shall establish what it considers to be a reasonable time by which the Orderly Realisation should be effected (a "**Realisation Period**"). Any resolution to undertake an Orderly Realisation and the process thereof shall be deemed to be integral to the business of the Fund and may be carried out without recourse to a formal process of liquidation or any applicable bankruptcy or insolvency regime. The Board may cease the Orderly Realisation within the Realisation Period and continue the investment strategy of the Fund if the circumstances permit a lifting of any applicable Suspension or, where no Suspension is in effect, if the circumstances are such that the investment strategy of the Fund can then be continued.
- 14.2 The Management Fee shall be payable during an Orderly Realisation on the same basis as described under Paragraph 15 entitled "*Fees and Expenses*".

15 **FEES AND EXPENSES**

15.1 **Establishment Expenses**

- 15.1.1 The Fund will bear the costs of its own establishment expenses, including but not limited to expenses relating to the establishment of the Fund, legal and tax advice, and other general administrative and closing costs (the "**Establishment Expenses**").

- 15.1.2** The Establishment Expenses will be amortised over a period which may not exceed 60 months from the date that Participating Shares are first issued. While amortisation of the Establishment Expenses may result in the qualification of the financial statements of the Fund, the Board believes that doing so may be more equitable than requiring the initial Holders to bear all the Establishment Expenses.

15.2 Management Fee

- 15.2.1** The Fund will pay to the Manager out of the assets of the Fund an annual management fee equal to the aggregate of (a) + (b):

- (a) The greater of:
- (i) USD 70,000; or
 - (ii) The aggregate of:
 - (A) 0.20% of the first USD 100,000,000 in NAV of the Fund; and
 - (B) 0.15% of the NAV of the Fund thereafter; and
- (b) The aggregate of:
- (i) In respect of A Class Shares, 1.75% of the NAV of each such share;
 - (ii) In respect of B Class Shares, 1.75% of the NAV of each such share;
 - (iii) In respect of C Class Shares, 1.40% of the NAV of each such share;
 - (iv) In respect of I Class Shares, 1.95% of the NAV of each such share;
 - (v) In respect of N Class Shares, 1.15% of the NAV of each such share; and
 - (vi) In respect of P Class Shares, 1.15% of the NAV of each such share,
- each after the pro-rated deduction of the Management Fee referred to in sub-paragraph (a) above,

(the "**Management Fee**"), provided that the amount referred to in paragraph (a)(i) above shall be indexed annually from 1 January 2022 to increases (if any) in the Singapore inflation rate.

- 15.2.2** The Management Fee accrues and is calculated daily and is payable monthly in arrears after the last Valuation Day of each calendar month.

- 15.2.3** All or part of the Management Fee may be waived by the Manager from time to time in its sole and absolute discretion.

15.3 Performance Fee

- 15.3.1** In this section:

"**Benchmark**" in respect of a Participating Share, means 70% global equities / 30% global bonds (both expressed on a total return basis in the currency of the share), calculated by reference to such indices as are determined by the Board in consultation with the Manager to appropriately represent such portfolio from time to time;

"**Excess Return**" means in respect of a Participating Share, the percentage movement in the NAV of the share (before deducting the Performance Period Fee Provision for the period (if any)) less the percentage movement in the Benchmark for the relevant period (and, for the purposes of clarification, the Excess Return may be a negative value);

"**Performance Class Share**" means each A Class Share, C Class Share, I Class Share, N Class Share and P Class Share;

"**Performance Period**" in respect of a Participating Share, means the period commencing on the date the share is issued and ending on the first to occur of:

- (a) The next 30 June or 31 December (each a "**Period End**"); or
- (b) The date the share is redeemed,

and thereafter is each period commencing on the day following the last day of the immediately preceding Performance Period for the share and ending on the next to occur of (a) or (b) above;

"**Performance Period Cumulative Excess Return**" means in respect of a Participating Share for a Performance Period, the Excess Return for such share during the period from the commencement of the Performance Period immediately following the Prior Performance Fee Period for that share to the end of the subject Performance Period;

“Performance Period Excess Return” means in respect of a Participating Share for a Performance Period, the Excess Return for the share for that period;

“Performance Period End NAV” means in respect of a Participating Share for a Performance Period, the NAV of the share at the end of the period (before deducting the Performance Period Fee Provision for the share for the period (if any));

“Performance Period Fee Provision” means in respect of a Participating Share for a Performance Period:

Performance Period Excess Return x Performance Period End NAV x 20%

“Prior Performance Fee Period” means in respect of a Participating Share, the immediately preceding Performance Period in respect of which the Manager was paid a Performance Fee.

15.3.2 In respect of each Performance Class Share for the initial Performance Period for that share, if the Performance Period Excess Return for the share for the period is positive, the Manager will be entitled to a Performance Fee from the Fund in respect of that share equal to the Performance Period Fee Provision for that share for the period.

15.3.3 In respect of each Performance Class Share for each subsequent Performance Period for that share, if:

(a) The Performance Period Excess Return for the share for the period is positive; and

(b) The Performance Period Cumulative Excess Return for the share is positive,

the Manager will be entitled to a Performance Fee from the Fund in respect of that share for the period equal to the aggregate of the Performance Period Fee Provision for the subject Performance Period and all prior Performance Periods since the Prior Performance Fee Period.

15.4 Manager's Expenses

The Manager will bear the costs of its own day-to-day expenses, including compensation of its employees or others providing services on its behalf.

15.5 Organisational and Other Expenses

15.5.1 The Fund will pay out all expenses related to its investments and management, including but not limited to, Directors' remuneration; legal and litigation expenses; fund administration expenses, accounting and auditing expenses; corporate secretarial expenses; due diligence expenses; travel expenses; taxes and governmental fees; expenses in connection with the issuance, offering, distribution, marketing or sale of Participating Shares; expenses relating to acquiring, custodising, valuing or disposing of any Investments; expenses in connection with the holdings of meetings and expenses relating to the printing or dispatch of reports to the Holders (the "**Organisational Expenses**").

15.5.2 To the extent that the Manager or any other person has made payments for any of these expenses, the Fund shall promptly reimburse the Manager or such other person for such payments on an ad-hoc basis in arrears.

16 SOFT DOLLAR COMMISSIONS OR ARRANGEMENTS

The Manager does not intend to receive or enter into soft dollar commissions or arrangements in respect of the Fund.

17 POTENTIAL CONFLICTS OF INTEREST

17.1 Potential investors in the Fund are advised that, although any business dealings in respect of the Fund will be conducted on arm's length basis, there may be situations in which there may be a conflict of interest between those of the Fund and those of its service providers or their shareholders, directors, employees and affiliates arising from being related to one another. Nevertheless, the Manager will endeavour to ensure that such conflicts are resolved equitably and fairly.

17.2 The Manager, its shareholders, directors, employees and affiliates may have interests (direct and indirect) in, and carry on, a variety of other investment business and fund management activities, and may continue to make investments (including investments in other funds or companies in which the Fund is concurrently or may subsequently be investing) or organise, advise and manage other funds or companies which may have similar investment objectives as those of the Fund. The Manager will use its best endeavours to attempt to ensure that the performance of its duties will not be impaired by any such involvement. In the event that a conflict of interest does arise, the Manager will endeavour to ensure that conflicts are resolved fairly and in the interests of the Holders.

- 17.3** The Manager is also of the view that it is not in a position of conflict in managing the Fund as the Fund have its own investment universe, investment objective, strategy, focus and restrictions, separate and distinct from each of the Manager's other funds or companies. In the event that such other funds or companies make the same investments as the Fund, the Manager shall endeavour, as far as possible, to allocate such investments among the funds or companies in a fair and equitable manner.
- 17.4** Messrs Stephen John Fisher and Anthony John Morgan are a director of both the Fund and the Manager. It is therefore possible that in the course of business, potential conflicts of interest may arise between his duties to the Fund and to the Manager. Messrs Fisher and Morgan owes fiduciary duties to the Fund as a Director. Each will, at all times and in circumstances where conflicts of interest arise, have regard to his obligations to the Fund and will endeavour to ensure that such conflicts are resolved equitably and fairly;
- 17.5** Messrs Stephen John Fisher and Anthony John Morgan each will, in his capacity as a Director, declare any interest which he may have in any matter involving the Fund and where relevant, abstain from participating in the review and approval process on such matter.
- 17.6** The interests of the Manager and the prospective investors were not represented by separate solicitors in connection with the organisation and structuring of the Fund.

18 ACCOUNTING PERIOD AND REPORTS

- 18.1** The accounting period of the Fund shall be from 1 October to the next 30 September and the end of each financial year of the Fund shall be 30 September of each calendar year.
- 18.2** The financial statements of the Fund shall be prepared in accordance with IFRS and audited annually by the Auditor.
- 18.3** Holders will be provided with the audited financial statements of the Fund within six (6) months of the end of each financial year of the Fund.

19 TAXATION

- 19.1** The Fund has been approved under the Onshore Fund Tax Exemption Scheme under Section 13O of the Income Tax Act 1961 of Singapore (the "**Scheme**"). The Scheme provides an exemption from Singapore tax to a fund vehicle that is managed by a Singapore-based fund manager, subject to the fulfilment of the Scheme's conditions. The exemption applies in respect of *specified income* (as defined in the Scheme) derived from *designated investments* (as defined in the Scheme) held by the Fund .
- 19.2** The Manager intends to, where practicable and subject to the investment objective, strategy and focus of the Fund, acquire Investments that are likely to qualify as *designated investments* and to structure the same in a manner that any income from such Investments is likely to qualify as *specified income*. However, the Fund and the Manager make no assurance or representation that (i) such a scheme will be granted, (ii) any investment acquired will qualify as a *designated investment*, or (iii) any income from such investment will qualify as *specified income* under the terms of the Scheme.

20 OTHER MATERIAL INFORMATION

20.1 Anti-Money Laundering and Countering the Financing of Terrorism

- 20.1.1** The Fund is responsible for compliance with AML/CFT requirements imposed on VCCs under the Act. The Fund has however delegated the performance of its AML/CFT duties to the Manager.
- 20.1.2** As part of the Manager's responsibility for AML/CFT, the Manager (including its officers, agents, affiliates and/or associates) will require a detailed verification of the investor's identity, the source of payment, and the identity of any beneficial owner of the investor.
- 20.1.3** By subscribing, an investor agrees promptly to provide any additional information and documentation which the Manager (including its officers, agents, affiliates and/or associates) may request in the future to the extent that the Manager determines necessary in order to comply with any applicable AML/CFT laws or regulations in any relevant jurisdiction. The investor shall further be deemed to consent to the disclosure by the Manager (including its officers, agents, affiliates and/or associates) of the investor's information to government agencies, regulatory bodies and/or other relevant persons upon request in connection with AML/CFT and similar matters in any relevant jurisdiction.

- 20.1.4** If the Manager (including its officers, agents, affiliates and/or associates) or any other person resident in Singapore has a suspicion that any payment to the Fund (by way of subscription monies or otherwise) contains the proceeds of criminal conduct or that any transaction is connected in any way with money laundering or terrorism financing, it is required by law to report such suspicious payments and transactions and such reports shall not be treated as a breach of any restriction upon the disclosure of information imposed by any enactment or otherwise.
- 20.1.5** The Board reserves the right to refuse to make any payment or distribution to, or accept subscription monies from, a subscriber or Holder if the Manager suspects or is advised that the payment or distribution to, or acceptance of subscription monies from, such subscriber or Holder might result in a breach of any applicable AML/CFT laws or regulations by any person in any applicable jurisdiction, or if such refusal is considered necessary or appropriate to ensure the compliance by the Manager or the Fund with any such AML/CFT laws or regulations in any applicable jurisdiction.

20.2 Automatic Exchange of Financial Account Information

- 20.2.1** Singapore has signed a Model 1 Intergovernmental Agreement (an "**IGA**") with the US, which gives effect to the automatic tax information exchange requirements of the US Foreign Account Tax Compliance Act ("**FATCA**"). The Income Tax (International Tax Compliance Agreements) (United States of America) Regulations 2015 ("**FATCA Regulations**") were issued on 17 March 2015 to give effect to the IGA. Pursuant to the FATCA Regulations, the Inland Revenue Authority of Singapore ("**IRAS**") has published an IRAS e-Tax Guide on the application of the IGA. The IGA provides that Reporting Singapore financial institutions ("**SGFIs**") are required to report account information of US persons. The IRAS and SGFIs which comply with the FATCA Regulations should avoid FATCA-related withholding tax on relevant payments that they receive from the US. Failure to comply with the FATCA Regulations by an entity is an offence and such entity may be liable upon conviction to a fine and in certain cases the operators of such entity may be subject to a term of imprisonment.
- 20.2.2** The FATCA Regulations categorise an SGFI as either a "*Reporting SGFI*" or a "*Non-Reporting SGFI*". By default, an SGFI will be a Reporting FI, unless it qualifies as a Non-Reporting SGFI. The categories of Non-Reporting FIs are defined in the FATCA Regulations by cross reference to Annex II to the IGA.
- 20.2.3** Pursuant to the FATCA Regulations a Reporting SGFI is, amongst other things: (i) not required to enter into an "*FFI agreement*" with the US Internal Revenue Service ("**IRS**"); (ii) required to register with the IRS to obtain a Global Intermediary Identification Number; (iii) required to conduct due diligence on its investors to identify whether accounts are held directly or indirectly by "*Specified US Persons*"; and (iv) required to report information on such Specified US Persons to the IRAS. The IRAS will exchange the information reported to it with the IRS annually on an automatic basis. A Non-Reporting SGFI will not be subject to these requirements. Both Reporting and Non-Reporting SGFIs may need to provide self-certification, on US tax forms, as to their US FATCA status to withholding agents to avoid the imposition of the FATCA withholding tax (currently at the rate of 30%). Under the terms of the IGA, FATCA withholding tax will not be imposed on payments made to the Fund unless it is deemed to be a Non-Participating Financial Institution (as defined in the US IGA) as a result of "*significant non-compliance*". The FATCA Regulations do not require the Fund to withhold tax on payments made by the Fund to an account holder on account of FATCA or otherwise.
- 20.2.4** In addition, the Standard for Automatic Exchange of Financial Account Information in Tax Matters ("**AEOI**"), also known as the Common Reporting Standard ("**CRS**"), is a regime developed by the Organisation for Economic Co-operation and Development to facilitate and standardise for exchange of information on residents' assets and income, primarily for taxation purposes between numerous jurisdictions around the world. In Singapore, the Income Tax (International Tax Compliance Agreements) (Common Reporting Standard) Regulations 2016 (the "**CRS Regulations**") require financial institutions such as the Manager to conduct due diligence (including the collection, review and retention of financial account information) and report financial account information relating to specified persons from jurisdictions with which Singapore has a "*competent authority agreement*" ("**CAA**") to the IRAS. Such information may subsequently be exchanged with Singapore's CAA partners. Singapore may enter into further IGAs, or the relevant authorities may enact further legislation or impose further requirements, which will form part of the CRS.
- 20.2.5** By investing (or continuing to invest) in the Participating Shares, investors shall be deemed to acknowledge and agree that:

- (a) the Manager may be required to disclose to the IRAS certain confidential information in relation to the investor, including but not limited to the investor's name, address, tax identification number (if any), social security number (if any) and certain information relating to the investor's investment in the Participating Shares;
- (b) the Manager may require the investor to provide additional information and/or documentation which the Manager may be required to disclose to the IRAS;
- (c) the IRAS may be required to automatically exchange information as outlined above with the IRS or Singapore's CAA partners;
- (d) the Manager may be required to disclose to the IRS certain confidential information when registering with such authorities or thereafter and if such authorities contact it with further enquiries;
- (e) the Manager's compliance with the CRS Regulations may result in the disclosure of the Fund's or the investor's information and such information may be exchanged with overseas fiscal authorities;
- (f) in the event that an investor does not provide the requested information and/or documentation, whether or not that actually leads to compliance failures by the Manager or the Fund, or a risk of being subject to withholding tax under the relevant legislative or inter-governmental regime, the Manager reserves the right to take any action and/or pursue all remedies at its disposal including but not limited to compulsory redemption or withdrawal of the investor concerned; and
- (g) no investor affected by any such action or remedy shall have any claim against the Manager for any form of damages or liability as a result of any actions taken or remedies pursued by or on behalf of the Fund in order to comply with any of the IGA, FATCA Regulations, CRS Regulations or any relevant underlying legislations.

20.3 Treatment of Personal Data

20.3.1 Each time an investor voluntarily provides any personal data in order to carry out a transaction in relation to the Fund, he/it is deemed to have consented to the following:

- (a) that the Manager may collect, store and maintain the personal data and other information relating to the investor as received (whether in writing, electronically or otherwise) as part of the records of the Fund maintained by the Manager and/or the Administrator;
- (b) that such personal data collected, stored and maintained may be used for any purpose which is necessary in order for the Fund and/or the Manager to continue providing their services from time to time, including but not limited to the processing of such personal data for the purposes of record keeping, compliance, regulatory, legal, audit, tax, analysis of their business and providing the Holders with regular statements of account as well as other notices, and that such investor will provide proof of all such consents from the relevant individuals for these purposes to the Fund and/or Manager upon their requests (where applicable);
- (c) that such personal data collected, stored and maintained may be provided to and processed by third parties for any of the above purposes from time to time, including but not limited, to the banks, professional advisors and/or other agents or service providers employed by the Fund and/or Manager for any of the above purposes from time to time;
- (d) that such personal data collected, stored and maintained may be provided to any and all applicable regulatory authorities (including the IRAS and the MAS) upon request or as may be required by applicable law or regulation from time to time; and
- (e) that such personal data may be stored, maintained, used, processed, transferred or held in Singapore or outside Singapore, as the Fund and/or Manager may consider appropriate for any of the above purposes.

20.3.2 "**Personal data**" in this Paragraph means data, whether true or not, about an individual who can be identified from that data or from that data and other information to which a person has or is likely to have access.

20.3.3 Where an investor is not an individual, it shall not do or commit any act or matter or thing which would otherwise cause the Fund and/or Manager to be in breach of their legal and/or regulatory obligations, and the investor shall fully defend, indemnify and secure harmless the Fund, Manager, their affiliates,

shareholders, officers, employees, agents and/or each person who controls the Fund from and against all liabilities, obligations, losses, damages, penalties, actions, judgments, legal proceedings, costs, claims, expenses or disbursements of any kind or nature whatsoever (including but not limited to, reasonable legal fees and settlement amounts) which such persons may incur by reason of, or in connection with, the failure of the investor to obtain the necessary consents from the relevant individuals, or the breach or non-compliance by the investor of any data protection or privacy laws in any jurisdiction including but not limited to any similar laws that may be enacted or in existence in Singapore from time to time.