

Emirates NBD AM SPC

(an exempted company incorporated with limited liability and registered as a segregated portfolio company under the laws of the Cayman Islands with registration number 356630)

Confidential Offering Memorandum December2023

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1. NOTICE TO INVESTORS

This Offering Memorandum is intended to provide information about investments and investment services to professional investors and certain sophisticated investors who are familiar with and capable of evaluating the merits and risks associated with investments of the kind described. The products and services to which this Offering Memorandum relates are only available to such persons and any other persons should not act on it or rely on it. Nothing in the disclaimer excludes any liability, which is not permitted to be excluded by applicable law.

The Company, which was incorporated on 21 October 2019, is a Cayman Islands exempted company with limited liability and is registered as a segregated portfolio company consisting of one or more Funds. Each Fund is, or will be, established and maintained under Cayman Islands law to segregate the assets and liabilities attributable to that Fund from the assets and liabilities attributable to any other Fund or the Company generally. Each Fund will employ an investment strategy set out herein or in the applicable Supplement.

The Company operates as an open-ended investment company. The Directors may create different classes of non-voting, participating redeemable Shares in the Funds (each, a "**Class**") and each Class may be created with different characteristics determined by the Directors, including, without limitation, as to the amount of fees borne by a Class. It may be the case that a Class of Shares is available to a restricted number of prospective investors or to one investor only.

Unless provided otherwise in the applicable Supplement, the Company has entered into agreements with each of the Investment Manager, the Administrator and the Custodian, pursuant to which each such service provider has agreed to perform the services described in this Offering Memorandum to the Company, its initial Fund and any subsequent Fund that may be established by the Company from time to time.

None of the Shares has been or will be registered under the United States Securities Act of 1933, as amended (the "**1933 Act**") or under the securities laws of any state or political subdivision of the United States of America or any of its territories, possessions or other areas subject to its jurisdiction including the Commonwealth of Puerto Rico (the "**United States**"), and such Shares may be offered, sold or otherwise transferred only in compliance with the 1933 Act and such state or other securities laws. Certain restrictions also apply to the subsequent transfer of Shares in the United States or to or for the account of any US Person (as defined in Regulation S under the 1933 Act) which includes any resident of the United States, or any corporation, partnership or other entity created or organised in or under the laws of the United States (including any estate of any such person created or organised in the United States). The attention of investors is drawn to certain compulsory redemption provisions applicable to US Persons described in Section 7.6 "Redemption of Shares". The Company has not been and will not be registered under the United States Investment Company Act of 1940, as amended.

The distribution of this Offering Memorandum in other jurisdictions may also be restricted; persons into whose possession this Offering Memorandum comes are required to inform themselves about and to observe any such restrictions. This Offering Memorandum does not constitute an offer by anyone in any jurisdiction in which such offer is not authorised or to any person to whom it is unlawful to make such offer.

Shares in any Fund described in this Offering Memorandum are offered only on the basis of the information contained therein and any Supplement hereto, the latest audited annual financial report and any subsequent semi-annual financial report of the Company and the Articles.

Prospective investors should review this Offering Memorandum carefully and in its entirety and consult with their legal, tax and financial advisors in relation to: (i) the legal and regulatory requirements within their own countries for the subscribing, purchasing, holding, converting, redeeming or disposing of Shares; (ii) any foreign exchange restrictions to which they are subject in their own countries in relation to the subscribing, purchasing, holding, converting, redeeming or disposing of Shares; (iii) the legal, tax, financial or other consequences of subscribing for, purchasing, holding, converting, redeeming or disposing of Shares; and (iv) any other consequences of such activities.

Before consent to place this Offering Memorandum is granted, certain jurisdictions require it to be translated into an appropriate language. Unless contrary to local law in the jurisdiction concerned, in the event of any inconsistency or ambiguity in relation to the meaning of any word or phrase in any translation, the English version shall prevail. Any information or representation given or made by any person which is not contained herein or in any other document which may be available for inspection should be regarded as unauthorised and should accordingly not be relied upon. Neither the delivery of this Offering Memorandum nor the offer, issue or sale of Shares shall under any circumstances constitute a representation that the information given in this Offering Memorandum is correct as at any time subsequent to the date hereof. Unless stated to the contrary, all references herein to times and hours refer to UAE time.

Risk Factors and Potential Conflicts of Interest

An investment in the Company or a Fund carries substantial risk. There can be no assurance that the Company's or a Fund's investment objective will be achieved and investment results may vary substantially over time. An investment in the Company or a Fund is not intended to be a complete investment programme for any investor. Prospective investors should carefully consider whether an investment in Shares is suitable for them in light of their circumstances and financial resources and if in doubt should consult their professional or other independent financial advisors (see further below in Section 6 ("Risk Factors")).

Prospective investors should carefully consider the potential conflicts of interest in Section 4.3 ("Conflicts of Interest").

Supplements to this Offering Memorandum

The Directors may at any time, without requirement for the notification of or consent or approval of the Shareholders, create additional Funds for new or existing investors. Additionally, the Directors have the power to designate Shares in a Fund by reference to one or more separate Classes subject to the Articles, to determine the rights, obligations and attributes of any Class of Shares in a Fund.

Reference is made in this Offering Memorandum to certain matters that may be set out in the Supplement for a Fund. In addition to such matters, the Supplement for a Fund may include such other rights, obligations and attributes as the Directors determine in respect of different Classes.

Except as otherwise disclosed in the applicable Supplement, new Classes of Shares in a Fund may be established by the Directors without providing prior notice to, or receiving consent from, the existing Shareholders in that Fund or in any other Fund.

United Arab Emirates (not including the Dubai International Financial Centre or Abu Dhabi Global Markets)

The promotion of the Company and any Funds by way of a private placement of the Shares has been approved by the Securities and Commodities Authority ("SCA") of the UAE. SCA approval for the promotion of the Company and any Funds in the UAE does not constitute a recommendation to invest in the Company. In addition, SCA is not responsible for the failure by any party or parties associated with the Company in the performance of their duties and functions nor is SCA responsible for the accuracy and integrity of the information and the details contained in this Offering Memorandum.

Dubai International Financial Centre

This Offering Memorandum relates to a mutual fund domiciled in the Cayman Islands and established in accordance with the law of the Cayman Islands and is regulated by the Cayman Islands Monetary Authority.

This Offering Memorandum relates to a fund which is not subject to any form of regulation or approval by the Dubai Financial Services Authority ("DFSA"). The DFSA has no responsibility for reviewing or verifying any Offering Memorandum or other documents in connection with this fund. Accordingly, the DFSA has not approved this Offering Memorandum or any other associated documents nor taken any steps to verify the information set out in this Offering Memorandum, and has no responsibility for it. The Shares to which this Offering Memorandum relates may be illiquid and/or subject to restrictions

on their resale. Prospective purchasers should conduct their own due diligence on the Shares. If you do not understand the contents of this document you should consult an authorised financial adviser.

This Offering Memorandum is intended only for Professional Clients and must not be delivered to or relied upon by a retail client.

In the DIFC, the Shares may be privately placed to Professional Clients (as defined in the DFSA Rulebooks) only, by Emirates NBD Asset Management Limited acting as Global Distributor of the Company. The Global Distributor is a DFSA Authorised Firm, regulated by the DFSA to, inter alia, perform the financial services of inter alia, "Arranging Deals in Investments" and "Advising on Financial Products".

Abu Dhabi Global Markets

This Offering Memorandum relates to a mutual fund domiciled in the Cayman Islands and established in accordance with the law of the Cayman Islands and is regulated by the Cayman Islands Monetary Authority.

The Financial Services Regulatory Authority of the Abu Dhabi Global Market accepts no responsibility for reviewing or verifying this Information Memorandum or other documents in connection with this Company. The Shares to which this Offering Memorandum relates may be illiquid and/or subject to restrictions on their resale. Prospective purchasers should conduct their own due diligence on the Shares. If you do not understand the contents of this Offering Memorandum you should consult an authorised financial adviser. This Offering Memorandum is not directed to retail clients in the Abu Dhabi Global Market.

Kingdom of Saudi Arabia

This document may not be distributed in the Kingdom of Saudi Arabia except to such persons as are permitted under the Investment Funds Regulations issued by the Capital Market Authority.

The Capital Market Authority does not make any representation as to the accuracy or completeness of this document, and expressly disclaims any liability whatsoever for any loss arising from, or incurred in reliance upon, any part of this document. Prospective subscribers of the securities offered hereby should conduct their own due diligence on the accuracy of the information relating to the securities to be offered. If you do not understand the contents of this document, you should consult an authorised financial adviser.

For residents of the Cayman Islands

No invitation to the public in the Cayman Islands to subscribe for any Shares is permitted to be made.

2. DIRECTORY

BOARD OF DIRECTORS OF THE COMPANY

Michail Samawi
Ramapurath Ajitkumar Menon

INVESTMENT MANAGER AND GLOBAL DISTRIBUTOR

Emirates NBD Asset Management Limited
8th Floor, East Wing
The Gate Building, DIFC,
PO Box 506578
Dubai
UAE

CUSTODIAN

European Depositary Bank SA
Dublin Branch
2 Place Francois-Joseph Dargent
L-1413
Luxembourg

ADMINISTRATOR

Apex Fund Services Ltd
58 Par-la-Ville Road
4th Floor Vallis Building
Hamilton HM11
Bermuda

AUDITORS OF THE COMPANY

Deloitte & Touche
One Capital Place
P.O. Box 1787
Grand Cayman KY1-1109
Cayman Islands

INTERNATIONAL LEGAL COUNSEL

Herbert Smith Freehills LLP
Dubai International Financial Centre
Gate Village 07
Dubai
UAE

CAYMAN ISLANDS LEGAL COUNSEL

Walkers (Dubai) LLP, registered with DFSA
PO Box 506513, Level 14, Burj Daman
Dubai International Financial Centre, Dubai,
UAE

3. DEFINITIONS

The following words shall have the following meanings in this Offering Memorandum:

"1933 Act" means the US Securities Act of 1933, as amended.

"Acc" refers to accumulating Shares.

"Administrator" means Apex Fund Services Ltd or such other entity appointed as administrator from time to time.

"AEOI" means one or more of the following, as the context requires:

1. sections 1471 to 1474 of the US Internal Revenue Code of 1986 and any associated legislation, regulations or guidance, commonly referred to as the FATCA, the CRS, or similar legislation, regulations or guidance enacted in any other jurisdiction which seeks to implement equivalent tax reporting and/or withholding tax regimes;
2. any intergovernmental agreement, treaty or any other arrangement between the Cayman Islands and the US or any other jurisdiction (including between any government bodies in each relevant jurisdiction), entered into to facilitate, implement, comply with or supplement the legislation, regulations or guidance described in paragraph (1); and
3. any legislation, regulations or guidance implemented in the Cayman Islands to give effect to the matters outlined in the preceding paragraphs..

"Application Form" means the application form approved by the Directors for use by applicants or such other form of application for use by applicants subject, in the case of any material alteration, to consultation with, and the prior approval of, the Directors.

"Articles" means the memorandum and articles of association of the Company, as amended, restated or supplemented and in effect from time to time.

"Auditor(s)" means Deloitte & Touche or such other entity appointed by the Company from time to time.

"Authority" means the Cayman Islands Monetary Authority.

"Beneficial Ownership Regime" means Part XVIIIA of the Companies Law with respect to beneficial ownership.

"Board of Directors" means the board of Directors of the Company.

"Business Day" means any day in which banks in the UAE and the Cayman Islands are open for normal full banking business (excluding Fridays, Saturdays and Sundays).

"Class" means a particular class of Shares in a Fund, as offered for subscription by the Company from time to time and "Classes" or "Classes of Shares" shall be construed accordingly.

"Company" means Emirates NBD AM SPC. Where the context requires, "Company" shall also mean the Company acting for the account and on behalf of a Fund.

"Companies Law" means the Companies Law (2018 Revision) of the Cayman Islands, as such may be amended or revised from time to time.

"CRS" means the Common Reporting Standard, within the meaning of the Standard for Automatic Exchange of Financial Account Information in Tax Matters.

"Custodian" means European Depositary Bank SA, Dublin Branch or such other entity appointed by the Company as custodian from time to time.

"Custodian Agreement" means the agreement under which the Investment Manager will appoint the Custodian.

"Data Protection Legislation" means the Cayman Islands Data Protection Law 2017 and, in respect of EU data subjects, the EU General Data Protection Regulation.

"Dealing Cut Off" means the time by which the Administrator must receive the subscription forms or redemption forms, as applicable, as set out in the relevant Supplement for each Fund.

"DFSA" means the Dubai Financial Services Authority.

"DIFC" means the Dubai International Financial Centre.

"Director" means a member of the Board of Directors.

"EU" means the European Union.

"Extraordinary Expenses" means any extraordinary expenses of the Company, including, without limitation, litigation and indemnification expenses and the full amount of any tax, levy, duty or similar charge imposed on the Company or its assets that would not be considered as ordinary expenses.

"FATCA" means the provisions of the United States Hiring Incentives to Restore Employment (HIRE) Act of 18 March 2010 commonly referred to as the Foreign Account Tax Compliance Act (FATCA).

"FRA" means the Financial Reporting Authority of the Cayman Islands.

"Fund" means a separate segregated portfolio established by the Company in accordance with the Companies Law in relation to which the assets and liabilities are segregated from the assets and liabilities of the other segregated portfolios of the Company or the general assets of the Company itself. Where the context requires, "Fund" shall also mean the Company acting for the account and on behalf of a Fund.

"Fund Creditor" means a creditor of the Company who is a creditor of a Fund.

"General Assets" means the assets of the Company.

"General Creditor" means a creditor of the Company who is not a Fund Creditor.

"Global Distributor" means Emirates NBD Asset Management Limited or such other entity appointed from time to time as global distributor of the Company and the Funds.

"Inc" refers to distributing Shares.

"Investment Management Agreement" means the investment management agreement between the Company and Emirates NBD Asset Management Limited dated 9 April 2020.

"Investment Manager" means Emirates NBD Asset Management Limited or such other entity appointed from time to time as asset manager.

"IRS" means the United States Internal Revenue Service.

"ISDA" means the International Swap and Derivatives Association.

"Management Fee" means the fees paid by the Company to the Investment Manager calculated on every Valuation Day as a percentage of the net assets of each Fund or Class.

"Management Shares" means the non-redeemable, non-participating voting shares of USD0.01 nominal value in the capital of the Company, with the rights set out in Section 4.

"Money Market Instruments" means instruments normally dealt in on the money market which are liquid and have a value which can be accurately determined at any time.

"Mutual Funds Law" means the Mutual Funds Law (as revised) of the Cayman Islands.

"OFAC" means the US Treasury Department's Office of Foreign Assets Control.

"Offering Memorandum" means this Confidential Offering Memorandum, together with the applicable Supplement for each Fund, as such may be amended or supplemented from time to time.

"Operating and Administrative Expenses" means all ordinary operating and administrative expenses (including establishment expenses) of the Company as set out in Section 9.5 of this Offering Memorandum.

"Participating Share(s)" means redeemable non-voting participating share(s) in the capital of the Company as described in this Offering Memorandum and in the Supplement for the relevant Class to which that share belongs.

"Performance Fees" means the fees that may be paid to the Investment Manager as defined under Section 9.3 and as set out in the relevant Supplement, when applicable.

"Redemption Day" means such day on or as of which Shares may be redeemed as provided in the applicable Supplement for a particular Fund or Class or such other day or days as the Board of

Directors may in their absolute discretion from time to time determine to be days on or as of which Shares may be redeemed.

"Reference Currency" means the currency in which all the underlying assets of the relevant Fund are valued and reported. The Reference Currency for each Fund is set out in the relevant Supplement. The Reference Currency of the Company is USD.

"Related Fund(s)" means Funds which are managed directly or indirectly by the Investment Manager, or by a company to which the Investment Manager is linked by joint management or control.

"Related Persons" means the beneficial owners, controllers or authorised persons of a subscriber to any Share(s) in the Funds,

"Sanctioned Persons Event" means an event whereby a Shareholder or Related Person is or becomes a Sanctions Subject following which the Company must cease dealing with that Shareholder or Related Person.

"Sanctions Subject" means a Shareholder or a Related Person who are subject to sanctions pursuant to any regulations or under any of the EU, UK, US, and/or United Nations jurisdictions.

"Separate Accounts" means a separate internal account of a Fund which the Directors may establish and cause to be maintained in accordance with the Articles.

"Share(s)" means any of the Management Shares or the Participating Shares (as the context requires).

"Shareholder(s)" means a person recorded as a holder of one or more Shares in the Company's register of members.

"Share Rights" means all or any of the Class rights or other terms of offer whether set out in the Articles, the Offering Memorandum, any application form or otherwise (including any representations, warranties or other disclosure relating to the offer or holding of Shares).

"Sub-Investment Manager" means such entity as may be appointed from time to time by the Investment Manager as sub-investment manager in respect of any of the Funds and as detailed in the relevant Supplement.

"Subscription Day" means such day on or as of which Shares may be issued as provided in the applicable Supplement for a particular Fund or Class or such other day or days as the Board of Directors may in their absolute discretion from time to time determine to be days on or as of which Shares may be issued.

"Subscription Fee" means the subscription fee that may be paid to the Investment Manager as set out in the relevant Supplement, when applicable.

"Supplement" means a supplementary offering memorandum with respect to a particular Fund.

"TIA" means the Cayman Islands Tax Information Authority.

"TIA Law" means the Tax Information Authority Law (as amended) of the Cayman Islands.

"Transaction Fees" means in respect of each Fund the costs and expenses of buying and selling its portfolio securities and financial instruments, brokerage fees and commissions, interest or taxes payable, and other transaction-related expenses.

"Transferable Securities" means shares and other securities equivalent to shares, bonds and other debt instruments, and any other negotiable securities which carry the right to acquire any such transferable securities by subscription or exchanges.

"UAE" means the United Arab Emirates.

"UHNWI" means ultra-high net worth individual.

"UK" means the United Kingdom.

"United States" means the United States of America.

"USD" means United States Dollars.

"US FATCA Regulations" means the Tax Information Authority (International Tax Compliance) (United States of America) Regulations (as amended) of the Cayman Islands.

"US IGA" means the US and Cayman Islands' signed inter-governmental agreement in relation to international tax compliance and exchange of information.

"Valuation Day" means the Business Day as of which the net asset value per Share of a Fund or Class of Shares is determined, as set out in the relevant Supplement or such other Business Day as the Board of Directors may from time to time determine.

"Valuation Point" means the point in time at which the net asset value of a Class of Shares is calculated as set out in the relevant Supplement.

4. GENERAL INFORMATION

4.1 Organisation

The information in this section includes a summary of some of the provisions of the Articles and is provided subject to the general provisions of each of such documents.

The Company

The Company was incorporated on 21 October 2019 as an exempted company incorporated with limited liability and unlimited duration in the Cayman Islands. The Company registered as a segregated portfolio company on incorporation. Its constituent documents consist of its Articles. The Company's objects, as set out in clause 3 of its memorandum of association, are unrestricted and as such would include the carrying on of the business of making investments and the business of a trader in financial instruments. As of the date of this Offering Memorandum (December 2023), the Company has not carried out any material activities since its incorporation on 21 October 2019.

The Company is a single legal entity, but the provisions of the Companies Law enable the Company to create segregated portfolios such that, subject to certain formalities, the assets and liabilities of each Fund will be legally separate from the assets and liabilities of any other Funds or the general assets and liabilities of the Company.

In a segregated portfolio company, principles relating to the payment of dividends or other distributions and the payment of the redemption price of shares are applied to each segregated portfolio in isolation. Payments in respect of dividends, distributions and redemptions of shares may only be paid out of the assets of the segregated portfolio in respect of which the relevant shares were issued. Segregated portfolio assets are only available to meet liabilities to creditors of the segregated portfolio company who are creditors in respect of the relevant segregated portfolio and are protected from and are not available to creditors of the segregated portfolio company who are not creditors in respect of that segregated portfolio.

The Companies Law requires that any act, matter, deed, agreement, contract, instrument under seal or other instrument or arrangement which is to be binding on or to ensure to the benefit of a segregated portfolio shall be executed by the segregated portfolio company on behalf of such segregated portfolio which shall be identified or specified, and such execution shall specify that it is in the name of, or by, or for the account of, such segregated portfolio. If the segregated portfolio company is in breach of this requirement, the Board of Directors shall, forthwith upon becoming aware of the breach (a) make any necessary enquiries to determine the correct segregated portfolio to which the relevant act, matter, deed, agreement, contract, instrument under seal or other instrument or arrangement should be attributed; (b) make the correct attribution; and (c) notify in writing all persons which are party to the act, matter, deed, agreement, contract, instrument under seal or other instrument or arrangement that was executed, or which may be adversely affected by any such attribution, of that attribution and the parties' rights.

Any person notified (or which should have been so notified) who objects to an attribution by the Directors may, within thirty (30) days of receiving written notice under that subsection in the case of persons who received such notice, apply to court by petition for a re-attribution and the court may, upon hearing the petition and taking account of the intention of the parties and such other factors as are deemed relevant by it, order that the act, matter, deed, agreement, contract, instrument under seal or other instrument or arrangement be deemed to be attributable to a particular segregated portfolio or portfolios or to the General Assets (if applicable in particular proportions or on a particular basis) and may make such ancillary orders as may be just and equitable in the case.

Share Capital

The Company has a share capital of USD 50,000 divided into 100 non-redeemable non-participating voting shares of USD0.01 par value each in the capital of the Company (the "**Management Shares**"), and up to 4,999,900 redeemable non-voting participating shares of USD0.01 par value each that can be issued in a variety of Classes as set out in the relevant Supplement. The Management Shares have been issued to the Investment Manager.

The Articles provide that unissued shares in the capital of the Company are at the disposal of the Board of Directors, who may offer, allot, grant options over or otherwise dispose of them to such

persons, at such times and for such consideration and upon such terms and conditions as the Board of Directors may determine.

Change in the Share Capital/Share Rights

The Company may increase or reduce its authorized share capital, divide all or any of its share capital into shares of a smaller amount or combine all or any of its share capital into shares of a larger amount, in accordance with the Articles.

The Articles provide that, subject to the Companies Law and the other provisions of the Articles, all Share Rights for the time being applicable to any Class of Shares in issue (unless otherwise provided by the terms of issue of those Shares) may (whether or not the Company is being wound up) be varied without the consent of the holders of the issued Shares of that Class where such variation is considered by the Directors, not to have a material adverse effect upon such holders' Share Rights; otherwise, any such variation shall be made only with the prior consent in writing of the holders of not less than 75% by net asset value of such Shares, or with the sanction of a resolution passed by a majority of at least 75% of the votes cast in person or by proxy at a separate meeting of the holders of such Shares. For the avoidance of doubt, the Directors reserve the right, notwithstanding that any such variation may not have a material adverse effect, to obtain consent from the holders of such Shares. Each subscriber for Shares will be required to agree that the terms of offer set out in the applicable Application Form and the rights attaching to the Shares can be varied in accordance with the provisions of the Articles.

Subject to the foregoing, the Share Rights applicable to any Class of Shares in issue shall (unless otherwise expressly provided by the conditions of issue of such Shares) be deemed not to be varied by:

- a) the creation, allotment or issue of further Shares ranking *pari passu* therewith and which may be issued with the benefit of the terms referred to below;
- b) the purchase or redemption of any Shares;
- c) the exercise of the powers to allocate assets and charge liabilities to the various Separate Accounts or any of them and to transfer the same to and from the various Separate Accounts or any of them, as provided for in the Articles;
- d) any reduction or waiver of any fees (including early redemption fees, Management Fees or Performance Fees) chargeable to or allocable from any Class of Shares;
- e) any reduction or waiver of any redemption notice, gate or lock-up period applicable to any Class of Shares; and
- f) any variation or waiver contemplated by or provided for in the Articles applicable to the relevant Class.

Management Share

100 Management Shares have been issued for an amount equal to its nominal value (USD0.01 per Management Share) and is owned by the Investment Manager. The Management Shares are not redeemable except on a winding up of the Company.

Prospective investors should note that there are no provisions under the laws of the Cayman Islands or under the Articles conferring pre-emption rights on the holders of the Management Shares.

The Management Shares carry no right to distributions other than as described below in a winding up. The Management Shares confer on its holder the right to attend, and vote as a member of the Company at, any general meeting of the Company.

On a winding up the Management Shares rank in priority to the Shares only for the return of the capital paid up thereon but have no other entitlement to share in any assets of the Company available for distribution to Shareholders.

Participating Shares of the Company

Except as otherwise provided in the applicable Supplement, the Participating Shares are redeemable and may be issued in different Classes.

The Board of Directors may create further Classes of Shares with such rights or characteristics as they see fit. It may be the case that a Class of Shares is available to a restricted number of prospective investors or to one investor only. To the extent that any such Class of Shares amounts to a variation of the rights of existing Shares, these rights may only be varied as specified under "Changes in Share Capital/Share Rights" above.

On or before the allotment of a Participating Share, the Board of Directors determines the Class of Shares to which that Share will belong and determines the rights attaching to that Share.

There are no provisions under the laws of the Cayman Islands or under the Articles conferring pre-emption rights on the holders of Shares.

Rights to Distribution

The Shares of the same Class carry an equal right to such distributions as the Directors may declare or make in respect of that Class.

Share Rights of the Shareholders

All Shareholders of the Company are entitled to the benefit of, are bound by and are deemed to have notice of, the provisions of the Articles.

The holders of the Shares shall:

- a) not be entitled to any votes in respect of such Shares except as provided in this section under title "Changes in Share Capital/Share Rights";
- b) be entitled to such dividends as the Directors may from time to time declare;
- c) in the event of the winding up of the Company or termination of a Fund, whether voluntary or involuntary or upon any distribution of capital, be entitled, subject to the provisions of the Articles, to share pro rata in the assets of the applicable Fund attributable to the relevant Class of Shares and to any surplus assets of such Fund not attributable to any Class of Shares; and
- d) be entitled to redeem their Shares as provided in the Articles and described in this Offering Memorandum and the Company shall be entitled to require redemption of such Shares as provided in the Articles.

The vote of the person first named in the register of members will be accepted as the vote of the joint Shareholders, to the exclusion of the votes of the other joint holders. Votes may be cast in person or by proxy.

Winding up

If the Company is wound up, the liquidator will apply the Fund assets and the General Assets in accordance with the Companies Law in satisfaction of the claims of the Fund Creditors and the General Creditors. The liquidator will, in relation to the assets available for distribution among Shareholders of a particular Fund, make in the books of the Company such transfers to and from Separate Accounts of such Fund as may be necessary in order that the effective burden of creditors' claims in respect of such Fund may be shared among holders of Shares of different Classes in such Fund as the liquidator in his absolute discretion may think equitable.

The balance of the General Assets, if any, will be applied in the following order of priority:

- a) first, to the holders of Management Shares in an amount equal to the par value of such Management Shares; and
- b) subject to any special rights attaching to the Shares of any Class in a Fund, to the holders of those Shares, such payment being made in proportion to the net asset value of the Shares held.

Subject to any special rights attaching to Shares of any Class, the balance of the Fund assets for each Fund, if any, shall be paid to the holders of Shares of the relevant Class in the relevant Fund in proportion to the net asset value of the Shares held, subject to a deduction from those Shares in respect of which there are monies due, of all monies due to the Company for unpaid calls, or otherwise.

If the Company is wound up (whether the liquidation is voluntary or by or under the supervision of the court) the liquidator may, with the approval of a resolution or resolutions passed by the holders of Shares in each Fund (whether as a whole or at separate Class meetings for each Fund), divide among those Shareholders in specie the whole or any part of the General Assets or the Fund assets of the relevant Fund, and whether or not the assets shall consist of property of one kind or shall consist of property of different kinds, and may for such purposes set such value as the liquidator deems fair upon any one or more class or classes of property, and may determine how such division shall be carried out as between the Shareholders or different Classes of Shareholders. The liquidator may, with the like approval, vest any part of the assets in trustees upon such trusts for the benefit of Shareholders as the liquidator, with the like approval, shall think fit, and the liquidation of the Company may be closed and the Company dissolved, but so that no Shareholder shall be compelled to accept any shares or other property in respect of which there is a liability.

Cayman Islands Regulation

The Company falls within the definition of a "Mutual Fund" in terms of the Mutual Funds Law (as amended) of the Cayman Islands (the "**Mutual Funds Law**") and accordingly is regulated in terms of that Mutual Funds Law. However, the Company is not required to be licensed or employ a licensed mutual fund administrator since the minimum aggregate investment purchasable by a prospective investor in the Company is equal to or exceeds US\$100,000.00 or its equivalent in any other currency.

As a regulated mutual fund, the Company is subject to the supervision of the Cayman Islands Monetary Authority (the "**Monetary Authority**"). The Company must file this Offering Memorandum and details of any changes that materially affect any information in this Offering Memorandum with the Monetary Authority. The Company must also file annually with the Monetary Authority accounts approved by an approved auditor, together with a return containing particulars specified by the Monetary Authority, within six months of its financial year end or within such extension of that period as the Monetary Authority may allow. A prescribed fee must also be paid annually.

The Monetary Authority may, at any time, instruct the Company to have its accounts audited and to submit them to the Monetary Authority within such time as the Monetary Authority specifies. In addition, the Monetary Authority may ask the Directors to give the Monetary Authority such information or such explanation in respect of the Company as the Monetary Authority may reasonably require to enable it to carry out its duty under the Mutual Funds Law.

The Monetary Authority shall, whenever it considers it necessary, examine, including by way of on-site inspections or in such other manner as it may determine, the affairs or business of the Company for the purpose of satisfying itself that the provisions of the Mutual Funds Law and applicable anti-money laundering regulations are being complied with.

The Directors must give the Monetary Authority access to or provide at any reasonable time all records relating to the Company and the Monetary Authority may copy or take an extract of a record it is given access to. Failure to comply with these requests by the Monetary Authority may result in substantial fines on the part of the Directors and may result in the Monetary Authority applying to the court to have the Company wound up.

The Monetary Authority may take certain actions if it is satisfied that a regulated mutual fund:

- (a) is or is likely to become unable to meet its obligations as they fall due;
- (b) is carrying on or is attempting to carry on business or is winding up its business voluntarily in a manner that is prejudicial to its investors or creditors;
- (c) is not being managed in a fit and proper manner; or
- (d) has persons appointed as Director, manager or officer that is not a fit and proper person to hold the respective position.

The powers of the Monetary Authority include, inter alia, the power to require the substitution of Directors, to appoint a person to advise the Company on the proper conduct of its affairs or to appoint a person to assume control of the affairs of the Company. There are other remedies available to the Monetary Authority including the ability to cancel the registration of the Company and to apply to the court for approval of other actions.

The Company is not, however, subject to supervision in respect of its investment activities or the constitution of any Fund's portfolio by the Authority or any other governmental authority in the Cayman Islands, although the Authority does have power to investigate the activities of the Company in certain circumstances. Neither the Authority nor any other governmental authority in the Cayman Islands has commented upon or approved the terms of this Offering Memorandum or the merits of an investment in the Company. There is no investment compensation scheme available to investors in the Cayman Islands.

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

Legal Implications

By submitting the relevant Application Form to the Administrator, the investor makes an offer to subscribe for Shares which, once it is accepted by the Company, has the effect of a binding contract. Upon the issue of Shares, a prospective investor will become a Shareholder in the Company and will be bound by the terms of the Articles pursuant to the Companies Law. The Articles may only be amended by way of a special resolution in accordance with the Companies Law. The Articles are governed by, and construed in accordance with, the laws of the Cayman Islands. Pursuant to its terms, the Application Form of the Company is governed by, and construed in accordance with, the laws of the Cayman Islands. The Company has separate legal personality and is a discrete legal entity which is the sole owner of the investments in the Company's Funds. Consequently, Shareholders have no direct legal or beneficial interest in those investments. Subject to any separate contractual arrangements agreed by a Shareholder with the Company, a Shareholder's liability to the Company will generally be limited to the amount, if any, unpaid on the Shares held by such Shareholder. A Shareholder's rights in respect of its investment in the Company are governed by the Articles, the Companies Law, the terms set out in this Offering Memorandum and the Application Form.

4.2 Structure of the Company

The Company purports to invest the funds available to it in assets permitted by applicable law and the terms of this Offering Memorandum, with the purpose of spreading investment risks and affording its Shareholders the results of the management of its assets.

The Company comprises several Funds. The Company offers investors within the same investment vehicle a choice of investment in one or more Funds, which are distinguished mainly but not only by their specific investment policy and objective and/or by the currency in which they are denominated. The specifications of each Fund are described in the relevant Supplement. The Board of Directors may, at any time, decide to create additional Funds and, in such case, the relevant Supplement to this Offering Memorandum will be updated by adding the details of such Fund(s).

For each Fund, the Board of Directors may decide to issue separate Classes whose assets will be commonly invested but where a specific sales or redemption charge structure, fee structure, denomination, minimum subscription amount, dividend policy or such other distinctive feature as decided from time to time by the Board of Directors may be applied. Where different Classes are issued within a Fund, the details and features of each type of Class are described in the relevant Supplement.

4.3 Conflicts of Interest

The Company

The Board of Directors and the service providers to the Company may have potential conflicts of interest in relation to their obligations to the Company and each of the Funds. Each Director and the Investment Manager will at all times have regard to his or its obligations to act in the best interests

of the Company and each of the Funds and will endeavour to ensure that all such potential conflicts are resolved fairly.

The Investment Manager and its Affiliates

The Investment Manager and its affiliates may engage in a broad spectrum of activities, and may have extensive investment activities that are independent from and may from time to time conflict with the activities of the Company. The Investment Manager and its affiliates and their respective clients may also make investments that compete with a Fund's investment opportunities. There can be no assurance that an investment opportunity which comes to the attention of the Investment Manager and its affiliates will be appropriate for a Fund or will be referred to it. Neither the Investment Manager nor any of its affiliates is obligated to refer any investment opportunity to a Fund.

The Investment Manager and its affiliates may provide services to, invest in, advise, sponsor and/or act as investment manager or investment advisor to investment vehicles and other persons or entities (including prospective investors in the Company) that may (i) have similar structures or investment objectives and policies to those of a Fund, (ii) compete with a Fund for investment opportunities, (iii) take investment positions adverse to a Fund, and (iv) co-invest with a Fund in certain transactions.

Certain affiliates of the Investment Manager may engage in transactions with, and may provide services to, and receive compensation from, entities in which a Fund invests. The Investment Manager and its affiliates may have pre-existing relationships with a significant number of entities in which a Fund may invest. The Investment Manager is not obligated to take into consideration these relationships in providing its services with respect to a Fund.

Each Shareholder will be deemed to have acknowledged the existence of the actual conflicts of interest described herein and to have waived any claim arising from the existence of any such conflicts.

Subject to any policies established by the Directors, when arranging investment transactions for a Fund, the Investment Manager will seek to obtain the best net results for that Fund, taking into account, among other things, such factors as price (including the applicable brokerage commission or dealer spread), size of order, difficulty of execution and operational facilities of the firm involved and the firm's risk in positioning a block of securities. Therefore, whilst the Investment Manager will generally seek reasonably competitive commission rates, the relevant Fund will not necessarily pay the lowest commission or spread available. In a number of developing markets, commissions are fixed pursuant to local law or regulation and, therefore, are not subject to negotiation.

Subject to the foregoing, and to any restrictions adopted by the Directors with respect to a particular Fund (as such may be set out in the applicable Supplement), the Investment Manager or any of its affiliates and any directors of any of the foregoing, may have an interest in a Fund or in any transaction effected with or for it, or a relationship of any description with any other person, which may involve a potential conflict with their respective duties to that Fund, and none of them will be liable to account for any profit or remuneration derived from doing so. If the Investment Manager has, or may have, in relation to a proposed transaction for a Fund a material interest or a relationship that gives or may give rise to a conflict of interest, the Investment Manager (as the case may be) will not knowingly advise, or deal in the exercise of discretion in relation to that transaction, unless it takes reasonable steps to ensure fair treatment for the relevant Fund.

For example, such potential conflicts may arise because:

- a) the Investment Manager or its affiliates undertakes business for other clients;
- b) a director or employee of the Investment Manager or its affiliates is a director of, holds or deals in securities of, or is otherwise interested in, any company the securities of which are held by or dealt in on behalf of the relevant Fund;
- c) the transaction relates to an investment in respect of which the Investment Manager or one of its affiliates may benefit from a commission, fee, mark-up or mark-down payable otherwise than by the relevant Fund;
- d) the Investment Manager or one of its affiliates may act as agent for a Fund in relation to transactions in which it is also acting as agent for the account of other clients of the Investment Manager or one of its affiliates; or

- e) a transaction of the relevant Fund is in units or shares of a collective investment scheme or any company in relation to which the Investment Manager or one of its affiliates is the manager, operator, banker, advisor or trustee.

As described above, securities may be held by, or be an appropriate investment for, a Fund as well as by or for other clients of the Investment Manager or one of its affiliates. Because of different objectives or other factors, a particular security may be bought for one or more such clients, when other clients are selling the same security. If purchases or sales of securities for a Fund or such clients arise for consideration at or about the same time, such transactions will be made, insofar as feasible, for the relevant clients in a manner deemed by the Investment Manager to be equitable to all. There may be circumstances when purchases or sales of securities for one or more clients of the Investment Manager or one of its affiliates have an adverse effect on one of the Funds and certain transactions may not be able to be effected at the optimum price, date, time or amount. A Fund may invest in companies or other entities in which an affiliate of the Investment Manager, including other collective investment funds sponsored or otherwise managed by an affiliate of the Investment Manager, has or is concurrently making a different principal investment (e.g., an equity or senior debt investment), at the time of the relevant Fund's investment, and an affiliate of the Investment Manager may invest in companies or other entities in which the relevant Fund has made an investment. In such situations, the relevant Fund and such affiliate of the Investment Manager may have conflicting interests (e.g., over the terms of their respective investments). If the entity in which a Fund has a mezzanine or subordinated debt investment and in which an affiliate of the Investment Manager has an equity or senior debt investment becomes distressed or defaults on its obligations under the mezzanine investment, the Investment Manager may have conflicting loyalties between its duties to the relevant Fund and to other affiliates. It is possible that in a bankruptcy proceeding the relevant Fund's interest may be subordinated or otherwise adversely affected by virtue of the involvement and actions of an affiliate of the Investment Manager relating to its investment.

Conflicts Policy

Each Director and the Investment Manager will at all times have regard to his or its obligations to act in the best interests of the Company and each of the Funds and should ensure that any potential conflicts are identified, managed and resolved fairly.

The Investment Manager has internal policies regarding the identification of potential conflicts of interest and, where such conflicts of interest are identified, requiring processes to be put in place to manage such conflicts of interest.

4.4 Meetings and Announcements

Notices of all general meetings will be sent to registered Shareholders entitled to attend by post at least eight calendar days prior to the meeting at the addresses shown on the register of Shareholders. Such notices will include the meeting agenda and will specify the time and place of the meeting and the conditions of admission.

4.5 Reports and Accounts

Audited annual reports as at 31st March shall be published for the Company and each Fund within four months following the end of each accounting year and unaudited semi-annual reports shall be published within two months following the period to which they refer. Annual and semi-annual reports shall be made available at the registered offices of the Company and the Investment Manager during ordinary office hours, and online at www.emiratesnbd.com/assetmanagement.

The Company's accounting year ends on 31st March each year. The Reference Currency of the Company is USD. The aforesaid reports will comprise consolidated accounts of the Company expressed in USD as well as individual information on each Fund expressed in the Reference Currency of each Fund. These reports will be prepared in accordance with the International Financial Reporting Standards and interpretations issued and adopted by the International Accounting Standards Board.

4.6 Allocation of Assets and Liabilities among Funds

Each Fund constitutes a separate portfolio. The assets and liabilities relating to each Fund are segregated from each other. No Fund will be liable for obligations incurred in relation to any other

Fund. For the purpose of allocating the assets and liabilities between the Funds, the Board of Directors has established a pool of assets for each Fund in the following manner:

- a) the proceeds from the issue of each Share of each Fund are applied in the books of the Company to the Separate Account established for that Fund and to the assets/liabilities and income/expenditure attributable;
- b) where any asset is derived from another asset, such financial derivative asset is applied in the books of the Company to the same Separate Account as the asset from which it was derived and on each revaluation of an asset the increase or diminution in value is applied to the relevant Separate Account;
- c) where the Company incurs a liability which relates to any asset of a particular Separate Account or to any action taken in connection with an asset of a particular Separate Account, such liability is allocated to the relevant Separate Account, provided that all liabilities, whichever Fund they are attributable to, are, unless otherwise agreed upon with the creditors, only binding upon the relevant Fund;
- d) in the case where any asset or liability of the Company cannot be considered as being attributable to a particular Separate Account, such asset or liability is allocated to all the Separate Accounts in equal parts or, if the amounts so justify, pro rata to the net asset values of the relevant Funds; and
- e) upon the payment of dividends to the Shareholders in any Fund or Class, the net asset value of such Fund or Class shall be reduced by the amount of such dividends. Under the Articles, the Board of Directors may decide to create within each Fund one or more Classes whose assets will be commonly invested pursuant to the specific investment policy of the Fund concerned but where a specific sales or redemption charge structure, fee structure, denomination, minimum subscription amount or dividend policy may be applied to each Class. A separate net asset value, which will differ as a consequence of these variable factors, will be calculated for each Class. If one or more Classes have been created within the same Fund, the allocation rules set out above shall apply, as appropriate, to such Classes. The Board of Directors reserves the right to apply additional criteria as appropriate.

4.7 Determination of the Net Asset Value of Shares

The net asset value per Share of each Fund is typically determined on each applicable Valuation Day. The frequency of the valuation applicable to each Fund is set out in the relevant Supplement.

The net asset value of the Shares of each Class is determined in such Class's Reference Currency on each Valuation Day by dividing the net assets attributable to each Class by the number of Shares of such Class then outstanding. The unit of a Reference Currency is the smallest unit of that currency (e.g. if the Reference Currency is USD, the unit is the cent). Fractions of units, calculated to four decimal places, may be allocated as required. The net assets of each Class are made up of the value of all the assets attributable to such Class less the total liabilities attributable to such Class calculated at such time as the Board of Directors shall have set for such purpose. The value of the assets of the Company is determined as at the Valuation Point the relevant Valuation Day.

The actual calculation of the value of the assets will be determined in the following manner:

- a) the value of any cash on hand or on deposit, bills and demand notes and accounts receivable, prepaid expenses, cash dividends and interest declared or accrued as aforesaid, and not yet received shall be deemed to be the full amount thereof, unless, however, the same is unlikely to be paid or received in full, in which case the value thereof shall be determined after making such discount as the Board of Directors may consider appropriate in such case to reflect the true value thereof;
- b) the value of Transferable Securities and Money Market Instruments and any other assets which are quoted or dealt in on any stock exchange shall be based on the latest available closing price which may be obtained from Bloomberg, and Transferable Securities and Money Market Instruments and any other assets traded on any regulated market or other regulated market shall be valued in a manner as similar as possible to that provided for quoted securities;

- c) for non-quoted assets or assets not traded or dealt in on any stock exchange or a regulated market or other regulated market, as well as quoted or non-quoted assets on such other market for which no valuation price is available, or assets for which the quoted prices are not representative of the fair market value, the value thereof shall be determined prudently and in good faith by the Board of Directors on the basis of foreseeable purchase and sale prices;
- d) Money Market Instruments with a remaining maturity of 180 days or less will be valued by the amortized cost method, which approximates market value. Under this valuation method, the relevant Fund's investments are valued at their acquisition cost as adjusted for amortization of premium or accretion of discount rather than at market value;
- e) shares or units in underlying open-ended collective investment funds shall be valued at their last determined and available net asset value as reported or provided by such collective investment fund or its agents or, if such price is not representative of the fair market value of such assets, then the price shall be determined by the Board of Directors on a fair and equitable basis, including on the basis of their last unofficial net asset values (i.e. estimates of net asset values) if more recent than their last official net asset values, provided that satisfactory due diligence has been carried out by the Investment Manager, in accordance with instructions and under the overall control and responsibility of the Board of Directors, as to the reliability of such unofficial net asset values. The net asset values calculated on the basis of unofficial net asset values of the target collective investment fund may differ from the net asset values which would have been calculated, on the relevant Valuation Day, on the basis of the official net asset values determined by the administrative agents of the target collective investment fund. The net asset values is final and binding notwithstanding any different later determination. Units or shares of closed-ended collective investment funds will be valued at their last available stock market value;
- f) the liquidating value of futures, forward and options contracts not traded on exchanges shall mean their net liquidating value determined, pursuant to the policies established by the Board of Directors, on a basis consistently applied for each different variety of contracts. The liquidating value of futures, forward and options contracts traded on exchanges shall be based upon the last available settlement prices of these contracts on exchanges on which the particular futures, forward or options contracts are traded by the relevant Fund; provided that if a futures, forward or options contract could not be liquidated on the day with respect to which net assets are being determined, the basis for determining the liquidating value of such contract shall be such value as the Board of Directors may deem fair and reasonable;
- g) the value of a credit default swap shall be determined by comparing it to the prevailing par market swap. A par market swap is one which can be initiated in the market today for no exchange of principal, and its deal spread is such that it results in the swap's market value being equal to zero. The spread between the initial default swap and the par market swap is then discounted as an annuity using relevant risk-adjusted discount rates. Par market swap rates will be obtained from a cross section of market counterparties. Any other swaps shall be valued at their market value. The Company is authorised to apply other appropriate valuation principles for the assets of the Company, relevant Fund and/or Class if the aforesaid valuation methods appear impossible or inappropriate due to extraordinary circumstances or events, in order to reflect better the probable realisation value established with prudence and good faith;
- h) interest rate swaps will be valued on the basis of their market value established by reference to the applicable interest rate curve;
- i) total return swaps will be valued at fair value under procedures approved by the Board of Directors. As these swaps are not exchange-traded, but are private contracts into which the Company and a swap counterparty enter as principals, the data inputs for valuation models are usually established by reference to active markets. However it is possible that such market data will not be available for total return swaps near the Valuation Day. Where such markets inputs are not available, quoted market data for similar instruments (e.g. a different underlying instrument for the same or a similar reference entity) will be used provided that appropriate adjustments are made to reflect any differences between the total return swaps being valued and the similar financial instrument for which a price is available. Market input

data and prices may be sourced from exchanges, a broker, an external pricing agency or a counterparty. If no such market input data are available, total return swaps will be valued at their fair value pursuant to a valuation method adopted by the Board of Directors which shall be a valuation method widely accepted as good market practice (i.e. used by active participants on setting prices in the market place or which has demonstrated to provide reliable estimate of market prices) provided that adjustments that the Board of Directors may deem fair and reasonable be made. The Auditors will review the appropriateness of the valuation methodology used in valuing total return swaps. In any way the Company will always value total return swaps on an arm-length basis;

- j) all other swaps will be valued at fair value as determined in good faith pursuant to procedures established by the Board of Directors; and
- k) all other securities instruments and other assets are valued at fair market value as determined in good faith pursuant to procedures established by the Board of Directors.

The value of assets denominated in a currency other than the Reference Currency of a Fund or Class shall be determined by taking into account the rate of exchange prevailing at the time of the determination of the net asset value. The net asset value per Share of each Class and the issue and redemption prices thereof are available at the registered office of the Company and of the Investment Manager.

The liabilities of the Company are described under Section 9 "Fees and Expenses" and in the Articles.

4.8 Temporary Suspension of Issues, Redemptions and Conversions

The determination of the net asset value of Shares of one or more Classes may be suspended during: (a) any period when any of the principal markets or stock exchanges on which a substantial portion of the investments of the Fund concerned is quoted or dealt in, is closed otherwise than for ordinary holidays, or during which dealings therein are restricted or suspended; (b) the existence of any state of affairs which constitutes an emergency as a result of which disposal or valuation of assets of the Fund concerned would be impracticable; (c) any breakdown in the means of communication or computation normally employed in determining the price or value of the assets of the Fund concerned or the current prices or values on any market or stock exchange; (d) any period when the Company is unable to repatriate funds for the purpose of making payments on the redemption of Shares or during which any transfer of funds involved in the realisation or acquisition of investments or payments due on redemption of Shares cannot in the opinion of the Board of Directors be effected at normal rates of exchange; and (e) any other circumstance or circumstances beyond the control and responsibility of the Board of Directors where a failure to do so might result in the Company or its Shareholders incurring any liability to taxation or suffering other pecuniary disadvantages or other detriment which the Company or its Shareholders might not otherwise have suffered.

The Board of Directors has the power to suspend the issue, redemption and conversion of Shares in one or more Classes for any period during which the determination of the net asset value per Share of the Fund(s) concerned is suspended by the Company by virtue of the powers described above. Any subscription/redemption/conversion request made or in abeyance during such a suspension period may be withdrawn by written notice to be received by the Company before the end of such suspension period. Should such withdrawal not be effected the Shares in question shall be subscribed/redeemed/converted on the first Valuation Day following the termination of the suspension period. Investors who have requested the subscription, redemption or conversion of Shares shall be informed of such suspension when such request is made. In the event where a suspension period exceeds a certain period determined by the Board of Directors, all Shareholders of the relevant Class concerned shall be informed.

4.9 Dissolution and Liquidation of the Company, any Fund or any Class of Shares

The Company and the Funds are incorporated for an unlimited period, unless otherwise provided in the relevant Supplement.

In the event that for any reason the value of the net assets in any Fund has decreased to, or has not reached, an amount of USD\$20,000,000 (which is determined by the Board of Directors to be the

minimum level for such Fund to be operated in an economically efficient manner or other such amount as may be determined by the Board of Directors from time to time), or if a change in the economic or political situation relating to a particular Fund or Class concerned would have material adverse consequences on the investments of that Fund or Class, or in order to rationalise the Classes and/or the Funds offered, the Board of Directors may decide to redeem compulsorily all the Shares of the relevant Class or Classes issued in such Fund at the net asset value per Share (taking into account actual realization prices of investments and realization expenses) calculated at the Valuation Point at which such decision shall take effect and therefore close or liquidate such Class or Fund.

The decision of the Board of Directors will be published (either in newspapers to be determined by the Board of Directors or by way of a notice sent to the Shareholders at their addresses indicated in the register of Shareholders) prior to the effective date of the compulsory redemption and the publication will indicate the reasons for, and the procedures of the compulsory redemption. Except where to do so would not be in the interests of the Shareholders, or could jeopardise equal treatment between the Shareholders, the Shareholders of the Fund or Class concerned may request exchange of their Shares for Shares of another Fund or Class free of charge (other than those retained by the Fund to meet realization expenses) prior to the effective date of the compulsory redemption.

Assets which may not be distributed to their beneficiaries upon the implementation of the redemption will be deposited with the Investment Manager for a period of twelve months after which such assets will be forfeited automatically.

All redeemed Shares shall be cancelled.

4.10 Merger of the Company and of Funds

The Board of Directors may at any time, in accordance with the Companies Law and the Articles, decide to proceed with a merger of the assets of the Company or of a Fund, whether as absorbing or absorbed party, with those of (i) another existing Fund within the Company, (ii) another existing fund within another collective investment fund, or (iii) another collective investment fund.

Where the Company or a Fund are involved in a merger, whether as absorbing or absorbed party, Shareholders will be entitled to request, without any charge other than those charged by the Company or the Fund to meet divestment costs, the redemption of their Shares in the relevant Fund.

4.11 Division of Funds

In the event that the Board of Directors believes it would be in the interests of the Shareholders of the relevant Fund or that a change in the economic or political situation relating to the Fund concerned would justify it, the Board of Directors may decide to reorganise a Fund by dividing it into two or more Funds.

4.12 Amalgamation of Classes

In the event that for any reason the value of the assets in any Class has decreased to an amount determined by the Board of Directors (in the interests of Shareholders) to be the minimum level for such Class to be operated in an economically efficient manner, or if a change in the economic, political or monetary situation relating to the Class concerned would have material adverse consequences on the investments of that Class or if the range of products offered to investors is rationalised, the Board of Directors may decide to allocate the assets of any Class to those of another existing Class within the Fund and to redesignate the Shares of the Class or Classes concerned as Shares of another Class (following a split or consolidation, if necessary, and the payment of the amount corresponding to any fractional entitlement to Shareholders).

The Company shall send a written notice to the Shareholders of the relevant Class one month prior to the effective date of the amalgamation in order to enable the Shareholders to request redemption or exchange of their Shares, free of charge, during such period. This notice will indicate the reasons and the procedure for the amalgamation. Except where to do so would not be in the interests of Shareholders, or could jeopardise equality of treatment between the Shareholders, the Shareholders of the Class concerned may continue to request the redemption or exchange of their Shares without any additional charges (other than those retained by the Fund to meet realisation expenses) prior to the effective date of the amalgamation.

4.13 Material Contracts

The following material contracts have been entered into:

- a) An Investment Management Agreement dated 9 April 2020, between the Company and Emirates NBD Asset Management Limited pursuant to which the latter acts as Investment Manager to the Company. This agreement is entered into for an unlimited period and is terminable by Emirates NBD Asset Management Limited upon three months' written notice or as mutually agreed. Under the Investment Management Agreement, Emirates NBD Asset Management Limited also acts as Global Distributor for the Company.
- b) A Custodian Agreement effective from 1 June 2020 between the Company and European Depositary Bank SA, Dublin Branch pursuant to which the latter is appointed as Custodian of the assets of the Company. This agreement is entered into for an unlimited period and is terminable by either party upon 90 days' written notice or as mutually agreed.
- c) An Administration Agreement effective from 12 April 2020 between the Company and Apex Fund Services Ltd, pursuant to which the latter is appointed as administrator, registrar and transfer agent of the Company. This agreement is entered into for a one year period which automatically renews unless written notice is provided no less than 90 days before each automatic renewal or as mutually agreed.

4.14 Other Contracts

In addition to the material contracts entered into by the Company as set out in section 4.13, the Company entered into the following contracts:

- a) A Tax Reporting Services Agreement effective from 16 April 2020 between the Company and Apex Fund Services Ltd, pursuant to which the latter is appointed as an agent to assist the Company's compliance with the FATCA and the CRS. This agreement is entered into for an unlimited period and may be terminated after the first 12 months by either party upon 60 days' written notice or as mutually agreed.
- b) A Contract for Corporate Services Agreement effective from 22 April 2020 between the Company and Apex Fund Services (Dubai) Ltd pursuant to which the latter provides corporate secretarial services to the Company. This agreement is entered into for a period of 12 months or as mutually agreed and is renewable upon the mutual consent of both parties.
- c) A Services Agreement for Anti-Money Laundering Compliance Officer and Money Laundering Reporting Officer and Deputy Money Laundering Reporting Officer effective from 28 April 2020 between the Company and Apex Fund Services (Cayman) Ltd pursuant to which the latter provides anti-money laundering compliance officer, money laundering reporting officer and deputy money laundering reporting officer services to the Company. This agreement is entered into for an unlimited period and may be terminated by either party upon 1 months' written notice or as mutually agreed.

4.15 Documents Available for Inspection

Copies of the material contracts mentioned above are available for inspection, and copies of the Articles of Incorporation, the current Offering Memorandum and the latest financial reports may be obtained free of charge during normal office hours at the registered office of the Company. Such reports form an integral part of this Offering Memorandum. Copies of this Offering Memorandum and the latest financial reports are also available online at www.emiratesnbd.com/assetmanagement.

4.16 Management and Administration

The Company is managed by Emirates NBD Asset Management Limited.

The Investment Manager has been incorporated on 8 August 2006 as a private company under DIFC law for an indeterminate period and is registered under number 224. Its registered office is at Level 8, The Gate Building, East Wing, Dubai International Financial Centre, Dubai, 506578, United Arab Emirates. Its fully paid-up share capital amounts to USD10,000,000. The names and legal

documents of all funds managed by the Investment Manager are available at its registered office and on its website <https://www.emiratesnbd.com/en/asset-management/>.

The Investment Manager is a limited company, based in the DIFC and regulated by the DFSA. Its primary activity involves the provision of investment management services to various investment vehicles. The Investment Manager is a wholly owned subsidiary of Emirates NBD Bank PJSC.

The Investment Manager is responsible for the day-to-day operations of the Company, which include administration (including registrar and transfer agent), investment management and marketing and distribution (placing), subject to the overall supervision of, and overall review by, the Board of Directors. In fulfilling its responsibilities under the Investment Management Agreement, it is permitted to delegate all or a part of its functions and duties to third parties. The Investment Manager may in particular, delegate the following functions to third parties: investment management, administration as well as marketing and distribution.

Pursuant to the Investment Management Agreement, the Investment Manager has discretion, on a day-to-day basis and subject to the overall control and responsibility of the Board of Directors, to purchase and sell securities and otherwise to manage the Funds' assets. The Investment Manager, in the execution of its duties and the exercise of its powers, shall be responsible for the compliance of the Funds with their investment policies and restrictions.

The Investment Management Agreement contains provisions indemnifying the Investment Manager, and exempting the Investment Manager from liability, in certain circumstances.

The Investment Manager also acts as investment manager for other collective investment funds, in addition to the Company. The list of funds managed by the Investment Manager is accessible on the following website: <https://www.emiratesnbd.com/en/asset-management/>.

The Investment Manager is responsible for the management and control of the Company and has been appointed as such by the Board of Directors. Apex Fund Services Ltd has been appointed to act as Administrative Agent, registrar and transfer agent.

The Investment Manager has in place a remuneration policy in line with the DFSA's Authorised Firms Principles. The remuneration policy sets out principles applicable to the remuneration of senior management, all staff members having a material impact on the risk profile of the Company and the Funds as well as all staff members carrying out independent control functions. The remuneration policy is determined and reviewed at least on an annual basis by a remuneration committee of the Investment Manager.

4.17 Board of Directors

Directors Functions

Whilst the Directors are responsible for the overall management and control of the Company and each of the Funds, they have delegated all day-to-day activities to service providers described herein. The Directors review the operations of the Company and each of the Funds at regular meetings held at least annually. For this purpose, the Directors will receive periodic reports from the Investment Manager and the Administrator detailing the performance of the Company and each Fund and providing an analysis of each Fund's investment portfolio. The Investment Manager and the Administrator will provide such other information as may from time to time be reasonably required by the Directors for the purpose of such meetings.

Shareholding Qualification

No shareholding qualification for Directors is required under Cayman Islands law or under the Articles. As at the date of this Offering Memorandum, none of the Directors, nor any of their spouses, children or grandchildren or any trust established by them or any of them or company controlled by them or any of them, has or, so far as any of the Directors is aware, intends to have an interest (direct or indirect) in any Shares.

The Board of Directors of the Company is composed as follows.

Michail Samawi

Michail Samawi is the Senior Executive Officer & Head of Asset Management at Emirates NBD Asset Management DIFC Limited. He has over 17 years of experience in the investment management

industry within the region. Prior to joining Emirates NBD Asset Management, Michail was the Managing Director and KSA market leader for BNP Paribas Wealth Management, as well as a member of the DIFC executive committee.

His previous roles include Head of Private Banking at Credit Suisse Saudi Arabia, where he was responsible for their execution, advisory and discretionary mandate business.

Michail holds a master's degree in law and accounting from the London School of Economics and Political Science. He is a Chartered Financial Analyst as well as Professional Risk Manager, Chartered Alternative Investment Analyst & Certified Wealth Management Advisor.

Ramapurath Ajitkumar Menon

Ajit heads the operations team at Emirates NBD Asset Management and is responsible for its effective, efficient and compliant functioning. He also oversees the risk and IT functions in the firm. Ajit has over 22 years' experience, of which 18 years have been in the field of treasury, investment and asset management operations. He is responsible for managing a number of diverse operational activities for the business in accordance with all applicable regulatory requirements and International best practice, as well as Group policies. He has been actively involved in the management of both the Jersey and Luxembourg Funds for the last 10 years, including providing specialist operational expertise in development of new funds, the updating of the prospectus and working with key stakeholders to ensure the product offering is appropriate for our client base. He is also responsible for overseeing the management of service deliverables with all our key service providers including the fund administrator, custodian, transfer agent and the management company across both our Jersey and Luxembourg fund platforms.

Prior to joining Emirates NBD Asset Management, Ajit was at Mashreq Bank, where he gained experience in the field of remittances, treasury, investment banking and asset management.

Ajit holds a Master's degree in Commerce and Business Administration and is a Chartered Fellow of the Chartered Institute for Securities & Investment (CISI), UK holding a Level 6 qualification. He is a Certified Anti-Money Laundering Specialist with the Association of Anti-Money Laundering Specialists and Operational Risk Manager from PRMIA (Professional Risk Manager's International Association), United States. He is a Professional Member of the Institute of Operational Risk in the UK and currently serves on the Board of Emirates NBD Fund Managers (Jersey) Limited, Emirates Funds Limited, Emirates Portfolio Management PCC and Emirates NBD SICAV.

4.18 Global Distributor

The Investment Manager has been appointed as Global Distributor by the Company to market and promote the Shares of the Company. As Global Distributor the Investment Manager is allowed to appoint distributors and placement agents for such jurisdictions or regions as it deems appropriate.

4.19 Sub-Investment Manager(s) and Investment Advisers

Pursuant to the Investment Management Agreement, the Investment Manager may delegate the management of the assets of each Fund to one or several sub-investment manager(s) (the "**Sub-Investment Manager(s)**"), as will be indicated in the relevant Supplement for a relevant Fund. The Sub-Investment Manager(s) may have discretion, on a day-to-day basis and subject to the overall control and responsibility of the Investment Manager to purchase and sell securities as delegate for the Investment Manager and otherwise manage the relevant Fund(s)' portfolios. The fees of each Sub-Investment Manager will be paid by the Investment Manager.

The Investment Manager may also at its discretion appoint investment advisors to provide it with investment recommendations / advice in managing the assets of the Funds. Where appointed, the identity of the investment advisors will not necessarily be disclosed in the relevant Supplement. The fees of any investment advisor will be paid by the Investment Manager.

4.20 Custodian

European Depositary Bank SA, Dublin Branch has been appointed as Custodian of all of the Company's assets. It may entrust the physical custody of securities and other assets to such institutions or to one or more of its banking correspondents under its sole responsibility.

The key duties of the Custodian are to perform on behalf of the Company the custodian duties consisting of, among other things:

- a) establishing and maintaining accounts;
- b) confirming the securities held;
- c) collecting all income due and payable;
- d) presenting for payment and collecting amounts payable on securities which may become payable; and
- e) upon instructions, release, transfer and exchange securities.

In carrying out its duties the Custodian shall act honestly, fairly, professionally, independently and solely in the interests of the Company and its Shareholders.

The Custodian has functionally and hierarchically separated the performance of its custodian tasks from its other potentially conflicting tasks. The system of internal controls, the different reporting lines, the allocation of tasks and the management reporting allow potential conflicts of interest and the Custodian issues to be properly identified, managed and monitored. Additionally, in the context of the Custodian's use of sub-custodians, the Custodian imposes contractual restrictions to address some of the potential conflicts and maintains due diligence and oversight of sub-custodians to ensure a high level of client service by those agents. Finally, the Custodian internally separates the performance of its custodial tasks from its proprietary activity and follows a standard of conduct that requires employees to act ethically, fairly and transparently with clients.

The Custodian is liable to the Company or to the shareholders for the loss by the Custodian or a third party to whom the custody of financial instruments that can be held in custody has been delegated. The Custodian bank shall not be liable if it can prove that the loss of a financial instrument held in custody has arisen as a result of an external event beyond its reasonable control, the consequences of which would have been unavoidable despite all reasonable efforts to the contrary.

The liability of the Custodian will not be affected by the fact that it has delegated safekeeping to a third party.

As far as legally permitted, the Custodian Agreement contains provisions indemnifying the Custodian, and exempting the Custodian from liability, in certain circumstances.

4.21 Administrative Agent, Registrar and Administrator

Apex Fund Services Ltd has been appointed as the Administrator pursuant to the Administration Agreement. The Administrator is part of the Apex Group, a global provider of fund administration services with 40 offices across the globe, ISAE 3402/SSAE18 audited, independently owned with over US\$650 billion under administration. Apex Group provides specialist fund administration, share registrar, custodian, corporate secretarial services and directors to funds and collective investment schemes globally. The Administrator will perform all general administrative tasks for the Company, including the preparation of valuations, keeping of financial records and acting as registrar and transfer agent. The Administrator shall receive an annual fee calculated in accordance with its customary schedule of fees and is also entitled to be reimbursed for all out of pocket expenses properly incurred in performing its duties as administrator of the Company.

Under the Administration Agreement, the Administrator will be responsible for, among other things, maintaining the accounting records of the Company; calculating the net asset value of the Company; processing the subscriptions, redemptions, conversions and transfers in relation to the Company; assisting the Company in performing all applicable anti-money laundering/Shareholder identification checks; and performing various administrative, registrar and transfer agency and other services in respect of the Company more fully described in the Administration Agreement. In calculating the net asset value of the Company, the Administrator may rely, without further inquiry, investigation or verification, upon information and communications received by the Administrator from any source, including the Investment Manager, or any other person, firm or corporation whatsoever, and the Administrator shall not (in the absence of fraud, gross negligence or wilful default on the part of the Administrator) be liable for any loss suffered by the Company, the Investment Manager or any Shareholders by reason of any error in such calculations by the Administrator resulting from any inaccuracy in any such information.

Under the Administration Agreement, the Administrator will not, in the absence of gross negligence, wilful default or fraud on the part of the Administrator, be liable to the Company or to any Shareholder for any act or omission, in the course of, or in connection with providing services to the company or for any losses, claims, damages, liabilities and expenses or damage which the Company may sustain or suffer as a result of, or in the course of, the discharge by the Administrator or its duties pursuant to the Administration Agreement.

Under the Administration Agreement, the Company will indemnify the Administrator to the fullest extent permitted by law against any and all judgments, fines, amounts paid in settlement and reasonable expenses, including legal fees and disbursements (together with any value added tax or similar tax imposed from time to time), incurred by the Administrator, save where such actions, suits or proceedings are the result of fraud, wilful misconduct or gross negligence of the Administrator or any of its affiliate's or any of their directors', officers', employees', agents' or delegates' own proven fraud, gross negligence or wilful default.

Neither the Administrator nor the officers, directors, members, employees or agents of the Administrator are directly involved in the business affairs, organization, sponsorship or management of the Company nor will they be responsible for the preparation or issue of this Offering Memorandum other than in respect of the description of the Administrator and the services it will provide.

The Administrator shall not be responsible for the monitoring of the investments made by the Investment Manager or the Investment Manager's compliance with the investment policies and the investment restrictions contained in this Offering Memorandum and/or other Company's documents. The Administrator will not review or control the valuation of the assets as may be held in the Company's account from time to time. The Administrator has no decision-making discretion in relation to the Company's investments. The Administrator is a service provider to the Company and is not responsible for the preparation of this Offering Memorandum and therefore accepts no responsibility for the accuracy of any information contained in this Offering Memorandum.

In accordance with the terms of the Administration Agreement, the services of the Administrator may be terminated by at least 90 days written notice from either the Company or the Administrator (or such shorter notice period as the parties may agree to accept) or earlier on the liquidation of either the Company or the Administrator.

4.22 Auditor

Deloitte & Touche, Cayman Islands has been appointed as the Auditor of the Company and the Funds and will audit each of the Company's and the Funds' annual financial statements. The Auditor is and approved auditor acceptable to the Monetary Authority in the Cayman Islands.

4.23 Legal Counsel

Herbert Smith Freehills LLP has been engaged by the Investment Manager to represent it as legal counsel in connection with the organization of the Company and each of the Funds and this offering of Shares. Herbert Smith Freehills LLP has also been engaged by the Directors to represent and will represent the Company in connection with these matters and other matters for which it is retained to do so.

In advising the Company and the Investment Manager with respect to the preparation of this Offering Memorandum, Herbert Smith Freehills LLP has relied upon information that has been furnished to it by the Company, the Investment Manager and their affiliates, and has not independently investigated or verified the accuracy or completeness of the information set forth herein. In addition, Herbert Smith Freehills LLP does not monitor the compliance of the Company or the Investment Manager with the investment guidelines set forth in this Offering Memorandum and the Company's and each Fund's terms or applicable laws.

There may be situations in which there is a "conflict" between the interests of the Investment Manager and those of the Company. In these situations, the Investment Manager and the Company will determine the appropriate resolution thereof, and may seek advice from Herbert Smith Freehills LLP in connection with such determinations. The Investment Manager and the Company have consented to the concurrent representation by Herbert Smith Freehills LLP of such parties in such circumstances.

Walkers (Dubai) LLP of PO Box 506513, Level 14, Burj Daman, Dubai International Financial Centre, Dubai, UAE, acts as Cayman Islands legal counsel to the Company and each of the Funds. In connection with each Fund's offering of Shares and subsequent advice to the Company, Walkers (Dubai) LLP will not be representing Shareholders. No independent legal counsel has been retained to represent the Shareholders. Walkers (Dubai) LLP's representation of the Company is limited to specific matters as to which it has been consulted by the Company. There may exist other matters that could have a bearing on the Company as to which Walkers (Dubai) LLP has not been consulted. In addition, Walkers (Dubai) LLP does not undertake to monitor compliance by the Investment Manager and their affiliates with the investment program, valuation procedures and other guidelines set forth herein, nor does Walkers (Dubai) LLP monitor ongoing compliance with applicable laws. In connection with the preparation of this Offering Memorandum, Walkers (Dubai) LLP's responsibility is limited to matters of Cayman Islands law and it does not accept responsibility in relation to any other matters referred to or disclosed in this Offering Memorandum. In the course of advising the Company, there are times when the interests of Shareholders may differ from those of the Company. Neither Walkers (Dubai) LLP nor Herbert Smith Freehills LLP represents the Shareholders' interests in resolving these issues. In reviewing this Offering Memorandum, Walkers (Dubai) LLP has relied upon information furnished to it by the Company and has not investigated or verified the accuracy and completeness of information set forth herein concerning the Company.

5. INVESTMENT POLICIES

5.1 Investment Policy of each Fund

The Funds will seek to achieve their objectives, in accordance with the specific investment policies established for each Fund by the Board of Directors, by investing in assets that are considered by the Investment Manager, to have the potential to meet the stated investment objective of the relevant Fund. The Board of Directors has determined the investment objective and policy of each Fund, as described in the relevant Supplement. There can be no assurance that the investment objective for any Fund will be attained. Pursuit of the investment objective and policy of each Fund must be in compliance with the limits and restrictions set forth in Section 10.1 "Investment Restrictions".

5.2 Financial Derivative Instruments and other Invested Assets

Subject to the specific investment restrictions established for each Fund under the relevant Supplement, each Fund may utilise financial techniques and instruments for investment purposes, hedging purposes and efficient portfolio management such as securities lending and borrowing transactions and repurchase and reverse repurchase transactions. Such portfolio strategies may include transactions in financial futures contracts and options thereon.

The Funds may also engage in transactions in options, on bond and stock indices and on portfolios of indices. The Funds may seek to hedge their investments against currency fluctuations which are adverse to the respective currencies in which these Funds are denominated by utilising currency options, futures contracts and forward foreign exchange contracts. The Funds may sell interest rate futures contracts, write call options or purchase put options on interest rates or enter into swap agreements for the purpose of hedging against interest rate fluctuations. The Funds may hold such ancillary liquid assets as the Investment Manager or the Sub-Investment Manager, as the case may be, considers appropriate. Each Fund may also engage in securities lending and enter into repurchase and reverse repurchase agreements in compliance with the applicable regulations and relevant mandate.

A Fund will only enter into the aforementioned transactions with financial institutions specialised in such transactions and deemed appropriate by the Investment Manager in accordance with its internal approval policies (and subject to its ongoing review). Such transactions shall mainly be entered into in accordance with the standard terms laid down by the ISDA or GMRA. Any legal restrictions will be applied to the issuer of the derivative instrument as well as to the underlying thereof. When using the techniques and instruments described in the preceding paragraphs, the Funds must comply with the limits and restrictions set forth in Section 10.1 "Investment Restrictions".

Such techniques and instruments shall be used only to the extent that they do not affect the Funds' investment objectives and policies. Use of the aforesaid techniques and instruments involves certain

risks and there can be no assurance that the objective sought to be obtained from such use will be achieved.

Each Fund may incur costs and fees in connection with efficient portfolio management techniques. In particular, such techniques and transactions will be carried out directly by the Company acting on behalf of the relevant Funds, with no intermediary or third party being involved. Therefore, there will be no intermediary or third party fees paid in connection with efficient portfolio management techniques. Information on other direct and indirect operational costs and fees incurred by each Fund in this respect, as well as the identity of the entities to which such costs and fees are paid and any affiliation they may have with the Custodian or the Investment Manager, may be available in the Annual Report. In any event, all revenues arising from efficient portfolio management techniques, net of direct and indirect operational costs and fees, will be returned to the relevant Fund.

None of the Funds have as a core strategy to achieve their investment objective through the entering into one, or several, single total return swaps or similar financial derivative instruments. However, the Funds may, on an ancillary basis, gain exposure to financial indices or assets which are in line with their investment objectives through one or several total return swaps or similar financial derivative instruments. The Funds will only enter into such instruments with first class regulated financial institutions specialized in such types of transactions. The counterparties will have no discretion as to the composition or management of the Fund assets or underlyings thereof. The identity of these counterparties will be disclosed in the annual report of the Company.

Each Fund may incur costs and fees in connection with total return swaps or other financial derivative instruments with similar characteristics, upon entering into total return swaps and/or any increase or decrease of their notional amount. The amount of these fees may be fixed or variable. Information on costs and fees incurred by each Fund in this respect, as well as the identity of the recipients and any affiliation they may have with the Custodian or the Investment Manager, if applicable, may be available in the annual report.

All revenues arising from total return swaps, net of direct and indirect operational costs and fees, will be returned to the Fund.

5.3 Global Exposure

The global exposure of the Funds will typically be measured by either the Value at Risk (VaR) methodology or the commitment approach depending on the nature of the underlying assets in each Fund as may be specified in the relevant Supplement of a Fund.

6. RISK FACTORS

6.1 General

This Section 6 explains some of the risks that apply to the Funds. It does not purport to be a complete explanation and other risks may also be relevant from time to time. The value of investments and the income derived from them may fall as well as rise and investors may not recoup the original amount invested in the Fund. Past performance is not indicative of future performance. There is no assurance that the investment objective of any Fund will actually be achieved. The risks which a prospective investor should take into account includes risks which are general to all Funds and those which are specific to certain Funds and arise in respect of the investment objective, policy and strategy which is adopted in relation to a specific Fund. A relevant Supplement will set out which of the risk factors set out below are particularly relevant to each Fund.

6.2 Absence of Regulation

The Company and the Funds are not registered as an investment company or mutual fund under the laws of any jurisdiction other than the Cayman Islands and are therefore not supervised by any supervisory or regulatory body or subject to the rules or regulations of any such body other than the Authority, which does not approve or disapprove the objectives or policies of the Company and each of the Funds or their suitability as an investment for any person. The protection offered by such limited supervision may be less efficient than if full supervision was exercised by a regulator in another jurisdiction.

6.3 Systemic Risk

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

6.4 Restriction on Auditor's Liability

Cayman Islands law does not restrict the ability of auditors to limit their liability. Consequently, the engagement letter entered into between the Company and the auditors may contain such a limitation on liability provision as well as provisions indemnifying the auditors in certain circumstances.

6.5 Interest Rate Risk

As nominal interest rates rise, the value of securities held by a Fund may decrease. Securities with longer durations tend to be more sensitive to changes in interest rates, usually making them more volatile than securities with shorter durations. A nominal interest rate can be described as the sum of a real interest rate and an expected inflation rate. Inflation indexed securities decline in value when real interest rates rise. In certain interest rate environments, such as when real interest rates are rising faster than nominal interest rates, inflation-indexed securities may experience greater losses than other fixed income securities with similar durations.

6.6 Counterparty Credit Risk

A Fund may be exposed to companies which act as a service provider, counterparty or guarantor when entering into over-the-counter markets in contracts. Their inability or unwillingness to honour obligations can subject a Fund to credit risk of losses incurred from late payments, failed payments and default.

6.7 Economic Risk

The value of a Fund may decline due to factors affecting market conditions generally or particular industries represented in the markets. The value of a security held by a Fund may decline due to an actual or perceived change in general market conditions which are not specifically related to a particular company, such as real or perceived adverse economic conditions, changes in the general outlook for corporate earnings, changes in interest or currency rates, or adverse investor sentiment generally. They may also decline due to factors which affect a particular industry or industries, such

as labour shortages or increased production costs and competitive conditions within an industry. During a general downturn in the economy, multiple asset classes may decline in value simultaneously. Economic downturn can be difficult to predict due to speculation in inflationary, fiscal and monetary factors.

6.8 Issuer Risk

An issuer of securities' inability or unwillingness to honour obligations can subject a Fund to the risk of losses. The issuer's ability to service its debt obligations may be adversely affected by specific issuer developments, the issuer's inability to meet specific projected business forecasts or the unavailability of additional financing.

6.9 Liquidity Risk

Certain investment positions in which the Funds will have an interest may be less liquid. The Funds may invest in non-Transferable Securities, non-publicly traded securities or securities with a lack of trading volume. These investments could prevent the Fund from liquidating unfavourable positions promptly and subject the Fund to substantial losses. Such investments could also impair the ability of Shareholders to collect redemption proceeds in a timely manner and Shareholders may incur a dilution adjustment. During extreme market conditions securities that would normally be liquid may become less liquid and it may be difficult for Shareholders to collect redemption proceeds in a timely manner or Shareholders may incur a dilution adjustment. Assets amortised may not be readily realizable and may result in losses on premature realization.

6.10 Currency Risk

A Fund may be exposed to currency exchange risk where the assets and income are denominated in currencies other than the Reference Currency of the Fund. Changes in exchange rates between currencies or the conversion from one currency to another may cause the value of a Fund's investments to decline or increase. Currency exchange rates may fluctuate significantly over short periods of time. They are generally determined by supply and demand in the currency exchange markets and the relative merits of investment in different countries, actual or perceived changes in interest rates and other complex factors. Currency exchange rates can also be affected unpredictably by intervention (or failure to intervene) by governments or central banks, or by currency controls or political developments.

A Fund may enter into currency exchange transactions in an attempt to protect against changes in a country's currency exchange rates. A Fund may enter into forward contracts to hedge against a change in such currency exchange rates that would cause a decline in the value of existing investments denominated or principally traded in a currency other than the Reference Currency of that Fund. To do this, the Fund would enter into a forward contract to sell the currency in which the investment is denominated or principally traded in exchange for the Reference Currency of the Fund. Although these transactions are intended to minimise the risk of loss due to a decline in the value of the hedged currency, at the same time they limit any potential gain that might be realised should the value of the hedged currency increase. The precise matching of the forward contract amounts and the value of the securities involved will not generally be possible because the future value of such securities will change as a consequence of market movements in the value of such securities between the date when the forward contract is entered into and the date when it matures. Therefore the successful execution of a hedging strategy which matches exactly the profile of the investments of any Fund cannot be assured.

6.11 Currency Risk - Hedged Share Class

A Fund may enter into currency exchange transactions to hedge against a change in currency exchange rates that would cause a decline in the value of a Class denominated in a currency other than the Reference Currency of the Fund. To do this, the Fund would enter into a forward contract to sell the Reference Currency of the Fund in exchange for the currency in which the Class is denominated. While the Fund or its authorised agent may attempt to hedge currency risks, there can be no guarantee that it will be successful in doing so and it may result in mismatches between the currency position of the Fund and the hedged Class. It may also result in an increase in the total expense ratio. The hedging strategies may be entered into whether the Reference Currency of a

Fund is declining or increasing in value relative to the relevant currency of the hedged Class and so, where such hedging is undertaken it may substantially protect investors in the relevant hedged Class against a decrease in the value of the Reference Currency relative to the hedged Class currency, but it may also preclude investors from benefiting from an increase in the value of the Reference Currency.

6.12 Custodial Risk

A Fund may invest in markets where custodian and/or settlement systems are not fully developed. The assets of the Funds which are traded in such markets and which have been entrusted to sub-custodians, in circumstances where the use of such sub-custodians is necessary, may be exposed to risk in circumstances whereby the Custodian will have no liability, provided the Custodian has acted in accordance with its duties of supervision and control as per applicable regulation and agreements.

6.13 Valuation Risk

A Fund's assets comprise mainly of quoted investments where a valuation price can be obtained from an exchange or similarly verifiable source. However, there is a risk that where the Fund invests in unquoted and/or less liquid investments the values at which these investments are realised may be significantly different to the estimated fair values of these investments.

6.14 Credit Spread Risk

A Fund's investments may be adversely affected if any of the issuers it is invested in are subject to an actual or perceived deterioration to their credit quality. Any actual or perceived deterioration may lead to an increase in the credit spreads of the issuer's securities.

6.15 Operational Risk

A Fund's investments may be adversely affected due to the operational process of the Fund. A Fund may be subject to losses arising from inadequate or failed internal controls, processes and systems, or from human or external events.

6.16 Regulatory, Business, Legal and Tax

In some jurisdictions the interpretation and implementation of laws and regulations and the enforcement of shareholders' rights under such laws and regulations may involve significant uncertainties. Furthermore, there may be differences between accounting and auditing standards, reporting practices and disclosure requirements and those generally accepted internationally. Some of the Funds may be subject to withholding and other taxes. Tax law and regulations of any country are constantly changing, and may be changed with retrospective effect. The interpretation and applicability of tax law and regulations by tax authorities in some jurisdictions are not consistent and transparent and may vary from region to region.

6.17 Risk of Segregated Portfolio Company Structure; Cross Liability

The Company is established as a segregated portfolio company under the Companies Law. As a matter of Cayman Islands law, the assets of one Fund are not available to meet the liabilities of another. However, the Company is a single legal entity which may operate or have assets held on its behalf or be subject to claims in other jurisdictions which may not necessarily recognise such segregation and, in such circumstances, there is a risk that the assets of a Fund may be applied to meet the liabilities of another Fund whose assets are exhausted.

The rights of Shareholders of each Fund are limited to the relevant Fund. The obligations of the Fund in respect of Class of Shares issued in respect of such Fund will only be payable from the relevant Fund. In the event that the assets attributable to a Fund are insufficient to meet such obligations, recourse of the Shareholders of the relevant Fund will be limited to the assets attributable to the relevant Fund and such Shareholders shall not be entitled to claim against, or have further recourse to the assets attributable to any other Fund or to the general assets of the Company.

The Company, on behalf of a Fund, has the power to issue Shares in more than one Class from the same Fund. The Articles provide for the manner in which the liabilities are to be attributed across the

various Classes (liabilities are to be attributed to the specific Class in respect of which the liability was incurred). However, there is no limited recourse protection for any Class issued from the same Fund and there is no statutory segregation of assets and liabilities between each Class. Accordingly, all of the assets of the Fund will be available to meet all of its liabilities regardless of the Class to which such assets or liabilities are attributable. In practice, cross-Class liability is only expected to arise where liabilities referable to one Class are in excess of the assets referable to such Class and it is unable to meet all liabilities attributed to it. In such a case, the assets of the Fund attributable to other Classes may be applied to cover such liability excess and the value of the contributing Classes will be reduced as a result.

6.18 Conflicts of Interest

The Investment Manager and the various third parties to which the Investment Manager has delegated its functions may have conflicts of interest in relation to their duties to the Company. The Investment Manager will, however, ensure that all such potential conflicts of interest are resolved fairly and in the best interests of the Shareholders in so far as it is possible to do so. See Section 4.3 for further details on potential conflicts of interest.

6.19 Emerging Markets

A Fund may invest in less developed or emerging markets. These markets may be volatile and less liquid and the investments of the Fund in such markets may be considered speculative and subject to significant delays in settlement. Practices in relation to settlement of securities transactions in emerging markets involve higher risks than those in developed markets, in part because the Company will need to use brokers and counterparties which are less well capitalised, and custody and registration of assets in some countries may be unreliable. Delays in settlement could result in investment opportunities being missed if a Fund is unable to acquire or dispose of a security. The risk of significant fluctuations in the net asset value and of the suspension of redemptions in those Funds may be higher than for Funds investing in major world markets. In addition, there may be a higher than usual risk of political, economic, social and religious instability and adverse changes in government regulations and laws in emerging markets and assets could be compulsorily acquired without adequate compensation. The assets of a Fund investing in such markets, as well as the income derived from the Fund, may also be affected unfavourably by fluctuations in currency rates and exchange control and tax regulations and consequently the net asset value of Shares of that Fund may be subject to significant volatility. Some of these markets may not be subject to accounting, auditing and financial reporting standards and practices comparable to those of more developed countries and the securities markets of such countries may be subject to unexpected closure. There may be less government supervision and legal regulation and less well defined tax laws and procedures than in countries with more developed securities markets. Some emerging markets governments exercise substantial influence over the private economic sector and the political and social uncertainties that exist for many developing countries are particularly significant. Another risk common to most such countries is that the economy is heavily export oriented and, accordingly, is dependent upon international trade. The existence of overburdened infrastructures and obsolete financial systems also presents risks in certain countries, as do environmental problems.

6.20 Fixed Income Securities - General

Investment in fixed income securities is subject to interest rate, sector, security and credit risks. Lower rated securities will usually offer higher yields than higher rated securities to compensate for the reduced creditworthiness and increased risk of default that these securities carry. Investors should note that credit ratings may not necessarily reflect the true risk of an investment and that the Investment Manager or any Sub-Investment Manager, as the case may be may use its own set of credit rating criteria to perform its credit analysis, which may differ from the criteria used by the credit rating agencies.

6.21 Sovereign Bonds

A Fund may invest in debt obligations issued or guaranteed by governments or their agencies (sovereign bonds). The governmental entity that controls the repayment of sovereign bonds may not be able or willing to repay the principal and/or interest when due in accordance with the terms of

such debt. A governmental entity's willingness or ability to repay principal and interest due in a timely manner may be affected by, among other factors, its cash flow situation, the extent of its foreign reserves, the availability of sufficient foreign exchange on the date a payment is due, the relative size of the debt service burden to the economy as a whole, the governmental entity's policy towards the International Monetary Fund and the political constraints to which a governmental entity may be subject. Governmental entities may also be dependent on expected disbursements from foreign governments, multilateral agencies and others abroad to reduce principal and interest arrearage on their debt. The commitment on the part of these governments, agencies and others to make such disbursements may be conditioned on a governmental entity's implementation of economic reforms and/or economic performance and the timely service of such debtor's obligations. Failure to implement such reforms, achieve such levels of economic performance or repay principal or interest when due may result in the cancellation of such third parties' commitments to lend funds to the governmental entity, which may further impair such debtor's ability or willingness to service its debt on a timely basis. Consequently, governmental entities may default on their sovereign bonds. Holders of sovereign bonds may be requested to participate in the rescheduling of such debt and to extend further loans to governmental entities. There is no bankruptcy proceeding by which sovereign bonds, on which a governmental entity has defaulted, may be collected in whole or in part.

6.22 Corporate Bonds

A Fund may invest in corporate bonds. Corporate bonds are subject to the risk of the issuer's inability to meet principal and interest payments on the obligation and may also be subject to price volatility due to such factors as interest rate sensitivity, market perception of the creditworthiness of the issuer and general market liquidity. When interest rates rise, the value of corporate bonds can be expected to decline. Corporate bonds with longer maturities tend to be more sensitive to interest rate movements than those with shorter maturities.

6.23 Investment Grade Rated Securities

A Fund may invest in investment grade rated securities. Investment grade rated securities are assigned credit ratings by ratings agencies on the basis of the creditworthiness or risk of default of a bond issue. Rating agencies review, from time to time, such assigned ratings of the securities and may subsequently downgrade the rating if economic circumstances impact the relevant bond issues.

6.24 Sub-Investment Grade/High Yield

A Fund may invest in sub-investment grade/high yield securities. These fixed income securities (rated BB+ or lower by Standard & Poor's, Bal or lower by Moody's or an equivalent rating from any other recognised rating agency) typically are subject to greater market fluctuations and to greater risk of loss of income and principal, due to default by the issuer, than are higher rated fixed income securities. Lower rated fixed income securities' values tend to reflect short term corporate, economic and market developments and investor perceptions of the issuer's credit quality to a greater extent than lower yielding higher rated fixed income securities' values. In addition, it may be more difficult to dispose of, or to determine the value of, high yield fixed income securities. There are fewer investors in lower rated securities, and it may be harder to buy and sell securities at an optimum time. Fixed income securities rated BB+ or Bal or lower, or an equivalent rating from any other recognised rating agency, are described by the ratings agencies as "predominantly speculative with respect to capacity to pay interest and repay principal in accordance with the terms of the obligation. While such debt will likely have some quality and protective characteristics, these are outweighed by large uncertainties or major risk exposures to adverse conditions".

6.25 Distressed Debt Securities

A Fund may invest in distressed debt securities. Investment in such distressed debt securities involves purchases of obligations of companies that are experiencing significant financial or business distress, including companies involved in bankruptcy or other reorganisation and liquidation proceedings. Acquired investments may include senior or subordinated debt securities, bank loans, promissory notes and other evidences of indebtedness, as well as payables to trade creditors. Although such purchases may result in significant investor returns, they involve a substantial degree of risk and may not show any return for a considerable period of time. In fact, many of these

investments ordinarily remain unpaid unless and until the company reorganises and/or emerges from bankruptcy proceedings, and as a result may have to be held for an extended period of time. The level of analytical sophistication, both financial and legal, necessary for successful investment in companies experiencing significant business and financial distress is unusually high.

There is no assurance that the Investment Manager or any Sub-Investment Manager, as the case may be, will correctly evaluate the nature and magnitude of the various factors that could affect the prospects for a successful reorganisation or similar action. In any reorganisation or liquidation proceeding relating to a company in which a Fund invests, an investor may lose its entire investment or may be required to accept cash or securities with a value less than the original investment. Under such circumstances, the returns generated from the investment may not compensate a Fund adequately for the risks assumed. Investing in distressed debt can also impose duties on the Investment Manager or the Sub-Investment Manager which may conflict with duties which it owes to a Fund.

A specific example of where the Investment Manager may have a conflict of interest is where it invests the assets of a Fund in a company in serious financial distress and where that investment leads to the Investment Manager investing further amounts of the Fund's assets in the company or taking an active role in managing or advising the company, or one of the Investment Manager's employees becomes a director or other officer of the company. In such cases, the Investment Manager or its employee may have duties to the company and/or its members and creditors which may conflict with, or not correlate with, the interests of the Shareholders of that Fund. In such cases, the Investment Manager may also have discretion to exercise any rights attaching to the Fund's investments in such a company. The Investment Manager will take such steps as it considers necessary to resolve such potential conflicts of interest fairly.

6.26 Convertible Bonds

Investments in convertible bonds may, in addition to normal bond risks and fluctuations, be subject to fluctuations in response to numerous factors, including but not limited to, variations in the periodic operating results of the issuer, changes in investor perceptions of the issuer, the depth and liquidity of the market for convertible bonds and changes in actual or forecasted global or regional economic conditions. In addition, the global bond markets have from time to time experienced extreme price and volume fluctuations. Any such broad market fluctuations may adversely affect the trading price of convertible bonds.

6.27 Contingent Convertible Bonds

Certain Funds may invest in contingent convertible bonds, as described in their respective investment policy.

A contingent convertible bond is a debt instrument which may be converted into the issuer's equity or be partly or wholly written off if a predefined trigger event occurs. The terms of the bond will set out specific trigger events and conversion rates. Trigger events may be outside of the issuer's control. A common trigger event is the decrease in the issuer's capital ratio below a given threshold. Conversion may cause the value of the investment to fall significantly and irreversibly, and in some cases even to zero.

Coupon payments on certain contingent convertible bonds may be entirely discretionary and may be cancelled by the issuer at any point, for any reason, and for any length of time.

Contrary to typical capital hierarchy, contingent convertible bond investors may suffer a loss of capital before equity holders.

Most contingent convertible bonds are issued as perpetual instruments which are callable at pre-determined dates. Perpetual contingent convertible bonds may not be called on the pre-defined call date and investors may not receive return of principal on the call date or at any date.

There are no widely accepted standards for valuing contingent convertible bonds. The price at which bonds are sold may therefore be higher or lower than the price at which they were valued immediately before their sale.

6.28 Securitised Bonds

Certain Funds may have exposure to a wide range of asset backed securities (including asset pools in credit card loans, auto loans, residential and commercial mortgage loans, collateralised mortgage obligations and collateralised debt obligations), agency mortgage pass-through securities and covered bonds. The obligations associated with these securities may be subject to greater credit, liquidity and interest rate risk compared to other fixed income securities such as government issued bonds. Asset backed securities and mortgage backed securities are securities that entitle the holders thereof to receive payments that are primarily dependent upon the cash flow arising from a specified pool of financial assets such as residential or commercial mortgages, motor vehicle loans or credit cards. Asset backed securities and mortgage backed securities are often exposed to extension and prepayment risks that may have a substantial impact on the timing and size of the cash flows paid by the securities and may negatively impact the returns of the securities. The average life of each individual security may be affected by a large number of factors such as the existence and frequency of exercise of any optional redemption and mandatory prepayment, the prevailing level of interest rates, the actual default rate of the underlying assets, the timing of recoveries and the level of rotation in the underlying assets.

6.29 Local Currency Securities

A Fund may invest in local currency securities. Such investments will be subject to the risks related to investing in emerging market securities as described above. In addition, when purchasing local Currency securities, exchange rate fluctuations may occur between the trade date for a transaction and the date on which the currency is acquired to meet settlement demands.

6.30 Subordinated Debts

A Fund may invest in subordinated debt. Subordinated debt is debt which, in the case of insolvency of the issuer, ranks after other debts in relation to repayment. Because subordinated debt is repayable after senior debts have been re-paid, the chance of receiving any repayment on insolvency is reduced and therefore subordinated debt represents a greater risk to the investor.

6.31 Equities

A Fund may invest in equity or equity-related investments. The values of equity securities may decline due to general market conditions which are not specifically related to a particular company, such as real or perceived adverse economic conditions, changes in the general outlook for corporate earnings, changes in interest or currency rates or adverse investor sentiment generally. They may also decline due to factors which affect a particular industry or industries, such as labour shortages or increased production costs and competitive conditions within an industry. Equity securities generally have greater price volatility than fixed income securities.

6.32 Loans

A Fund may invest in fixed and floating rate loans from one or more financial institutions ("lender(s)") to a borrower ("borrower") by way of (i) assignment/transfer of; or (ii) participation in the whole or part of the loan amount outstanding. Participations typically will result in the Fund having a contractual relationship only with a lender as grantor of the participation but not with the borrower. The Fund acquires a participation interest only if the lender(s) interpositioned between the Fund and the borrower is determined by the Investment Manager to be creditworthy. When purchasing loan participations, a Fund assumes the economic risk associated with the corporate borrower and the credit risk associated with an interposed bank or other financial intermediary. Loan assignments typically involve a transfer of debt from a lender to a third party. When purchasing loan assignments, a Fund assumes the credit risk associated with the corporate borrower only. Such loans may be secured or unsecured. Loans that are fully secured offer a Fund more protection than an unsecured loan in the event of non-payment of scheduled interest or principal. However, there is no assurance that the liquidation of collateral from a secured loan would satisfy the corporate borrower's obligation. In addition, investments in loans through a direct assignment include the risk that if a loan is terminated, a Fund could become part owner of any collateral, and would bear the costs and liabilities associated with owning and disposing of the collateral. Loan participations typically represent direct participation in a loan to a corporate borrower, and generally are offered by banks or other financial

institutions or lending syndicates. A loan is often administered by an agent bank acting as agent for all holders. Unless, under the terms of the loan or other indebtedness, a Fund has direct recourse against the corporate borrower, the Fund may have to rely on the agent bank or other financial intermediary to apply appropriate credit remedies against a corporate borrower. The loan participations or assignments in which a Fund invests may not be rated by any internationally recognized rating service.

6.33 Unlisted Securities

A Fund may invest in unlisted securities within the investment restrictions as further detailed in Section 10 below. In general there is less governmental regulation and supervision of transactions in the unlisted securities markets than for transactions entered into on organised exchanges. In addition, many of the protections afforded to participants on some organised exchanges, such as the performance guarantee of an exchange clearing house, may not be available in connection with unlisted securities. Therefore, any Fund investing in unlisted securities will be subject to the risk that its direct counterparty will not perform its obligations under the transactions and that the Fund will sustain losses. Additional risks in relation to unlisted financial derivatives are set out below.

6.34 Derivatives

General

A portion of a Fund's investments may consist of financial derivative instruments, to reduce risks or costs or to generate additional capital or income. Specific Funds may use more complex derivative investment instruments. The use of derivatives by each Fund is set out in more detail in the relevant Supplement. Generally, derivative instruments are financial contracts whose value depend upon, or is derived from, the value of an underlying asset, reference rate or index, and may relate to stocks, bonds, high yield debt securities, interest rates, currencies or currency exchange rates and related indexes. Examples of derivative instruments which a Fund may use include options contracts, futures contracts, options on futures contracts, swap agreements (including credit swaps, credit default swaps, total return swaps, options on swap agreements, straddles, forward currency exchange contracts and structured notes). A Fund's use of derivative instruments involves risks different from, or possibly greater than, the risk associated with investing directly in the underlying asset. The following sets out important risk factors investors should understand and consider in relation to derivative instruments.

Counterparty risk

In accordance with its investment objective and policy, a Fund may trade 'over-the-counter' (OTC) financial derivative instruments such as non-exchange traded securities, futures and options, forwards, swaps (including total return swaps) or contracts for difference. Such OTC financial derivative instruments will be safe-kept with the Custodian. Entering into transactions on the OTC markets will expose the Fund to the credit of its counterparties and their ability to satisfy the terms of the contracts. In the event of a bankruptcy or insolvency of a counterparty, the Fund could experience delays in liquidating the position and significant losses, including declines in the value of its investments during the period in which the Fund seeks to enforce its rights, inability to realise any gains on its investments during such period and fees and expenses incurred in enforcing its rights. There is also a possibility that the above agreements and derivative techniques are terminated due, for instance, to bankruptcy, supervening illegality or change in the tax or accounting laws relative to those at the time the agreement was originated. However, this risk is limited in view of the limits and rules laid down in Section 10.1 "Investment Restrictions" and Section 10.2 "Investment Techniques and Instruments". In particular the Investment Manager or the Sub-Investment Manager, as the case may be, will aim to mitigate the counterparty risk by receiving collateral in accordance with such Section.

Leverage Risk

Derivative instruments allow the Funds to gain a larger exposure to asset values than the amount the Funds invest. As a result, losses on derivative instruments can exceed the amount invested in them which may impact the value of the Funds as a whole.

6.35 Management Risk

Derivative instruments are highly specialised instruments that require investment techniques and risk analysis different from those associated with securities. The use of a derivative instrument requires an understanding not only of the underlying asset but also of the derivative instrument itself, without the benefit of observing the performance of the derivative instrument under all possible market conditions.

6.36 Liquidity Risk

Liquidity risk exists when a particular derivative instrument is difficult to purchase or sell. If a derivative transaction is particularly large or if the relevant market is less liquid (as is the case with many privately negotiated derivatives), it may not be possible to initiate a transaction or liquidate a position at an advantageous time or price.

6.37 Market and Other Risks

Like most other investments, derivative instruments are subject to the risk that the market value of the instrument will change in a way detrimental to a Fund's interest. While some strategies involving derivative instruments can reduce the risk of loss, they can also reduce the opportunity for gain or even result in losses by offsetting favourable price movements in other Fund investments.

6.38 Unlisted instruments

For unlisted instruments, or OTC derivative instruments, where two parties contract directly rather than through an exchange, a Fund will usually have a contractual relationship only with the counterparty of such unlisted instrument and not the reference obligor on the reference obligation. The Fund generally will have no right directly to enforce compliance by the reference obligor with the terms of the reference obligation nor any rights of set-off against the reference obligor, may be subject to set-off rights exercised by the reference obligor against the counterparty or another person or entity, and generally will not have any voting or other contractual rights of ownership with respect to the reference obligation. The Fund will not directly benefit from any collateral supporting the reference obligation and will not have the benefit of the remedies that would normally be available to a holder of such reference obligation. In addition, in the event of the insolvency of the counterparty, the Fund will be treated as a general creditor of such counterparty, and will not have any claim with respect to the reference obligation. Consequently, the Fund will be subject to the credit risk of the counterparty as well as that of the reference obligor. As a result, concentrations of OTC derivative instruments entered into with any one counterparty will subject the Fund to an additional degree of risk with respect to defaults by such counterparty as well as by the reference obligor. Additionally, while the Investment Manager or a Sub-Investment Manager, as the case may be expects that the returns on an OTC derivative instrument will generally reflect those of the related reference obligation, as a result of the terms of the OTC derivative instrument and the assumption of the credit risk of the OTC derivative instrument counterparty, an OTC derivative instrument may have a different expected return, a different (and potentially greater) probability of default and expected loss characteristics following a default, and a different expected recovery following default.

Additionally, when compared to the reference obligation, the terms of an OTC derivative instrument may provide for different maturities, distribution dates, interest rates, interest rate references, credit exposures, or other credit or non-credit related characteristics. Upon maturity, default, acceleration or any other termination (including a put or call) other than pursuant to a credit event (as defined therein) of the OTC derivative instrument, the terms of the OTC derivative instrument may permit or require the issuer of such OTC derivative instrument to satisfy its obligations under the OTC derivative instrument by delivering to the relevant Fund securities other than the reference obligation or an amount different than the then current market value of the reference obligation.

6.39 Credit Linked Notes

Credit linked notes and similar structured notes involve a counterparty structuring a note whose value is intended to move in line with the underlying security specified in the note. Unlike financial derivative instruments, cash is transferred from the buyer to the seller of the note. In the event that the counterparty (structurer of the note) defaults, the risk to the Fund is to that of the counterparty, irrespective of the value of the underlying security within the note. Additional risks result from the fact

that the documentation of such notes programmes tends to be highly customised. The liquidity of a credit linked note or similar notes can be less than that for the underlying security, a regular bond or debt instrument, and this may adversely affect either the ability to sell the position or the price at which such a sale is transacted.

6.40 Securities Lending, Borrowing Transactions and Repurchase Agreements

Securities lending transactions and repurchase agreements involve additional risks to financial derivative instruments in that: (i) in the event of the failure of the counterparty with which cash of a Fund has been placed there is the risk that collateral received may realise less than the cash placed out, whether because of inaccurate pricing of the collateral, adverse market movements or a deterioration in the credit rating of issuers of the collateral; (ii) locking cash in transactions of excessive size or duration, delays in recovering cash placed out or difficulty in realising collateral may restrict the ability of the Company to meet redemption requests, security purchases or, more generally, reinvestment, which may entail liquidity risks, and/or (iii) in the event of the insolvency of the counterparty or it is otherwise unable or refuses to honour its obligations to return securities or cash to the Fund as required by the terms of the transaction. The Fund may also incur operational risks such as, inter alia, non-settlement or delay in settlement of instructions, failure or delays in satisfying delivery obligations under sales of securities, and legal risks related to the documentation used in respect of such transactions.

Counterparty risk is generally mitigated by the transfer or pledge of collateral in favour of the Fund. However, there are certain risks associated with collateral management, including difficulties in selling collateral and/or losses incurred upon realization of collateral, as described below.

6.41 Collateral Management

Counterparty risk arising from investments in OTC financial derivative instruments and securities lending transactions, repurchase agreements is generally mitigated by the transfer or pledge of collateral in favour of the Fund. However, transactions may not be fully collateralised. Fees and returns due to the Fund may not be collateralised. If a counterparty defaults, the Fund may need to sell non-cash collateral received at prevailing market prices. In such a case the Fund could realise a loss due, inter alia, to inaccurate pricing or monitoring of the collateral, adverse market movements, deterioration in the credit rating of issuers of the collateral or illiquidity of the market on which the collateral is traded. Difficulties in selling collateral may delay or restrict the ability of the Fund to meet redemption requests.

A Fund may also incur a loss in re-investing cash collateral received, where permitted. Such a loss may arise due to a decline in the value of the investments made. A decline in the value of such investments would reduce the amount of collateral available to be returned by the Fund to the counterparty as required by the terms of the transaction. The Fund would be required to cover the difference in value between the collateral originally received and the amount available to be returned to the counterparty, thereby resulting in a loss to the Fund.

6.42 Investment Funds

The investments of the Funds in other collective investment funds may result in an increase of total operating, administration, Custodian, management and performance fees/expenses. However the Investment Manager will seek to negotiate a reduction in management fees and any such reduction will be for the sole benefit of the relevant Fund.

6.43 AEOI

General

On 29 November 2013, the Cayman Islands government entered into the US IGA in connection with the implementation of FATCA. The US IGA is intended to result in the automatic exchange of tax information under FATCA. The two governments have also signed a Tax Information Exchange Agreement which outlines the legal channels through which tax information will automatically be exchanged.

On 4 July 2014, the Cayman Islands government issued the US FATCA Regulations to accompany the TIA Law. The US FATCA Regulations implement the provisions of the US IGA. The US FATCA

Regulations provide for the identification of and reporting on certain direct and indirect US investors who are US citizens, and impact the Company and its investors.

Investors in the Company will be required to provide identifying information to the Company in order for the Company to correctly classify the investor for the purposes of US FATCA, and should note that in the event an investor does not supply such information on request, such investor may be classified as a 'US Reportable Account' and information pertaining to such investor (and its holding in the Company) may be passed to the TIA or its delegate, who may then provide it to the IRS. Each investor should also note that any information provided to the Company which identifies its direct or indirect ownership of an interest in the Company may be reported to the TIA and/or the IRS.

On 29 October 2014, the Cayman Islands along with 50 other jurisdictions signed a Multilateral Competent Authority Agreement to demonstrate its commitment to implement the CRS. Local regulations, which require due diligence to be undertaken on new and pre-existing accounts, were enacted on 16 October 2015 and 19 December 2016 with reporting on such accounts commencing during 2017. More than 100 countries have since agreed to implement the CRS, which imposes similar reporting and other obligations as the US IGA with respect to investors who are tax resident in other signatory jurisdictions. The Company will be required to report to the TIA on an annual basis, with account information being disseminated by the TIA to tax authorities around the globe. The Cayman Islands government may also enter into additional agreements with other countries in the future, and additional countries may adopt CRS, which will likely further increase the reporting and/or withholding obligations of the Company.

Each investor acknowledges that the Company may take such action as it considers necessary in relation to such investor's holding or redemption proceeds to ensure that any withholding tax payable by the Company, and any related costs, interest, penalties and other losses and liabilities suffered by the Company, the Administrator or any other investor, or any agent, delegate, employee, director, officer, manager, member or affiliate of any of the foregoing persons pursuant to AEOL, arising from such investor's failure to provide the requested information to the Company, is economically borne by such investor.

Consequences for Investors as a result of AEOL

The Company may take such action as it considers necessary in relation to an investor's holding or redemption proceeds, as a result of relevant legislation and regulations, including but not limited to, AEOL, as further detailed in the section of this Offering Memorandum entitled "Taxation". Such actions may include, but are not limited to the following:

1. The disclosure by the Company, the Administrator or such other service provider or delegate of the Company, of certain information relating to an investor to the TIA or equivalent authority and any other foreign government body as required by AEOL. Such information may include, without limitation, confidential information such as financial information concerning an investor's investment in the Company, and any information relating to any shareholders, principals, partners, beneficial owners (direct or indirect) or controlling persons (direct or indirect) of such investor.
2. The Company may compulsorily redeem any Participating Shares held by an investor in accordance with the terms of this Offering Memorandum and may deduct relevant amounts from a recalcitrant investor so that any withholding tax payable by the Company or any related costs, debts, expenses, obligations or liabilities (whether internal or external to the Company) are recovered from such investor(s) whose action or inaction (directly or indirectly) gave rise or contributed to such taxes, costs or liabilities. Failure by an investor to assist the Company in meeting its obligations pursuant to AEOL may therefore result in pecuniary loss to such investor.

7. THE SHARES

7.1 General

The Shares of each Fund will be offered in registered form and will be issued without certificates. Fractions of Shares will be issued up to four decimal places. All Shares must be fully paid upon issue. Subject to the restrictions described below, Shares of each Class of each Fund are freely transferable and are each entitled to participate equally in the profits and liquidation proceeds attributable to that Class. The rules governing such allocation are set forth below. The Shares carry no preferential or pre-emptive rights. The Board of Directors may restrict or prevent the ownership of Shares by any person, firm or corporation if the ownership is such that it may be contrary to the interests of the Company or of the majority of its Shareholders or of any Fund or Class therein. Where it appears to the Board of Directors that a person who is precluded from holding Shares, either alone or in conjunction with any other person, is a beneficial owner of Shares, the Company may proceed to compulsorily redeem all Shares so owned. The Board of Directors may fix minimum subscription amounts for each Class, which, if applicable, are detailed in the relevant Supplement.

Further information in relation to the subscription, conversion and redemption of Shares is set out below.

7.2 Eligible investors

Shares are available for subscription only for professional, UHNWI or institutional investors subject to any restrictions contained in the Articles and the applicable Supplement.

The applicable Application Form requires each prospective applicant for Shares to represent and warrant to the Company that, among other things, it is able to acquire and hold Shares without violating any applicable laws.

The Shares may not be offered, issued or transferred to any person in circumstances which, in the opinion of the Directors, might result in the Company or the Investment Manager incurring any liability to taxation or suffering any other pecuniary, regulatory, material administrative or other disadvantage which the Company or the Investment Manager might not otherwise incur or suffer, or might result in the Company, the relevant Fund or the Investment Manager being required to register under any applicable US or other securities laws.

Certain Classes of Shares may be issued to eligible employees of the Investment Manager or its affiliates and family members of such persons, including in Funds formed for the benefit of such persons. No Management Fee or Performance Fee will be paid in respect of or by reference to any such Class of Shares.

7.3 Subscription for Shares

The Subscription Day for all Classes will be set out in the relevant Supplement for that Class. Subscription forms must be received at the latest by the relevant Dealing Cut Off; unless such other notice period is agreed by any one Director from time to time or is specified separately for any Fund in the relevant Supplement. Shares of each Class shall be allotted on the Subscription Day at the net asset value per Share of such Class determined as of the applicable Valuation Day, plus any applicable sales charge. The initial subscription price for each new Class will be specified in the relevant Supplement.

The applicable sales charge for each Class of each Fund has been detailed in the relevant Supplement.

Unless otherwise set out in the relevant Supplement, payment for Shares must be received by the Administrator at the latest by the relevant Dealing Cut Off. The Board of Directors reserves the right to accept or refuse any application in whole or in part and for any reason. The Company may also limit the distribution of Shares of a given Class or Fund to specific countries. The issue of Shares of a given Class shall be suspended whenever the determination of the net asset value per Share of such Class is suspended by the Company (see Section 4.8 "Temporary Suspension of Issues, Redemptions and Conversions").

The Company may accept payment for subscriptions in a Fund in the form of securities and other instruments, provided that such securities or instruments in the opinion of the Investment Manager

or the Sub-Investment Manager, as the case may be, comply with the investment objectives and policies of such Fund and in compliance with the conditions set forth by applicable law and subject to a valuation report from the Auditor which shall be available for inspection. Any costs incurred in connection with a contribution in kind of securities or other instruments shall be borne by the relevant Shareholders. Subscriptions in kind will have to be previously and expressly authorized by the Board of Directors, the Investment Manager or the Sub-Investment Manager, as the case may be.

The Company, the Investment Manager and the Administrator will at all times comply with any obligations imposed by any applicable laws, rules and regulations with respect to money laundering, as they may be amended or revised from time to time, and will furthermore adopt procedures designed to ensure, to the extent applicable, that they shall comply with the foregoing undertaking, as further detailed below in Section 7.11.

Confirmation of completed subscriptions will be mailed, at the risk of the Shareholder, to the address indicated in the Shareholder's application, within 10 Business Days following the issue of Shares. The Investment Manager as Global Distributor may enter into agreements with certain distributors pursuant to which they agree to act as, or appoint nominees for, investors subscribing for Shares through their facilities (distribution and nominee agreements). In such capacity the distributor may arrange subscriptions, conversions and redemptions of Shares in a nominee name on behalf of individual investors and request the registration of such operations on the register of Shareholders of the Company in such nominee name. The nominee/distributor maintains its own records and provides the investor with individualised information as to its holdings of Shares in the Company.

7.4 Class Descriptions, Eligibility for Shares, Minimum Subscription and Holding Amounts

The Board of Directors may from time to time decide to create within each Fund different Classes which may have any combination of distinctive features.

Classes may differ in their minimum initial and additional subscription amounts, minimum holding amount, eligibility requirements, and applicable fees and expenses, as detailed in the relevant Supplement.

Each Class, where available, may be offered in the Reference Currency of the relevant Fund, or may be denominated in any other currency as determined from time to time by the Board of Directors. Classes not denominated in the Reference Currency of the relevant Fund may be hedged against the Reference Currency of such Fund as further described in the relevant Supplement.

Hedged Currency Classes

A Fund does not hold a separate portfolio of assets relating to each Class of the same Fund. The assets and liabilities of each Class are allocated on a percentage basis. In the case of hedged currency Classes, a Fund may incur liabilities in connection with currency hedging transactions carried out in relation to and for the benefit of a single Class. With respect to Funds with different currency Classes, currency hedging transactions for one Class may in extreme cases adversely affect the net asset value of other Classes within the same Fund.

Initial Offering Price

The initial offering price for the respective currencies of each Class of each Fund are set out in the relevant Supplement and can be obtained from the registered office of the Fund, the Investment Manager or the Administrator request.

Minimum Subscription and Holding Amount and Minimum Additional Subscription Amount

The minimum subscription amount, minimum holding amount and minimum additional subscription amount requirements in relation to the relevant Class type are stated in the relevant Supplement. Where no minimum amount is specified for a particular Class, no minimum amount is applicable. The availability of any Class may differ from Fund to Fund.

Where a Shareholder wishes to add to its holding in a given Class, the additional subscription amount must be at least the amount set out in the relevant Supplement (or specified by the Board of Directors). The Board of Directors is not obliged to accept additional subscriptions falling below the specified amount.

The Board of Directors and the Investment Manager have the discretion, from time to time, to waive any applicable minimum subscription amounts subject to a minimum of USD100,000 in accordance with Cayman Islands law. The Board of Directors may, at any time, decide to compulsorily redeem all Shares from Shareholders whose holdings would, as a result of application for partial redemption of its Shares, be less than the minimum subscription amount or who consequently fail to satisfy any other applicable eligibility requirements set out in the relevant Supplement. In such case, the Shareholder concerned will receive 5 Business Days' prior notice so as to be able to increase its holding above such amount or otherwise satisfy the eligibility requirements.

7.5 Conversion of Shares

Subject to any suspension of the determination of the net asset values concerned, Shareholders have the right to convert all or part of their Shares of any Class into Shares of a Class in another Fund or into Shares of another existing Class of the same Fund by applying for conversion in the same manner as for the redemption and issue of Shares. However, the right to convert Shares is subject to compliance with any conditions (including any minimum subscription amounts) applicable to the Class into which the conversion is to be effected. Therefore, if, as a result of a conversion, the value of a Shareholder's holding in the new Class would be less than the minimum subscription amount specified in the relevant Supplement, the Company may decide not to accept the request for conversion of the Shares. In addition, if, as a result of a conversion, the value of a Shareholder's holding in the original Class would become less than the relevant minimum subscription amount, the Shareholder may be deemed (if the Company so decides) to have requested the conversion of all of its Shares.

The number of Shares issued upon conversion will be based upon the respective net asset values of the two Classes concerned on the Valuation Day in respect of which the conversion request is processed.

Requests for Conversion between Classes in the same Fund

For Conversions between different Classes in the same Fund, conversion requests received in good order prior to the Dealing Cut Off will be processed on the basis of the following Valuation Day. Requests received after the Dealing Cut Off will be deferred to the next Valuation Day in the same manner as for the issue and redemption of Shares.

Requests for Conversion between Classes in different Funds

For Conversions between Classes in different Funds, conversion requests received in good order prior to the Dealing Cut Off will be processed on the basis of the following Valuation Day. Requests received after the Dealing Cut Off will be deferred to the following common Valuation Day in the same manner as for the issue and redemption of Shares.

For the avoidance of doubt, for conversions between Classes in different Funds, the notification period for conversion requests shall be the same as the notification period for redemptions applicable to the Fund from which conversion is requested. The number of Shares issued upon conversion will be based upon the respective net asset value of the Shares of the relevant Funds on the Valuation Day in respect of which the conversion request is accepted and will be calculated as follows:

$$A = (B \times C \times D) / E$$

A is the number of Shares to be allocated in the new Fund/Class

B is the number of Shares to be converted in the original Fund/Class

C is the net asset value on the applicable Valuation Day of the Shares to be converted in the initial Fund/Class

D is the exchange rate applicable on the effective transaction day for the currencies of the two Funds/Classes

E is the net asset value on the applicable Valuation Day of the Shares to be allocated in the new Fund/Class

After the conversion, the Administrator will inform the Shareholder(s) as to the number of new Shares obtained as a result of the conversion, as well as the net asset value.

7.6 Redemption of Shares

The Redemption Day for all Classes will be set out in the relevant Supplement for that Class. Any Shareholder may apply for redemption of its Shares in part or in whole by the relevant Dealing Cut Off by submitting a redemption form. Redemptions shall be effected on the relevant Redemption Day at the net asset value per Share of the relevant Class determined on the applicable Valuation Day, minus any applicable adjustments for swing pricing. Redemption payments will be made in the Reference Currency of the relevant Class and the Administrator will issue payment instructions to the Custodian for payment normally no later than three Business Days after the relevant Redemption Day (except as otherwise may be specified in the relevant Supplement). The Board of Directors reserves the right in exceptional circumstances to extend the period for payment of redemption proceeds to such period, not exceeding 10 Business Days, as shall be necessary to repatriate proceeds of the sale of investments in the event of impediments due to exchange control regulations or other relevant constraints in the market in which a substantial part of the assets of a Fund are invested or in exceptional circumstances where a Fund is unable to meet a redemption request within three Business Days after the relevant Redemption Day. Any Shareholder may elect to redeem Shares in specie, provided that the Company determines that the redemption would not be detrimental to the remaining Shareholders and the redemption is effected in compliance with applicable law, and subject to a valuation report from the Auditor which shall be available for inspection. Any costs incurred in connection with redemptions in kind shall be borne by the relevant Shareholders. Redemptions in kind are subject to the prior and express authorization of the Board of Directors or its duly appointed delegate and the relevant Shareholder.

If, as a result of a redemption, the value of a Shareholder's holding falls below the relevant minimum holding amount, that Shareholder may be deemed (if the Board of Directors so decides) to have requested redemption of all of its Shares.

Shareholders are required to notify the Administrator immediately in the event that they are or become US Persons or hold Shares for the account or benefit of US Persons or otherwise hold Shares in breach of any law or regulation or otherwise in circumstances having, or which may have, adverse regulatory, tax or fiscal consequences for the Company or the Shareholders or which may otherwise be detrimental to the interests of the Company. If the Board of Directors becomes aware that a Shareholder (a) is a US Person or is holding Shares for the account of a US Person, (b) is holding Shares in breach of any law or regulation or otherwise in circumstances having, or which may have, adverse regulatory, tax or fiscal consequences for the Company or the Shareholders or which may otherwise be detrimental to the interests of the Company, the Board of Directors may compulsorily redeem the Shares in accordance with the provisions of the Articles. Additionally, if requests for redemption of more than 5% of the total number of Shares in issue of any Fund are received, subject to the restrictions specified above, the Board of Directors may decide that such redemption requests be deferred for a period considered to be in the best interest of the Fund, from the date the relevant redemption requests were received to allow for the disposal of assets by the relevant Fund in order to realise the proceeds required to meet such requests. Redemption requests which have not been dealt with because of such deferral will be given priority as if the request had been made for the next following Redemption Day until completion of full settlement of the original requests. Redemption of Shares of a given Fund shall be suspended whenever the determination of the net asset value per Share of such Fund is suspended by the Company for the reasons listed under Section 4.8 ("Temporary Suspension of Issues, Redemptions and Conversions"). From time to time it may be necessary for the Company to borrow on a temporary basis to fund redemptions. For restrictions applicable to the Company's ability to borrow, see Section 10.1 "Investment Restrictions".

Anti-Money Laundering

Investors should note that the Directors or the Administrator may refuse to accept (or, in the case of the Administrator, process) a redemption request or may withhold payment of any redemption proceeds if a redemption request is not accompanied by such additional information as they, or the Administrator on their behalf, may reasonably require. This power may, without limitation to the generality of the foregoing, be exercised where proper information has not been provided for anti-money laundering verification purposes as described in Section 7.11 ("Anti-Money Laundering and Sanctions").

7.7 Transfer of Shares

Subject to the provisions of Section 7.2, the transfer of registered Shares may normally be effected by delivery to the Administrator of an instrument of transfer in appropriate form signed by both the transferor and the transferee. Shareholders are advised to contact the Administrator prior to requesting a transfer to ensure that they have all the correct documentation for the transaction. The Company and the Investment Manager have an absolute discretion to refuse to register a transfer of Shares.

7.8 Late Trading and Market Timing

The Company and the Administrator ensure that the practices of late trading and market timing will be eliminated in relation to the distribution of Shares. The Dealing Cut-Off times mentioned in this Section 7 will be observed rigidly and any decision to accept trades will be done on the basis that it will not prejudice the interests of the other Shareholders. Investors do not know the net asset value per Share at the time of their request for subscription, redemption, or conversion. Subscriptions, redemptions and conversions of Shares should be made for investment purposes only. The Company, the Administrator, and the Investment Manager do not permit market-timing or other excessive trading practices. Excessive, short-term trading practices may disrupt portfolio management strategies and harm the Company's performance. To minimise harm to the Company and the Shareholders, the Administrator on its behalf has the right to reject any subscription or conversion order, or levy a fee of up to 2% of the value of the order for the benefit of the Company from any investor who is believed to engage in excessive trading or has a history of excessive trading or if an investor's trading, in the opinion of the Administrator, has been or may be disruptive to the Company or any of the Funds. In making this judgment, the Administrator may consider trading done in multiple accounts under common ownership or control.

Moreover, the Company and/or Administrator have the power to redeem all Shares held by a Shareholder who is or has been engaged in excessive trading. The Administrator, the Investment Manager, and the Company will not be held liable for any loss resulting from rejected orders or mandatory redemptions.

7.9 Data Protection

Prospective investors should note that personal data must be supplied in order for an investment in the Company to be made and for that investment in the Company to continue. Certain personal data must be supplied to enable the investment to be redeemed. If the required personal data is not provided, a prospective investor will not be able to invest or continue to invest in the Company.

Under the Data Protection Legislation, individual data subjects have rights and the Company as data controller has obligations with respect to the processing of personal data by the Company and its affiliates and delegates, including but not limited to the Administrator. Breach of the Data Protection Legislation by the Company could lead to enforcement action.

The Administrator will be in charge of collecting personal data of the prospective investors and of the Shareholders. Details on the management of personal data by the Administrator are set out in the Administration Agreement.

If you are an individual prospective investor, the processing of personal data by and on behalf of the Company is directly relevant to you. If you are an institutional investor that provides personal data on individuals connected to you for any reason in relation to your investment with us (for example directors, trustees, employees, representatives, shareholders, investors, clients, beneficial owners or agents), this will be relevant for those individuals and you should transmit the privacy notice to such individuals or otherwise advise them of its content.

7.10 Investors rights

The Company draws the investors' attention to the fact that any investor will only be able to fully exercise his investor rights directly against the Company if the investor is registered himself and in his own name in the shareholders' register of the Company. In cases where an investor invests in the Company through an intermediary or a nominee investing into the Company in his own name but on behalf of the investor, it may not always be possible for the investor to exercise certain shareholder rights directly against the Company. Investors are advised to take advice on their rights.

7.11 Anti-Money Laundering and Sanctions

The Company and the Administrator have statutory obligations, under the laws of the Cayman Islands and the United States, to comply with regulations aimed at the prevention of money laundering. Subscribers will be required to make certain representations and warranties in the Application Form in connection with these laws.

In order to comply with legislation or regulations aimed at the prevention of money laundering the Company is required to adopt and maintain anti-money laundering procedures, and may require subscribers to provide evidence to verify their identity, the identity of their beneficial owners/controllers (where applicable), and source of funds. Where permitted, and subject to certain conditions, the Company may also delegate the maintenance of its anti-money laundering procedures (including the acquisition of due diligence information) to a suitable person.

The Company, and the Administrator on the Company's behalf, reserve the right to request such information as is necessary to verify the identity and the source of funds of a Shareholder (i.e. a subscriber or a transferee) and the identity of their beneficial owners/controllers (where applicable). Where the circumstances permit, the Company, or the Administrator on the Company's behalf, may be satisfied that full due diligence may not be required at subscription where an exemption applies under the Anti-Money Laundering Regulations (2019 Revision) of the Cayman Islands, as amended and revised from time to time or any other applicable law. However, detailed verification information may be required prior to the payment of any proceeds from or any transfer of an interest in Shares.

In the event of delay or failure on the part of the subscriber in producing any information required for verification purposes, the Company, or the Administrator on the Company's behalf, may refuse to accept the application, or if the application has already occurred, may suspend or redeem the Share(s), in which case any funds received will be returned without interest to the account from which they were originally debited.

The Company, and the Administrator on the Company's behalf, also reserve the right to refuse to make any redemption or dividend payment to a Shareholder if the Directors or the Administrator suspect or are advised that the payment of redemption or dividend proceeds to such Shareholder may be non-compliant with applicable laws or regulations, or if such refusal is considered necessary or appropriate to ensure the compliance by the Company or the Administrator with any applicable laws or regulations.

If any person in the Cayman Islands knows or suspects or has reasonable grounds for knowing or suspecting that another person is engaged in criminal conduct or money laundering or is involved with terrorism or terrorist financing and property and the information for that knowledge or suspicion came to their attention in the course of business in the regulated sector, or other trade, profession, business or employment, the person will be required to report such knowledge or suspicion to (i) the Financial Reporting Authority ("**FRA**") of the Cayman Islands, pursuant to the Proceeds of Crime Law (2018 Revision) of the Cayman Islands if the disclosure relates to criminal conduct or money laundering, or (ii) a police officer of the rank of constable or higher, or the FRA, pursuant to the Terrorism Law (2018 Revision) of the Cayman Islands, if the disclosure relates to involvement with terrorism or terrorist financing and property. Such a report shall not be treated as a breach of confidence or of any restriction upon the disclosure of information imposed by any enactment or otherwise.

The details given above are by way of example only and the Company, any distributor, the Investment Manager or the Administrator, as applicable, will request such information and documentation as it considers is necessary to verify the identity and source of funds of an applicant. In the event of delay or failure by the applicant to produce any information required for anti-money laundering verification purposes, the Company, any distributor, the Investment Manager or the Administrator, as applicable, may refuse to accept an application for Shares in which case any funds received will be returned without interest to the account from which they were originally debited.

The Company, any distributor, the Investment Manager or the Administrator, as applicable, also reserve the right to refuse to make any redemption payment to a Shareholder if the Directors or the Administrator suspect or are advised that the payment of redemption proceeds to such Shareholder might result in a breach of applicable anti-money laundering or other laws or regulations by any person in any relevant jurisdiction or if such refusal is considered necessary or appropriate to ensure

the compliance by the Company and the Administrator with any such laws or regulations in any relevant jurisdiction.

Each applicant for Shares acknowledges and agrees that the information provided by the applicant for verification purposes may be shared between the Company, any distributor and the Investment Manager in respect of those Shares (to the extent applicable) and the Administrator and that such information may be disclosed to a regulator or court, as may be required by applicable law or regulation.

Each applicant acknowledges that the Company, any distributor, the Manager, the Investment Manager and the Administrator, as applicable, will be held harmless against any loss arising as a result of a failure to process its application for the issue or redemption of Shares if the information and documentation requested by Company, any distributor, the Investment Manager or the Administrator, as applicable, has not been provided by the applicant.

The Company, any distributor, the Investment Manager and/or the Administrator, as applicable, may develop additional procedures to comply with applicable anti-money laundering laws and regulations.

Cayman Islands

As part of the Company's responsibility for the prevention of money laundering, the Company and the Administrator (including its affiliates, subsidiaries or associates) will require a detailed verification of the applicant's identity and the source of payment. Depending on the circumstances of each application, a detailed verification might not be required where:

1. the applicant is a relevant financial business required to comply with the Anti-Money Laundering Regulations (as amended) of the Cayman Islands or is a majority-owned subsidiary of such a business; or
2. the applicant is acting in the course of a business in relation to which a regulatory authority exercises regulatory functions and which is in a country listed by the Cayman Islands Anti-Money Laundering Steering Committee ("**Equivalent Jurisdiction**") or is a majority-owned subsidiary of such an applicant; or
3. the applicant is a central or local government organisation, statutory body or agency of government in the Cayman Islands or an Equivalent Jurisdiction; or
4. the applicant is a company that is listed on a recognised stock exchange and subject to disclosure requirements which impose requirements to ensure adequate transparency of beneficial ownership, or is a majority-owned subsidiary of such a company; or
5. the applicant is a pension fund for a professional association, trade union or is acting on behalf of employees of an entity referred to in sub-paragraphs (1) to (4); or
6. the application is made through an intermediary which falls within one of sub-paragraphs (1) to (5). In this situation the Company may rely on a written assurance from the intermediary which confirms (i) that the requisite identification and verification procedures on the applicant for business and its beneficial owners have been carried out; (ii) the nature and intended purpose of the business relationship; (iii) that the intermediary has identified the source of funds of the applicant for business; and (iv) that the intermediary shall make available copies of any identification and verification data or information and relevant documents.

Alternatively, if the subscription payment is remitted from an account (or joint account) held in the applicant's name at a bank in the Cayman Islands or a bank regulated in an Equivalent Jurisdiction, a detailed verification might not be required at the time of subscription. In this situation the Company may require evidence identifying the branch or office of the bank from which the monies have been transferred, verify that the account is in the name of the applicant and retain a written record of such details. However, a detailed verification will need to be carried out prior to any redemption.

The Company and the Administrator reserve the right to request such information as is necessary to verify the identity of an applicant. In the event of delay or failure by the applicant to produce any

information required for verification purposes, the Administrator will refuse to accept the application and the subscription monies relating thereto.

If any person who is resident in the Cayman Islands (including the Administrator) has a suspicion that a payment to the Company (by way of subscription or otherwise) contains the proceeds of criminal conduct that person is required to report such suspicion pursuant to the Proceeds of Crime Law (as amended) of the Cayman Islands.

By subscribing, applicants consent to the disclosure by the Company and the Administrator of any information about them to regulators and others upon request in connection with money laundering and similar matters both in the Cayman Islands and in other jurisdictions.

Pursuant to the Anti-Money Laundering Regulations (as amended) of the Cayman Islands, the Company must designate natural persons to act as its Anti-Money Laundering Compliance Officer, Money Laundering Reporting Officer and Deputy Money Laundering Reporting Officer (the "**AML Officer Roles**"). The Directors have ensured that natural persons have been designated to perform the AML Officer Roles in accordance with Cayman Islands law. Investors can obtain further information in respect of the AML Officer Roles from the Directors or the Investment Manager.

Sanctions

The Company is subject to laws that restrict it from dealing with entities, individuals, organisations and/or investments which are subject to applicable sanctions regimes.

Accordingly, the Company will require the subscriber to represent and warrant, on a continuing basis, that it is not, and that to the best of its knowledge or belief its beneficial owners, controllers or authorised persons (**Related Persons**) (if any) are not; (i) named on any list of sanctioned entities or individuals maintained by the US Treasury Department's Office of Foreign Assets Control (**OFAC**) or pursuant to European Union (**EU**) and/or United Kingdom (**UK**) Regulations (as the latter are extended to the Cayman Islands by Statutory Instrument), (ii) operationally based or domiciled in a country or territory in relation to which sanctions imposed by the United Nations, OFAC, the EU and/or the UK apply, or (iii) otherwise subject to sanctions imposed by the United Nations, OFAC, the EU or the UK (including as the latter are extended to the Cayman Islands by Statutory Instrument) (collectively, a **Sanctions Subject**).

Where the subscriber or a Related Person is or becomes a Sanctions Subject, the Company may be required immediately and without notice to the subscriber to cease any further dealings with the subscriber and/or the subscriber's interest in the Company until the subscriber ceases to be a Sanctions Subject, or a licence is obtained under applicable law to continue such dealings (a **Sanctioned Persons Event**). The Company, the Directors, the Administrator and the Investment Manager shall have no liability whatsoever for any liabilities, costs, expenses, damages and/or losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of revenue, loss of reputation and all interest, penalties and legal costs and all other professional costs and expenses) incurred by the subscriber as a result of a Sanctioned Persons Event.

In addition, should any investment made on behalf of the Company subsequently become subject to applicable sanctions, the Company may immediately and without notice to the subscriber cease any further dealings with that investment until the applicable sanctions are lifted or a licence is obtained under applicable law to continue such dealings.

Beneficial Ownership Regime

The Company is regulated as a mutual fund under the Mutual Funds Law and, accordingly, does not fall within the scope of the primary obligations under Part XVIIA of the Companies Law (**Beneficial Ownership Regime**). The Company is therefore not required to maintain a beneficial ownership register. The Company may, however, be required from time to time to provide, on request, certain particulars to other Cayman Islands entities which are within the scope of the Beneficial Ownership Regime and which are therefore required to maintain beneficial ownership registers under the Beneficial Ownership Regime. It is anticipated that such particulars will generally be limited to the identity and certain related particulars of (i) any person holding (or controlling through a joint arrangement) a majority of the voting rights in respect of the Company; (ii) any person who is a member of the Company and who has the right to appoint and remove a majority of the board of

directors of the Company; and (iii) any person who has the right to exercise, or actually exercises, dominant direct influence or control over the Company.

8. DIVIDEND POLICY

8.1 General

The Board of Directors shall in each accounting year have the option, if it deems appropriate, to proceed to the payment of a dividend out of all or part of the assets of such Fund or Class.

8.2 Dividend / Distribution Declaration

For Classes in respect of which a distribution is intended, dividends will typically be declared at the frequency stipulated in the relevant Supplement. At the sole discretion of the Board of Directors, additional dividends may be declared.

8.3 Dividend Payment

Dividends will normally be paid within 6 weeks following the dividend declaration date or as soon as practicable thereafter. Dividend payments will normally be made by electronic bank transfer. Payment will be made in the Reference Currency of the relevant Shares. Dividends not cashed within 12 months will lapse and the unclaimed dividend will revert to the relevant Class. No interest shall be paid on distributions declared by the Company and kept by it at the disposal of the Shareholders.

8.4 Reinvestment

For investors holding the "Acc" Class of shares all declared dividends, if any, will be reinvested back into the particular Class of the Fund, free of any Subscription Fees.

9. FEES AND EXPENSES

9.1 Fees of the Investment Manager

The Investment Manager is entitled to receive, out of the assets of each class within each Fund, to such fees as further detailed in the relevant Supplement.

Subject to the investment restrictions described in this Offering Memorandum, Funds may invest in other collective investment schemes managed by the Investment Manager. Where such collective investment schemes are Related Funds, no management and advisory fees will be charged to the relevant Fund in relation to such investments. Furthermore, no subscription, redemption and/or conversion fees may be charged to the relevant Fund in connection with Related Funds.

In addition to the Management Fee, the Fund shall reimburse to the Investment Manager out of the Fund all reasonable expenses, costs, charges and fees incurred or to be incurred by the Investment Manager in respect of such Fund save that expenses, costs, charges and fees in the relevant categories incurred or to be incurred by any person to whom the Investment Manager shall have delegated any of its powers and duties in accordance with the Investment Management Agreement shall be the responsibility of the Investment Manager.

9.2 Fees of the Sub-Investment Managers or Investment Advisers

Where applicable, the Sub-Investment Managers or investment advisors are entitled to receive a fee, out of the Management Fee paid to the Investment Manager, as further detailed in the relevant sub-investment management agreement or investment advisory agreement.

9.3 Performance Fees

Where applicable, the Investment Manager may be entitled to a performance fee in respect of certain Classes, as further detailed in the relevant Supplement.

9.4 Fees of the Custodian and Administrator

The Custodian and Administrator are entitled to receive, out of the assets of each Class within each Fund, a fee calculated in accordance with customary practice in The Cayman Islands. In addition, the Custodian and Administrator are entitled to be reimbursed by the Company for their reasonable out-of-pocket expenses and disbursements and for charges of any correspondents.

9.5 Operating and Administrative Expenses

The Company bears all its Operating and Administrative Expenses including but not limited to: establishment expenses such as organization and registration costs and material costs of any service provider as approved by the Board of Directors; certain Taxes imposed on the Company (Section 11 "Taxation"); attendance fees and reasonable out-of-pocket expenses incurred by the Board of Directors; expenses incurred by the Investment Manager on behalf of the Company; legal and auditing fees and expenses; ongoing registration, filing and regulatory fees (including translation expenses); and the costs and expenses of preparing, printing, and distributing the Offering Memorandum, financial reports and other documents made available to Shareholders (including communication costs), Transaction Fees, valuation expenses, software expenses, insurance costs, as well as where relevant research fees. Operating and Administrative Expenses do not include Extraordinary Expenses. Directors will be entitled to receive remuneration from the Company as disclosed in the annual financial statements of the Company.

The Fund's establishment expenses will be capitalised and amortised over a period of 24 months. Initial establishment expenses are not expected to exceed USD100,000 for the Company and will be borne only by the Funds initially launched.

9.6 Extraordinary Expenses

The Company bears any extraordinary expenses, as approved by the Board of Directors. extraordinary expenses are accounted for on a cash basis and are paid when incurred or invoiced from the net assets of the Funds to which they are attributable.

9.7 Swing Pricing

On any Valuation Day the Board of Directors may determine to apply an alternative net asset value calculation method (to include such reasonable factors as they see fit) to the net asset value per Share. This method of valuation is intended to pass the estimated costs of underlying investment activity of the Company to the active Shareholders by adjusting the net asset value of the relevant Share and thus to protect the Company's long-term Shareholders from costs associated with ongoing subscription and redemption activity.

This alternative net asset value calculation method may take account of trading spreads on the Company's investments, the value of any duties and charges incurred as a result of trading and may include an allowance for market impact. Where the Board of Directors, based on the prevailing market conditions and the level of subscriptions or redemptions requested by Shareholders or potential Shareholders in relation to the size of the relevant Fund, have determined for a particular Fund to apply an alternative net asset value calculation method, the Fund may be valued either on a bid or offer basis.

Because the determination of whether to value the Fund's net asset value on an offer or bid basis is based on the net transaction activity of the relevant day, Shareholders transacting in the opposite direction of the Fund's net transaction activity may benefit at the expense of the other Shareholders in the Fund. In addition, the Fund's net asset value and short-term performance may experience greater volatility as a result of this alternative net asset value calculation method. The total swing from mid to offer / bid is not expected to exceed 1.5% and will apply for redemptions or subscriptions placed in excess of 15% of the Fund's net asset value on any Business Day.

9.8 Subscription Fees and Deferred Sales Fees

Where specified in the relevant Supplement, on subscription for Shares, the Investment Manager may charge a Subscription Fee to be paid out of the subscription monies of the relevant Shareholder to the Investment Manager.

Where specified in the relevant Supplement, a deferred sales fee may be payable to the Investment Manager out of the assets of the Fund following subscriptions which fee will typically be amortized back to the relevant Fund over a certain period of time.

9.9 Redemption Fees

Where specified in the relevant Supplement, on the redemption of Shares, the Fund may charge a redemption fee to be paid out of the redemption monies payable to the relevant Shareholder. Where specified in the relevant Supplement, part or all of such redemption fee may be paid by the Fund to the Investment Manager.

9.10 Rebate Arrangements

Subject to applicable law and regulations, the Investment Manager may at its discretion and at its own expense, on a negotiated basis, enter into private arrangements with a distributor pursuant to which the Investment Manager makes payments to or for the benefit of such distributor which represent a rebate of all or part of the fees paid by the Company to the Investment Manager. In addition, subject to applicable law and regulations, the Investment Manager or a distributor may at their discretion, on a negotiated basis, enter into private arrangements with a holder or prospective holder of Shares pursuant to which the Investment Manager or distributor is entitled to make payments to such holder of Shares of part or all of such fees. Consequently, the effective net fees payable by a Shareholder who is entitled to receive a rebate under the arrangements described above may be lower than the fees payable by a Shareholder who does not participate in such arrangements. Such arrangements reflect terms privately agreed between parties other than the Company, and for the avoidance of doubt, the Company cannot, and is under no duty to, enforce equality of treatment between Shareholders by other entities.

9.11 Directors Fees

Directors of the Company may receive fees per annum and per Director in accordance with customary market practice. These fees (to the extent paid) will be accrued equally across all Funds and are payable quarterly in arrears.

10. INVESTMENT RESTRICTIONS AND FINANCIAL TECHNIQUES AND INSTRUMENTS

10.1 Investment Restrictions

10.1.1 General

Specific investment restrictions for each Fund are set out in each relevant Supplement.

10.1.2 Borrowing

Each Fund may borrow up to such percentage of its net assets as determined in the relevant Supplement.

10.1.3 Intra-Fund Investment Restrictions

A Fund may invest in another Fund of the Company under the limitations provided in the relevant Supplement for a relevant Fund.

10.1.4 Diversification of Fund investments

Any diversification requirements in respect of any of the Funds will be provided in the relevant Supplement.

10.1.5 Limitations on Control

Unless specified otherwise in the relevant Supplement for a Fund, no Fund shall acquire (alone or in combination with other Funds) such amount of shares carrying voting rights in a particular issuer which would enable the Company to exercise a significant influence over the management of the issuer.

10.2 Investment Techniques and Instruments

Each Fund may employ techniques and instruments relating to Transferable Securities and Money Market Instruments (including but not limited to securities lending and borrowing, repurchase and reverse repurchase agreements) for investment purpose and efficient portfolio management, where this is in the best interest of the Fund and in line with its investment objectives (as set forth in detail in Section 5 "Investment Policies" and in the relevant Supplement).

Financial Derivative Instruments

When operations for a particular Fund concern the use of financial derivative instruments, the relevant techniques and instruments shall conform to the provisions laid down in the relevant Supplement. In addition, the provisions laid down in Section 10.3 "Risk Management Process" must be complied with. Under no circumstances shall these operations cause a Fund to diverge from its investment policies and objectives as laid down in the relevant Supplement. A Fund may invest in financial derivative instruments including but not limited to foreign exchange forwards, non-deliverable forwards, total return swaps, interest rate swaps, currency swaps, options, swaptions, credit default swaps, and credit linked note for either investment or for hedging purposes.

Please refer to Section 6 "Risk Factors" (in particular Sections 6.40 and 6.41) for risks linked to securities lending transactions and collateral management.

Non deliverable forwards is a generic term for a set of financial derivative instruments which cover notional currency transactions, including FX forward swaps, cross currency swaps and coupon swaps in non-convertible or highly restricted securities. Non deliverable forwards calculate the implied interest rates of the non-deliverable currency, given the settlement currency interest rates and either the current spot exchange rate and forward points, or the outright forwards.

Total return swaps are any swaps in which the non-floating rate side is based on the total return of a currency or fixed income instrument with a life longer than the swap. Total return swaps are most common in equity or physical commodity markets, but they can be used in fixed income markets where the non-domestic holder of a fixed income security would be subject to a withholding tax, but where the withholding tax may be avoided if the debt instrument is held by a domestic investor who pays the total return to a foreign investor by way of a total return swap. Total return swaps are also used to transfer credit exposure.

Interest rate swaps provide for an exchange between two parties of interest rate exposures from floating to fixed rate or vice versa. Each party thereby gains indirect access to the fixed or floating capital markets. Currency swaps are bilateral financial contracts to exchange the principal and interest in one currency for the same in another currency in order to hedge specific currency risk. Swaptions are options on an interest rate swap. The buyer of a swaption has the right to enter into an interest rate swap agreement by some specified date in the future. The swaption agreement will specify whether the buyer of the swaption will be a fixed-rate receiver or a fixed-rate payer. The writer of the swaption becomes the counterparty if the buyer exercises. Credit default swaps are bilateral financial contracts in which one counterparty (the "**protection buyer**") pays a periodic fee in return for a contingent payment by the other counterparty (the "**protection seller**") following a credit event of a reference issuer. The protection buyer acquires the right to exchange particular bonds or loans issued by the reference issuer with the protection seller for its or their par value, in an aggregate amount up to the notional value of the contract, when a credit event occurs. A credit event is commonly defined as bankruptcy, insolvency, receivership, material adverse restructuring of debt, or failure to meet payment obligations when due. The ISDA has produced standardised documentation for these transactions under the umbrella of its ISDA Master Agreement. Credit linked notes are structured notes that enable access to local or external assets which are otherwise inaccessible to the Fund. Credit linked notes are issued by highly rated financial institutions. Each Fund may further for efficient portfolio management purposes, enter into securities lending and borrowing and repurchase and reverse repurchase agreement transactions in compliance with the applicable regulations.

Authorised counterparties to OTC financial derivative transactions, including total return swaps, shall be specialised in the relevant types of transactions.

Securities Lending

Securities lending and borrowing transactions consist in transactions whereby a lender transfers securities or instruments to a borrower, subject to a commitment that the borrower will return equivalent securities or instruments on a future date or when requested to do so by the lender, such transaction being considered as securities lending for the party transferring the securities or instruments and being considered as securities borrowing for the counterparty to which they are transferred. Funds may enter into securities lending or borrowing transactions.

Repurchase and reverse repurchase agreements

A repurchase (or repo) agreement is a contract by which the holder of securities sells the securities at a specified price to a counterparty with a commitment to repurchase the same or similar securities at a specified price from the same counterparty at a later date. A reverse repurchase (or reverse repo) agreement is a contract for the purchase of securities from a counterparty with an agreement to resell the same or similar securities at a specified price to the same counterparty at a later date. Funds may, on an ancillary or a principal basis, as specified for each Fund in the relevant Supplement, enter into repurchase or reverse repurchase agreement transactions consisting of the purchase and sale of Transferable Securities. Funds may act as buyer or seller under a repurchase agreement transactions.

10.3 Risk Management Process

The Investment Manager uses for each of the Funds a risk management process which enables it to assess the exposure of the relevant Fund to market, liquidity and counterparty risks, and to all other risks, including operational risks, which are material for the Company and each relevant Fund. In relation to financial derivative instruments the Company employs a process for accurate and independent assessment of the value of OTC derivatives and the Company ensures for each of its Funds that its global exposure relating to financial derivative instruments does not exceed the limits as set out in the relevant Supplement. The global exposure is calculated taking into account the current value of the underlying assets, the counterparty risk, future market movements and the time available to liquidate the positions. Each Fund may invest, according to its investment policy and within the limits laid down in the relevant Supplement, in financial derivative instruments provided that the global exposure to the underlying assets does not exceed in aggregate the investment limits laid down in the relevant Supplement.

11. TAXATION

11.1 Taxation of the Company

11.2 Taxation and Other Regulatory Matters

The comments below are of a general nature, do not address the tax position of particular investors and are not intended to be exhaustive. They are based on revenue laws and practice in the Cayman Islands, which are subject to change, possibly with retrospective effect. The comments below relate to the position of persons who are the absolute beneficial owners of Shares and may not apply to certain classes of persons, such as dealers in shares, trusts and trustees, insurance companies, collective investment schemes or persons connected with the Company or a Fund. They are not intended to be advice to any person and should not be so construed.

Prospective investors should consult their own professional advisors as to the tax implications to them in the light of their particular circumstances of acquiring, holding, converting and disposing of Shares and as to the provisions of the laws of the jurisdiction in which they are subject to tax. None of the Company, the Investment Manager, the Administrator, the Custodian or any of their advisors accepts any responsibility for the taxation consequences of any investment in Shares by any investor. No assurance can be given that the tax consequences to the Company, a Fund or Shareholders will continue to be as described herein.

Cayman Islands: Taxation

The Government of the Cayman Islands will not, under existing legislation, impose any income, corporate or capital gains tax, estate duty, inheritance tax, gift tax or withholding tax upon the Company, a Fund or Shareholders. The Cayman Islands are not party to a double taxation treaty with any country that is applicable to any payments made to or by the Company or a Fund.

The Company has applied for an undertaking from the Financial Secretary of the Cayman Islands that, in accordance with section 6 of the Tax Concessions Law (as revised) of the Cayman Islands, for a period of up to 30 years from the date of the undertaking, no law which is enacted in the Cayman Islands imposing any tax to be levied on profits, income, gains or appreciations will apply to the Company or the Funds or their operations and, in addition, that no tax to be levied on profits, income, gains or appreciations or which is in the nature of estate duty or inheritance tax will be payable (i) on or in respect of the shares, debentures or other obligations of the Company and each Fund or (ii) by way of the withholding in whole or in part of a payment of dividend or other distribution of income or capital by a Fund to its Shareholders or a payment of principal or interest or other sums due under a debenture or other obligation of the Company or a Fund.

11.3 Cayman Islands Taxation

On the basis of current Cayman Islands law and practice, the Company will not be liable to taxation in the Cayman Islands.

11.4 Taxation of the Shareholders

Cayman Islands Tax Residency of the Shareholders

A Shareholder will not become resident, nor be deemed to be resident, in the Cayman Islands by reason only of the holding and/or disposing of the Shares or the execution, performance or enforcement of his/her rights hereunder.

11.5 Identity and Reporting of Beneficial Ownership; Withholding on Certain Payments

In order to avoid a US withholding tax of 30 per cent. on certain payments (including, since 2019 payments of gross proceeds) made with respect to certain actual and deemed US investments, the Company, on behalf of each Fund, has registered, or will register, with the Service and generally will be required to identify, and report information with respect to, certain of their direct and indirect US account holders (including debtholders and equity holders). The Cayman Islands has signed a Model 1B (non-reciprocal) inter-governmental agreement with the United States to give effect to the foregoing withholding and reporting rules. So long as the Company complies with the US IGA and the enabling Cayman Islands legislation, they will not be subject to the related US withholding tax.

A non-US investor in a Fund will generally be required to provide to the Company information which identifies its direct and indirect US ownership. Under the US IGA, any such information provided to the Company and certain financial information related to such investor's investment in that Fund will be shared with the TIA. The TIA will exchange the information reported to it with the Service annually on an automatic basis. A non-US investor that is a "foreign financial institution" within the meaning of Section 1471(d)(4) of the Internal Revenue Code will generally be required to timely register with the Service and agree to identify, and report information with respect to, certain of its own direct and indirect US account holders (including debtholders and equity holders). A non-US investor who fails to provide such information to the Company or timely register and agree to identify, and report information with respect to, such account holders (as applicable) may be subject to the 30 per cent. withholding tax with respect to its share of any such payments attributable to actual and deemed US investments of the relevant Fund, and the Directors may take any action in relation to an investor's Shares or redemption proceeds to ensure that such withholding is economically borne by the relevant investor whose failure to provide the necessary information or comply with such requirements gave rise to the withholding. Shareholders should consult their own tax advisors regarding the possible implications of these rules on their investments in any Fund.

Non-US Shareholders may also be required to make certain certifications to the Company as to the beneficial ownership of the Shares and the non-US status of such beneficial owner, in order to be exempt from

In General. It is possible that further inter-governmental agreements (**future IGAs**) similar to the US IGA and the UK IGA may be entered into with other third countries by the Cayman Islands Government to introduce similar regimes for reporting to such third countries' fiscal authorities (**foreign fiscal authorities**).

11.6 Other Tax Considerations

Prospective shareholders should consult their own counsel regarding tax laws and regulations of any other jurisdiction which may be applicable to them.

The receipt by a Shareholder of dividends or other distributions (if any) in respect of Shares, or cash or other assets on disposal or partial disposal of Shares, and the acquisition, holding, conversion, redemption, exchange or transfer of Shares and any distribution on a winding up of a Fund or the Company may result in a tax liability for the Shareholder according to the tax regime applicable in its or his country of incorporation, establishment, residence, citizenship or domicile. Shareholders resident in or citizens of certain countries which have tax anti-avoidance legislation in respect of offshore investment funds may have a current liability to tax on the undistributed income and gains of a Fund or may incur taxation at increased rates and/or interest charges and penalties in respect of an investment in Shares.

The Company and each of the Funds may be subject to withholding and other taxes imposed by the jurisdictions of the Company's or the Fund's activities or investments. In addition, because the Company and each Fund is not expected to be treated as "fiscally transparent" by the relevant taxing jurisdiction, a Shareholder generally is not expected to be eligible for benefits under any treaty between any jurisdiction in which such Shareholder is a resident and the foreign countries in which the Company or Fund invests. Taxable Shareholders may be limited in their ability to claim foreign tax credits or deductions with respect to such taxes.