Name of Offeree ___________________________ **Copy No** _________________________

PRIVATE PLACEMENT MEMORANDUM

LEONIS FUND SPC

An exempted company incorporated with limited liability and registered as a segregated portfolio company under the laws of the Cayman Islands which is registered as a mutual fund under the Mutual Funds Act

relating to the private offering of non-voting redeemable participating preference shares issued in relation to its

CAPLAND ALTERNATIVES SEGREGATED PORTFOLIO

PROSPECTIVE INVESTORS SHOULD REVIEW THIS PRIVATE PLACEMENT MEMORANDUM CAREFULLY AND CONSULT WITH THEIR LEGAL AND FINANCIAL ADVISERS TO DETERMINE POSSIBLE TAX OR OTHER CONSEQUENCES OF PURCHASING, HOLDING OR REDEEMING SHARES.

THE DISTRIBUTION OF THIS PRIVATE PLACEMENT MEMORANDUM AND THE OFFERING OR PURCHASE OF THE SHARES MAY BE RESTRICTED IN CERTAIN JURISDICTIONS. NO PERSONS RECEIVING A COPY OF THIS PRIVATE PLACEMENT MEMORANDUM OR THE SUBSCRIPTION AGREEMENT IN ANY SUCH JURISDICTION MAY TREAT THIS PRIVATE PLACEMENT MEMORANDUM OR SUCH DOCUMENTS AS CONSTITUTING AN INVITATION TO THEM TO SUBSCRIBE FOR SHARES, NOR SHOULD THEY IN ANY EVENT USE THE SUBSCRIPTION AGREEMENT, UNLESS IN THE RELEVANT JURISDICTION SUCH AN INVITATION COULD LAWFULLY BE MADE TO THEM AND THE SUBSCRIPTION AGREEMENT COULD LAWFULLY BE USED WITHOUT COMPLIANCE WITH ANY REGISTRATION OR OTHER LEGAL REQUIREMENTS.

November 2022

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NOTICE

REFERENCES TO THE FUND IN THIS PRIVATE PLACEMENT MEMORANDUM INCLUDE, WHERE THE CONTEXT REQUIRES OR ADMITS, THE FUND ACTING FOR THE ACCOUNT OF AND ON BEHALF OF ONE OR MORE SEGREGATED PORTFOLIOS OF THE FUND, INCLUDING THE CAPLAND ALTERNATIVES SEGREGATED PORTFOLIO.

THIS PRIVATE PLACEMENT MEMORANDUM

THIS PRIVATE PLACEMENT MEMORANDUM RELATES TO THE OFFERING OF SHARES OF LEONIS FUND SPC, AN EXEMPTED COMPANY LIMITED BY SHARES INCORPORATED UNDER THE COMPANIES ACT (AS REVISED) OF THE CAYMAN ISLANDS AS A SEGREGATED PORTFOLIO COMPANY AND REGISTERED AS A MUTUAL FUND IN THE CAYMAN ISLANDS. THE PROCEEDS OF ISSUE OF EACH CLASS OF SHARES WILL PARTICIPATE EXCLUSIVELY IN ONE OF THE FUND'S SEGREGATED PORTFOLIOS. THE SPECIFIC TERMS RELATING TO EACH SEGREGATED PORTFOLIO WILL BE SET FORTH IN THE PRIVATE PLACEMENT MEMORANDUM RELATING TO SUCH SEGREGATED PORTFOLIO.

THIS PRIVATE PLACEMENT MEMORANDUM IS CONFIDENTIAL AND INTENDED SOLELY FOR THE USE OF THE PERSON TO WHOM IT HAS BEEN DELIVERED BY THE FUND FOR THE PURPOSE OF ENABLING THE RECIPIENT TO EVALUATE AN INVESTMENT IN THE FUND, AND IT IS NOT TO BE REPRODUCED OR DISTRIBUTED TO ANY OTHER PERSONS (EXCEPT TO A PROSPECTIVE INVESTOR'S PROFESSIONAL ADVISORS).

THE DIRECTORS OF THE FUND, WHOSE NAMES APPEAR IN THE DIRECTORY, ACCEPT RESPONSIBILITY FOR THE INFORMATION CONTAINED IN THIS PRIVATE PLACEMENT MEMORANDUM. TO THE BEST OF THE KNOWLEDGE AND BELIEF OF THE DIRECTORS (WHO HAVE TAKEN ALL REASONABLE CARE TO ENSURE THAT SUCH IS THE CASE) THE INFORMATION CONTAINED IN THIS DOCUMENT IS IN ACCORDANCE WITH THE FACTS AND DOES NOT OMIT ANYTHING LIKELY TO AFFECT THE IMPORTANCE OF SUCH INFORMATION.

INVESTOR RESPONSIBILITY

NO REPRESENTATIONS OR WARRANTIES OF ANY KIND ARE INTENDED OR SHOULD BE INFERRED WITH RESPECT TO THE ECONOMIC RETURN FROM, OR THE TAX CONSEQUENCES OF AN INVESTMENT IN THE FUND. NO ASSURANCE CAN BE GIVEN THAT EXISTING LAWS WILL NOT BE CHANGED OR INTERPRETED ADVERSELY. PROSPECTIVE INVESTORS ARE NOT TO CONSTRUE THIS PRIVATE PLACEMENT MEMORANDUM AS LEGAL, INVESTMENT OR TAX ADVICE. NO PERSON IS AUTHORISED TO MAKE ANY REPRESENTATIONS CONCERNING THE FUND WHICH ARE INCONSISTENT WITH THOSE CONTAINED IN THIS PRIVATE PLACEMENT MEMORANDUM. THIS PRIVATE PLACEMENT MEMORANDUM SUPERSEDES ALL PRIOR VERSIONS THEREOF AND SHOULD BE REVIEWED BEFORE MAKING AN INVESTMENT DECISION.

PROSPECTIVE INVESTORS SHOULD REVIEW THIS PRIVATE PLACEMENT MEMORANDUM CAREFULLY AND IN ITS ENTIRETY AND CONSULT WITH THEIR LEGAL, TAX AND FINANCIAL ADVISERS IN RELATION TO (I) THE LEGAL AND REGULATORY REQUIREMENTS WITHIN THEIR OWN COUNTRIES FOR THE PURCHASE, HOLDING, REDEEMING OR DISPOSING OF SHARES; (II) ANY FOREIGN EXCHANGE RESTRICTIONS TO WHICH THEY ARE SUBJECT IN THEIR OWN COUNTRIES IN RELATION TO THE PURCHASE, HOLDING, REDEEMING OR DISPOSING OF SHARES; AND (III) THE LEGAL, TAX, FINANCIAL OR OTHER CONSEQUENCES OF SUBSCRIBING FOR, PURCHASING, HOLDING, REDEEMING OR DISPOSING OF SHARES.

RELIANCE ON THIS PRIVATE PLACEMENT MEMORANDUM

THE SHARES ARE OFFERED ONLY ON THE BASIS OF THE INFORMATION CONTAINED IN THIS PRIVATE PLACEMENT MEMORANDUM. ANY FURTHER INFORMATION OR REPRESENTATIONS GIVEN OR MADE BY ANY DEALER, BROKER OR OTHER PERSON SHOULD BE DISREGARDED AND ACCORDINGLY, SHOULD NOT BE RELIED UPON. NO PERSON HAS BEEN AUTHORISED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS IN CONNECTION WITH THE OFFERING OF SHARES IN THE FUND OTHER THAN THOSE CONTAINED IN THIS PRIVATE PLACEMENT MEMORANDUM AND IN ANY SUBSEQUENT ANNUAL REPORT FOR THE FUND AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED ON AS HAVING BEEN

AUTHORISED BY THE FUND, THE DIRECTORS, THE INVESTMENT MANAGER, THE CUSTODIAN OR THE ADMINISTRATOR. STATEMENTS IN THIS PRIVATE PLACEMENT MEMORANDUM ARE BASED ON THE LAW AND PRACTICE CURRENTLY IN FORCE IN THE CAYMAN ISLANDS AT THE DATE HEREOF AND ARE SUBJECT TO CHANGE. NEITHER THE DELIVERY OF THIS PRIVATE PLACEMENT MEMORANDUM NOR THE ISSUE OF SHARES WILL UNDER ANY CIRCUMSTANCES CREATE ANY IMPLICATION OR CONSTITUTE ANY REPRESENTATION THAT THE AFFAIRS OF THE FUND HAVE NOT CHANGED SINCE THE DATE OF THIS PRIVATE PLACEMENT MEMORANDUM.

RISKS

INVESTMENT IN THE FUND CARRIES WITH IT A DEGREE OF RISK. THE VALUE OF SHARES AND THE INCOME FROM THEM MAY GO DOWN AS WELL AS UP, AND INVESTORS MAY NOT GET BACK THE AMOUNT INVESTED. BECAUSE OF THE RISKS INVOLVED, INVESTMENT IN THE FUND IS ONLY SUITABLE FOR SOPHISTICATED INVESTORS WHO ARE ABLE TO BEAR THE LOSS OF A SUBSTANTIAL PORTION OR EVEN ALL OF THE MONEY THEY INVEST IN THE FUND, WHO UNDERSTAND THE HIGH DEGREE OF RISK INVOLVED, BELIEVE THAT INVESTMENT IN THE FUND IS SUITABLE FOR THEM BASED ON THEIR INVESTMENT OBJECTIVES AND FINANCIAL NEEDS AND HAVE NO NEED OF LIQUIDITY OF INVESTMENT. INVESTORS ARE THEREFORE ADVISED TO SEEK INDEPENDENT PROFESSIONAL ADVICE ON THE IMPLICATIONS OF INVESTING IN THE FUND. CERTAIN RISK FACTORS FOR AN INVESTOR TO CONSIDER ARE SET OUT IN THE SECTION HEADED “RISK FACTORS”.

THERE IS NO PUBLIC MARKET FOR THE SHARES AND NO SUCH MARKET IS EXPECTED TO DEVELOP IN THE FUTURE.

THE FUND’S INVESTMENTS WILL BE SUBJECT TO NORMAL MARKET FLUCTUATIONS AS WELL AS THE RISKS INHERENT IN THE INVESTMENT TECHNIQUES DESCRIBED IN THIS PRIVATE PLACEMENT MEMORANDUM AND THERE CAN BE NO ASSURANCE THAT APPRECIATION WILL OCCUR OR THAT LOSSES WILL NOT BE REALISED. THE FUND IS INTENDED FOR EXPERIENCED INVESTORS WHO CAN AFFORD THE RISKS INHERENT IN THIS TYPE OF INVESTMENT. THE VALUE OF SHARES AND THE INCOME PRODUCED BY THEM CAN CALL AS WELL AS RISE. INVESTORS MAY NOT GET BACK THE FULL VALUE OF THEIR ORIGINAL INVESTMENT.

REGULATION

THE FUND HAS BEEN REGISTERED WITH THE CAYMAN ISLANDS MONETARY AUTHORITY AS A MUTUAL FUND UNDER SECTION 4(3) OF THE MUTUAL FUNDS ACT (AS REVISED) OF THE CAYMAN ISLANDS. SUCH REGISTRATION DOES NOT IMPLY THAT THE CAYMAN ISLANDS MONETARY AUTHORITY OR ANY OTHER REGULATORY AUTHORITY IN THE CAYMAN ISLANDS HAS PASSED UPON OR APPROVED THIS PRIVATE PLACEMENT MEMORANDUM OR THE OFFERING OF THE SHARES UNDER IT NOR IS IT INTENDED THAT THEY WILL.

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

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

MINIMUM INTEREST PURCHASABLE

SUBJECT TO SUCH HIGHER MINIMUM AS THE FUND MAY DETERMINE, PURSUANT TO THE MUTUAL FUNDS ACT (AS REVISED) THE MINIMUM AGGREGATE EQUITY INTEREST PURCHASABLE BY A PROSPECTIVE INVESTOR IS EIGHTY THOUSAND CAYMAN ISLANDS DOLLARS (OR ITS EQUIVALENT IN ANY OTHER CURRENCY, APPROXIMATELY US$100,000).

CONFIDENTIALITY

ANY INFORMATION FORWARDED TO THE FUND BY ANY POTENTIAL INVESTORS WILL BE TREATED ON A CONFIDENTIAL BASIS EXCEPT AS OUTLINED IN THE FUND PRIVACY NOTICE IN THE SUBSCRIPTION AGREEMENT AND THAT SUCH INFORMATION MAY BE PASSED ON TO A RELEVANT THIRD PARTY BY THE FUND WHERE SO REQUIRED BY LAW OR REGULATION AND EACH INVESTOR UPON SUBSCRIBING FOR SHARES WILL BE DEEMED TO HAVE CONSENTED TO SUCH RELEASE OF SUCH CONFIDENTIAL INFORMATION UNDER THE TERMS OF THE CONFIDENTIAL INFORMATION DISCLOSURE ACT (AS REVISED) OF THE CAYMAN ISLANDS.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EACH INVESTOR (AND EACH EMPLOYEE, REPRESENTATIVE, OR OTHER AGENT OF THE INVESTOR) MAY DISCLOSE TO ANY AND ALL PERSONS, WITHOUT LIMITATION OF ANY KIND, THE TAX TREATMENT AND TAX STRUCTURE OF AN INVESTMENT IN THE FUND AND ALL MATERIALS OF ANY KIND (INCLUDING OPINIONS OR OTHER TAX ANALYSES) THAT ARE PROVIDED TO THE INVESTOR RELATING TO SUCH TAX TREATMENT AND TAX STRUCTURE.

FORWARD-LOOKING STATEMENTS

CERTAIN STATEMENTS CONTAINED IN THIS PRIVATE PLACEMENT MEMORANDUM ARE FORWARD-LOOKING STATEMENTS. THESE FORWARD-LOOKING STATEMENTS ARE BASED ON CURRENT EXPECTATIONS, ESTIMATES AND PROJECTIONS ABOUT THE MARKETS IN WHICH THE FUND WILL OPERATE, AND THE BELIEFS AND ASSUMPTIONS OF THE INVESTMENT MANAGER. WORDS SUCH AS EXPECTS, ANTICIPATES, SHOULD, INTENDS, PLANS, BELIEVES, SEEKS, ESTIMATES, FORECASTS, PROJECTS, VARIATIONS OF SUCH WORDS AND COGNATE EXPRESSIONS ARE INTENDED TO IDENTIFY SUCH FORWARD-LOOKING STATEMENTS. THESE STATEMENTS ARE NOT GUARANTEES OF FUTURE PERFORMANCE AND INVOLVE CERTAIN RISKS, UNCERTAINTIES AND ASSUMPTIONS WHICH ARE DIFFICULT TO PREDICT. THEREFORE, ACTUAL OUTCOMES AND RESULTS MAY DIFFER MATERIALLY FROM WHAT IS EXPRESSED OR FORECASTED IN SUCH FORWARD-LOOKING STATEMENTS. AMONG THE FACTORS THAT COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY ARE THE GENERAL ECONOMIC CLIMATE, INFLATIONARY TRENDS, INTEREST RATE LEVELS, THE AVAILABILITY OF FINANCING, CHANGES IN TAX AND CORPORATE REGULATIONS AND OTHER RISKS ASSOCIATED WITH THE OWNERSHIP AND ACQUISITION OF INVESTMENTS AND CHANGES IN THE LEGAL OR REGULATORY ENVIRONMENT OR THAT OPERATION COSTS MAY BE GREATER THAN ANTICIPATED.

DISTRIBUTION AND SELLING RESTRICTIONS

NEITHER THIS PRIVATE PLACEMENT MEMORANDUM NOR THE SHARES HAVE BEEN QUALIFIED FOR OFFER, SALE OR DISTRIBUTION UNDER THE LAWS OF ANY JURISDICTION GOVERNING THE OFFER OR SALE OF MUTUAL FUND SHARES OR OTHER SECURITIES. THE DISTRIBUTION OF THIS PRIVATE PLACEMENT MEMORANDUM AND THE OFFERING OR PURCHASE OF THE SHARES MAY BE RESTRICTED IN CERTAIN JURISDICTIONS. NO PERSONS RECEIVING A COPY OF THIS PRIVATE PLACEMENT MEMORANDUM OR THE ACCOMPANYING SUBSCRIPTION AND REDEMPTION DOCUMENTS IN ANY SUCH JURISDICTION MAY TREAT THIS PRIVATE PLACEMENT MEMORANDUM OR SUCH SUBSCRIPTION DOCUMENTS AS CONSTITUTING AN INVITATION TO THEM TO SUBSCRIBE FOR SHARES, NOR SHOULD THEY IN ANY EVENT USE SUCH SUBSCRIPTION DOCUMENTS, UNLESS IN THE RELEVANT JURISDICTION SUCH AN INVITATION COULD LAWFULLY BE MADE TO THEM AND SUCH SUBSCRIPTION DOCUMENTS COULD LAWFULLY BE USED WITHOUT COMPLIANCE WITH ANY REGISTRATION OR OTHER LEGAL REQUIREMENTS. ACCORDINGLY, THIS PRIVATE PLACEMENT MEMORANDUM DOES NOT CONSTITUTE AN OFFER OR SOLICITATION BY ANYONE IN ANY JURISDICTION IN WHICH SUCH OFFER OR SOLICITATION IS NOT LAWFUL OR IN WHICH THE PERSON MAKING SUCH OFFER OR SOLICITATION IS NOT QUALIFIED TO DO SO OR TO ANYONE TO WHOM IT IS UNLAWFUL TO MAKE SUCH OFFER OR SOLICITATION. IT IS THE RESPONSIBILITY OF ANY PERSON IN POSSESSION OF THIS PRIVATE PLACEMENT MEMORANDUM AND ANY PERSON WISHING TO APPLY FOR SHARES TO INFORM THEMSELVES OF AND TO OBSERVE ALL APPLICABLE LAWS AND REGULATIONS AND THE TERMS OF THIS PRIVATE PLACEMENT MEMORANDUM.

THIS PRIVATE PLACEMENT MEMORANDUM IS DELIVERED ONLY TO THE INTENDED RECIPIENT THEREOF SOLELY FOR THE PURPOSE OF EVALUATING A POSSIBLE INVESTMENT IN THE FUND, AND MAY NOT BE USED, COPIED, REPRODUCED OR DISTRIBUTED, IN WHOLE OR IN PART, TO ANY OTHER PERSON (OTHER THAN PROFESSIONAL ADVISORS OF SUCH RECIPIENT). SUBSCRIPTIONS WILL NOT BE ACCEPTED FROM ANY PERSON OTHER THAN THE PERSON TO WHOM THIS PRIVATE PLACEMENT MEMORANDUM HAS BEEN DELIVERED.

THE FUND MAY EXERCISE THE RIGHT OF COMPULSORY REDEMPTION OF ANY SHARES WHICH, IN THE JUDGMENT OF THE DIRECTORS, MAY HAVE BEEN SOLD OR TRANSFERRED IN CONTRAVENTION OF LAW OR THE PROHIBITIONS CONTAINED IN THIS PRIVATE PLACEMENT MEMORANDUM. IN ADDITION, BECAUSE AN INVESTMENT IN THE SHARES IS SUITABLE ONLY FOR PERSONS WHO CAN ASSUME THE RISK OF A SUBSTANTIAL DIMINUTION OR TOTAL LOSS OF THE VALUE OF THEIR INVESTMENT, THE FUND MAY DECLINE TO SELL SHARES TO ANY PERSON WHOM THE FUND, IN ITS SOLE DISCRETION, DEEMS TO BE UNSUITABLE TO ASSUME SUCH RISK.

PROSPECTIVE PURCHASERS OF SHARES ARE NOT TO CONSTRUE THE CONTENTS OF THIS PRIVATE PLACEMENT MEMORANDUM AS LEGAL OR TAX ADVICE. EACH PROSPECTIVE PURCHASER SHOULD CONSULT WITH PROFESSIONAL ADVISORS AS TO LEGAL, TAX AND RELATED MATTERS CONCERNING AN INVESTMENT IN THE FUND AND ANY OF ITS SEGREGATED PORTFOLIOS.

ARGENTINA: THIS PRIVATE PLACEMENT MEMORANDUM INCLUDES A PRIVATE INVITATION TO INVEST IN SHARES OF THE FUND. IT IS ADDRESSED ONLY TO YOU ON AN INDIVIDUAL, EXCLUSIVE, AND CONFIDENTIAL BASIS, AND ITS UNAUTHORISED COPY, DISCLOSURE, OR TRANSFER BY ANY MEANS WHATSOEVER IS ABSOLUTELY AND STRICTLY FORBIDDEN. THE INVESTMENT MANAGER WILL NOT PROVIDE COPIES OF THIS PRIVATE PLACEMENT MEMORANDUM, OR PROVIDE ANY KIND OF ADVICE OR CLARIFICATION, OR ACCEPT ANY OFFER OR COMMITMENT TO PURCHASE THE SHARES FROM PERSONS OTHER THAN THE INTENDED RECIPIENT. THE OFFER CONTAINED IN THIS PRIVATE PLACEMENT MEMORANDUM IS NOT A PUBLIC OFFERING, AND AS SUCH IT IS NOT AND WILL NOT BE REGISTERED WITH, OR AUTHORISED BY, THE COMISIÓN NACIONAL DE VALORES. THE INFORMATION CONTAINED IN THIS PRIVATE PLACEMENT MEMORANDUM HAS BEEN COMPILED BY THE INVESTMENT MANAGER, WHO ASSUMES THE SOLE RESPONSIBILITY FOR THE ACCURACY OF THE DATA DISCLOSED.

AUSTRIA: NEITHER THE FUND NOR THE INVESTMENT MANAGER ARE SUBJECT TO THE SUPERVISION OF THE FINANCIAL MARKET AUTHORITY ("FMA") OR ANY OTHER AUSTRIAN AUTHORITY. ACCORDINGLY, THE SHARES MAY NOT BE OFFERED TO THE PUBLIC IN THE REPUBLIC OF AUSTRIA AND NEITHER THIS PRIVATE PLACEMENT MEMORANDUM (WHICH HAS NOT BEEN PREPARED IN COMPLIANCE WITH THE AUSTRIAN FEDERAL ACT ON ALTERNATIVE INVESTMENT FUNDS AND HAS NOT BEEN PUBLISHED OR SUBMITTED TO THE FMA OR ANY

OTHER AUSTRIAN AUTHORITY) NOR ANY OFFERING MATERIAL OR INFORMATION RELATING TO THE FUND MAY BE SUPPLIED TO AUSTRIAN RESIDENTS.

BAHAMAS: SHARES MAY NOT BE OFFERED OR SOLD INTO THE BAHAMAS EXCEPT IN CIRCUMSTANCES THAT DO NOT CONSTITUTE AN OFFER TO THE PUBLIC. SHARES MAY NOT BE OFFERED OR SOLD OR OTHERWISE DISPOSED OF IN ANY WAY TO ANY PERSON DEEMED “RESIDENT” FOR EXCHANGE CONTROL PURPOSES BY THE CENTRAL BANK OF THE BAHAMAS (THE “CBB”) WITHOUT THE PRIOR WRITTEN PERMISSION OF THE CBB.

BAHRAIN: THE PRIVATE PLACEMENT MEMORANDUM HAS NOT BEEN APPROVED BY THE CENTRAL BANK OF BAHRAIN WHICH TAKES NO RESPONSIBILITY FOR ITS CONTENTS. NO OFFER TO THE PUBLIC TO PURCHASE THE SHARES WILL BE MADE IN THE KINGDOM OF BAHRAIN AND THIS PRIVATE PLACEMENT MEMORANDUM IS INTENDED TO BE READ BY THE ADDRESSEE ONLY AND MUST NOT BE PASSED TO, ISSUED TO, OR SHOWN TO THE PUBLIC GENERALLY.

BARBADOS: SHARES MAY NOT BE OFFERED OR SOLD INTO BARBADOS EXCEPT IN CIRCUMSTANCES THAT DO NOT CONSTITUTE AN OFFER TO THE PUBLIC. THIS DOCUMENT IS MADE AVAILABLE ON THE CONDITION THAT IT IS FOR THE USE ONLY BY THE RECIPIENT AND MAY NOT BE PASSED ONTO ANY OTHER PERSON OR BE REPRODUCED IN ANY PART. THE SECURITIES COMMISSION HAS NOT IN ANY WAY EVALUATED THE MERITS OF THE SHARES OFFERED IN THIS PRIVATE PLACEMENT MEMORANDUM AND ANY REPRESENTATION TO THE CONTRARY IS AN OFFENCE.

BELGIUM: THE OFFERING OF SHARES HAS NOT BEEN AND WILL NOT BE NOTIFIED TO THE BELGIAN FINANCIAL SERVICES AND MARKETS AUTHORITY (FSMA) NOR HAS THIS PRIVATE PLACEMENT MEMORANDUM BEEN, NOR WILL IT BE, APPROVED BY THE FSMA. IN ACCORDANCE WITH THE LAW DATED 3 AUGUST 2012 ON UNDERTAKINGS FOR COLLECTIVE INVESTMENT, THE SHARES MAY BE OFFERED IN BELGIUM ONLY IF ONE OF THE FOLLOWING CONDITIONS IS SATISFIED: (A) THE OFFERING IS MADE TO PROFESSIONAL OR INSTITUTIONAL INVESTORS; (B) THE OFFERING IS MADE TO FEWER THAN 150 LEGAL OR NATURAL PERSONS, OTHER THAN PROFESSIONAL OR INSTITUTIONAL INVESTORS; (C) THE OFFERING IS MADE FOR AT LEAST € 100,000 PER INVESTOR AND PER SECURITY, OTHER THAN OPEN-ENDED UNDERTAKINGS FOR COLLECTIVE INVESTMENT; (D) THE OFFERING IS MADE TO LEGAL ENTITIES INVESTING A MINIMUM OF € 250,000 OF AN OPEN-ENDED UCI, (E) THE AMOUNT OF EACH UNIT OF SECURITY (OTHER THAN A SECURITY OF AN OPEN-ENDED UCI) IS AT LEAST € 100,000; (F) THE TOTAL AMOUNT OF THE OFFERING IS LESS THAN € 100,000, CALCULATED ON A 12 MONTH PERIOD. THIS PRIVATE PLACEMENT MEMORANDUM MAY BE DISTRIBUTED IN BELGIUM ONLY TO SUCH INVESTORS FOR THEIR PERSONAL USE AND EXCLUSIVELY FOR THE PURPOSES OF THIS OFFERING OF SHARES. ACCORDINGLY, THIS PRIVATE PLACEMENT MEMORANDUM MAY NOT BE USED FOR ANY OTHER PURPOSE NOR PASSED ON TO ANY OTHER INVESTOR IN BELGIUM.

BERMUDA: SHARES MAY BE OFFERED OR SOLD IN BERMUDA ONLY IN COMPLIANCE WITH THE PROVISIONS OF THE INVESTMENT BUSINESS ACT OF 2003 OF BERMUDA WHICH REGULATES THE SALE OF SECURITIES IN BERMUDA. ADDITIONALLY, NON-BERMUDIAN PERSONS (INCLUDING COMPANIES) MAY NOT CARRY ON OR ENGAGE IN ANY TRADE OR BUSINESS IN BERMUDA UNLESS SUCH PERSONS ARE PERMITTED TO DO SO UNDER APPLICABLE BERMUDA LEGISLATION.

BRAZIL: THE SHARES MAY NOT BE OFFERED OR SOLD TO THE PUBLIC IN BRAZIL. ACCORDINGLY, THE SHARES HAVE NOT BEEN NOR WILL THEY BE REGISTERED WITH THE BRAZILIAN SECURITIES COMMISSION - CVM NOR HAS IT BEEN SUBMITTED TO THE FOREGOING AGENCY FOR APPROVAL. DOCUMENTS RELATING TO THE SHARES, AS WELL AS THE INFORMATION CONTAINED IN THIS PRIVATE PLACEMENT MEMORANDUM, MAY NOT BE SUPPLIED TO THE PUBLIC IN BRAZIL, AS THE OFFERING OF THE SHARES IS NOT A PUBLIC OFFERING OF SECURITIES IN BRAZIL, NOR USED IN CONNECTION WITH ANY OFFER FOR SUBSCRIPTION OR SALE OF SECURITIES TO THE PUBLIC IN BRAZIL.

BULGARIA: THE SHARES MAY NOT BE OFFERED OR SOLD DIRECTLY OR INDIRECTLY IN BULGARIA. THIS PRIVATE PLACEMENT MEMORANDUM HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE OFFERING OF SHARES WITH THE BULGARIAN FINANCIAL SUPERVISION COMMISSION (“FSC”). ANY DISTRIBUTION, ADVERTISEMENT, OFFERING OR SIMILAR ACTIVITIES IN BULGARIA WILL CONSTITUTE A VIOLATION OF APPLICABLE LAW.

BVI: THE SHARES MAY NOT BE OFFERED IN THE BRITISH VIRGIN ISLANDS UNLESS THE FUND OR THE PERSON OFFERING THE SHARES ON ITS BEHALF IS LICENSED TO CARRY ON BUSINESS IN THE BRITISH VIRGIN ISLANDS. THE FUND IS NOT LICENSED TO CARRY ON BUSINESS IN THE BRITISH VIRGIN ISLANDS. THE SHARES MAY BE OFFERED TO BRITISH VIRGIN ISLANDS BUSINESS COMPANIES (FROM OUTSIDE THE BRITISH VIRGIN ISLANDS) WITHOUT RESTRICTION. A BRITISH VIRGIN ISLANDS BUSINESS COMPANY IS A COMPANY FORMED UNDER OR OTHERWISE GOVERNED BY THE BVI BUSINESS COMPANIES ACT, 2004 (BRITISH VIRGIN ISLANDS).

CAYMAN ISLANDS: NO OFFER OR INVITATION TO SUBSCRIBE FOR SHARES MAY BE MADE TO THE PUBLIC IN THE CAYMAN ISLANDS. THIS PRIVATE PLACEMENT MEMORANDUM DOES NOT CONSTITUTE, AND MAY NOT BE CONSTRUED AS, AN INVITATION TO THE PUBLIC OF THE CAYMAN ISLANDS TO SUBSCRIBE FOR SHARES. PERSONS RESIDENT OR DOMICILED IN THE CAYMAN ISLANDS ARE PROHIBITED FROM HOLDING SHARES. THE FUND, HOWEVER, WILL NOT UNDERTAKE BUSINESS WITH THE PUBLIC IN THE CAYMAN ISLANDS OTHER THAN SO FAR AS MAY BE NECESSARY FOR THE CARRYING ON OF THE BUSINESS OF THE FUND EXTERIOR TO THE ISLANDS.

CHINA: NO INVITATION TO OFFER, OR OFFER FOR, OR SALE OF, ANY SHARE OR INVESTMENT WILL BE MADE TO THE PUBLIC IN THE PEOPLE’S REPUBLIC OF CHINA (“PRC”) OR BY ANY MEANS THAT WOULD BE DEEMED PUBLIC OFFERING OF SECURITIES UNDER THE LAWS OF THE PRC. THIS PRIVATE PLACEMENT MEMORANDUM MAY NOT BE DISTRIBUTED TO INDIVIDUALS RESIDENT IN THE PRC OR ENTITIES REGISTERED IN THE PRC UNLESS ALL THE REQUIRED PRC GOVERNMENT APPROVALS HAVE BEEN OBTAINED. IT IS THE INVESTOR’S RESPONSIBILITY TO ENSURE THAT IT HAS OBTAINED ALL NECESSARY PRC GOVERNMENT APPROVALS TO PURCHASE ANY SHARE OR, PARTICIPATE IN ANY INVESTMENT IN THE FUND.

CROATIA: THE OFFERING OF SHARES HAS NOT BEEN AND WILL NOT BE NOTIFIED TO THE CROATIAN FINANCIAL SERVICES SUPERVISORY AGENCY (“HANFA”) NOR HAS THIS PRIVATE PLACEMENT MEMORANDUM BEEN, NOR WILL IT BE, APPROVED BY HANFA. THE SHARES MAY BE OFFERED IN THE REPUBLIC OF CROATIA ONLY IF ONE OF THE FOLLOWING CONDITIONS IS SATISFIED: (A) OFFERINGS TO QUALIFIED INVESTORS OR LEGAL ENTITIES INVESTING A MINIMUM OF € 100,000 (OR EQUIVALENT) FOR ANY SEPARATE OFFER; (B) OFFERINGS ADDRESSED TO FEWER THAN 150 (NATURAL OR LEGAL) INVESTORS; (C) OFFERINGS OF SECURITIES WHICH SHALL BE ALLOTTED IN CONNECTION WITH A MERGER, UNDER CERTAIN CONDITIONS; (D) OFFERINGS OF SHARES ISSUED TO THE EXISTING SHAREHOLDERS, BASED ON AN INCREASE IN THE SHARE CAPITAL FROM THE FUND’S ASSETS; AND (E) OFFERING TO FORMER OR EXISTING MEMBERS OF THE BOARD OR EMPLOYEES, UNDER CERTAIN CONDITIONS. ACCORDINGLY, THIS PRIVATE PLACEMENT MEMORANDUM MAY NOT BE USED FOR ANY OTHER PURPOSE NOR PASSED ON TO ANY OTHER INVESTOR IN REPUBLIC OF CROATIA.

CYPRUS: ACCORDING TO THE LAW 56 (I)/2013 ON ALTERNATIVE INVESTMENT FUND MANAGERS, THE SHARES OF OPEN-ENDED FUNDS MAY NOT BE OFFERED OR SOLD DIRECTLY OR INDIRECTLY IN THE REPUBLIC OF CYPRUS AND NEITHER THIS PRIVATE PLACEMENT MEMORANDUM, WHICH HAS NOT BEEN SUBMITTED TO THE CYPRUS SECURITIES AND EXCHANGE COMMISSION (CYSEC), NOR ANY OFFERING MATERIAL OR INFORMATION CONTAINED THEREIN RELATING TO THE FUND, MAY BE SUPPLIED IN THE REPUBLIC OF CYPRUS NOR USED IN CONNECTION WITH ANY OFFER FOR SUBSCRIPTION OR SALE OF THE SHARES. ANY DISTRIBUTION, ADVERTISEMENT, OFFERING OR SIMILAR ACTIVITIES IN THE REPUBLIC OF CYPRUS OF OPEN-ENDED FUND WILL CONSTITUTE A VIOLATION OF APPLICABLE LAW.

CZECH REPUBLIC: THE OFFERING OF SHARES HAS NOT BEEN AND WILL NOT BE NOTIFIED TO THE CZECH NATIONAL BANK (“CNB”) NOR HAS THIS PRIVATE PLACEMENT MEMORANDUM BEEN, NOR WILL IT BE, APPROVED BY THE CNB. THE SHARES MAY BE OFFERED IN THE CZECH REPUBLIC ONLY TO QUALIFIED INVESTORS, IN ACCORDANCE WITH THE ACT ON INVESTMENT COMPANIES AND INVESTMENT FUNDS IMPLEMENTING THE AIFMD DIRECTIVE. THIS PRIVATE PLACEMENT MEMORANDUM MAY BE DISTRIBUTED IN THE CZECH REPUBLIC ONLY TO QUALIFIED INVESTORS. ACCORDINGLY, THIS PRIVATE PLACEMENT MEMORANDUM MAY NOT BE USED FOR ANY OTHER PURPOSE NOR PASSED ON TO ANY OTHER INVESTOR IN CZECH REPUBLIC.

DENMARK: THE FUND IS NOT AUTHORISED UNDER THE DANISH AIFMD ACT. ACCORDINGLY, SHARES MAY NOT BE MARKETED IN DENMARK AND THIS PRIVATE PLACEMENT MEMORANDUM OR OTHER DOCUMENT OR

OFFERING AND MARKETING MATERIAL RELATING TO THE SHARES MAY NOT BE PUBLISHED OR DISTRIBUTED IN DENMARK.

DIFC: THIS PRIVATE PLACEMENT MEMORANDUM RELATES TO THE FUND, WHICH IS NOT SUBJECT TO ANY FORM OF REGULATION OR APPROVAL BY THE DUBAI FINANCIAL SERVICES AUTHORITY ("DFSA"). THIS PRIVATE PLACEMENT MEMORANDUM IS INTENDED FOR DISTRIBUTION ONLY TO PERSONS OF A TYPE SPECIFIED IN THE DFSA'S RULES (I.E. "QUALIFIED INVESTORS") AND MUST NOT, THEREFORE, BE DELIVERED TO, OR RELIED ON BY, ANY OTHER TYPE OF PERSON. THE DFSA HAS NO RESPONSIBILITY FOR REVIEWING OR VERIFYING ANY PRIVATE PLACEMENT MEMORANDUM OR OTHER DOCUMENTS IN CONNECTION WITH THE FUND. ACCORDINGLY, THE DFSA HAS NOT APPROVED THIS PRIVATE PLACEMENT MEMORANDUM OR ANY OTHER ASSOCIATED DOCUMENTS NOR TAKEN ANY STEPS TO VERIFY THE INFORMATION SET OUT IN THIS PRIVATE PLACEMENT MEMORANDUM, AND HAS NO RESPONSIBILITY FOR IT. THE SHARES TO WHICH THIS PRIVATE PLACEMENT MEMORANDUM RELATES MAY BE ILLIQUID OR SUBJECT TO RESTRICTIONS ON THEIR RESALE. PROSPECTIVE PURCHASERS OF THE SHARES OFFERED SHOULD CONDUCT THEIR OWN DUE DILIGENCE ON THE SHARES. IF YOU DO NOT UNDERSTAND THE CONTENTS OF THIS PRIVATE PLACEMENT MEMORANDUM YOU SHOULD CONSULT AN AUTHORISED FINANCIAL ADVISER.

ESTONIA: THE OFFERING OF SHARES HAS NOT BEEN AND WILL NOT BE NOTIFIED TO THE ESTONIAN FINANCIAL SUPERVISION AUTHORITY ("EFSA") NOR HAS THIS PRIVATE PLACEMENT MEMORANDUM BEEN, NOR WILL IT BE, APPROVED BY THE EFSA. THE SHARES MAY BE OFFERED IN THE REPUBLIC OF ESTONIA ONLY TO QUALIFIED INVESTORS, IN ACCORDANCE WITH THE ESTONIAN INVESTMENT FUNDS ACT. THIS PRIVATE PLACEMENT MEMORANDUM MAY BE DISTRIBUTED IN REPUBLIC OF ESTONIA ONLY TO QUALIFIED INVESTORS. ACCORDINGLY, THIS PRIVATE PLACEMENT MEMORANDUM MAY NOT BE USED FOR ANY OTHER PURPOSE NOR PASSED ON TO ANY OTHER INVESTOR IN THE REPUBLIC OF ESTONIA.

EUROPEAN UNION ("EU"): DIRECTIVE 2011/61/EU OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL OF 8 JUNE 2011 ON ALTERNATIVE INVESTMENT FUND MANAGERS ("AIFM") AND AMENDING DIRECTIVES 2003/41/EC AND 2009/65/EC AND REGULATIONS (EC) NO 1060/2009 AND (EU) NO 1095/2010 (THE "AIFM DIRECTIVE") REQUIRES THAT A NON-EU AIFM, SUCH AS THE INVESTMENT MANAGER, MARKETING A NON-EU ALTERNATIVE INVESTMENT FUND ("AIF"), SUCH AS THE FUND, INTO THE EU FROM 22 JULY 2013 UNTIL 2016 (OR LATER, IF THE FUND CHOSE NOT TO REGISTER AND OPT-IN TO THE MARKETING PASSPORT) ENSURES THAT IN ADDITION TO COMPLYING WITH THE NATIONAL PRIVATE PLACEMENT RULES IN EACH EU COUNTRY INTO WHICH IT INTENDS TO MARKET THE FUND, IT PROVIDES ANY PROSPECTIVE EU INVESTORS WITH THE ANNUAL REPORT AND THE INVESTOR DISCLOSURES, PREPARED IN ACCORDANCE WITH THE AIFM DIRECTIVE'S REQUIREMENTS. IN ADDITION, THE AIFM DIRECTIVE REQUIRES THAT FOR THE MARKETING TO BE PERMITTED UNDER THE AIFM DIRECTIVE THERE SHOULD BE (1) APPROPRIATE COOPERATION AGREEMENTS IN PLACE BETWEEN THE REGULATORS OF THE COUNTRIES OF THE NON-EU AIFM AND THE NON-EU AIF AND EACH COUNTRY IN THE EU INTO WHICH THE AIF IS TO BE MARKETED UNDER PRIVATE PLACEMENT RULES, AND (2) THE COUNTRY WHERE THE NON-EU AIF IS ESTABLISHED MUST NOT BE LISTED AS A NON-COOPERATIVE COUNTRY AND TERRITORY BY THE FINANCIAL ACTION TASK FORCE ON ANTI-MONEY LAUNDERING AND TERRORIST FINANCING. THE ABILITY FOR AN EU COUNTRY TO ALLOW MARKETING BY A NON-EU AIFM OF A NON-EU AIF UNDER NATIONAL PRIVATE PLACEMENT RULES IS OPTIONAL AND WILL HAVE TO BE ASSESSED ON A COUNTRY BY COUNTRY BASIS. EU COUNTRIES MAY IMPOSE STRICTER RULES ON A NATIONAL BASIS.

FINLAND: ACCORDING TO THE FINNISH AFMA ("AIFM ACT"), THE SHARES OF THE FUND MUST NOT BE OFFERED OR SOLD DIRECTLY OR INDIRECTLY IN THE REPUBLIC OF FINLAND OR TO RESIDENTS OF FINLAND OTHER THAN IN COMPLIANCE WITH ALL APPLICABLE PROVISIONS OF THE LAWS OF THE REPUBLIC OF FINLAND AND ESPECIALLY IN COMPLIANCE WITH THE AIFM ACT AND ANY REGULATIONS MADE THEREUNDER, AS SUPPLEMENTED AND AMENDED FROM TIME TO TIME.

FRANCE: THE SHARES MAY NOT BE OFFERED OR SOLD DIRECTLY OR INDIRECTLY IN THE REPUBLIC OF FRANCE AND NEITHER THIS PRIVATE PLACEMENT MEMORANDUM, WHICH HAS NOT BEEN SUBMITTED TO THE AUTORITÉ DES MARCHÉS FINANCIERS, NOR ANY OFFERING MATERIAL OR INFORMATION CONTAINED THEREIN RELATING TO THE FUND, MAY BE SUPPLIED IN THE REPUBLIC OF FRANCE NOR USED IN CONNECTION WITH ANY OFFER FOR SUBSCRIPTION OR SALE OF THE SHARES IN THE REPUBLIC OF FRANCE.

GERMANY: THE SHARES OFFERED PURSUANT TO THIS PRIVATE PLACEMENT MEMORANDUM MAY NOT BE OFFERED OR SOLD DIRECTLY OR INDIRECTLY IN GERMANY. THIS PRIVATE PLACEMENT MEMORANDUM HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE GERMAN CAPITAL INVESTMENT CODE (*KAPITALANLAGEGESETZBUCH*) OR ANY OTHER GERMAN SECURITIES LAWS. ANY PUBLIC DISTRIBUTION, ADVERTISEMENT, PRIVATE PLACEMENT OR SIMILAR ACTIVITIES IN GERMANY WILL CONSTITUTE A VIOLATION OF APPLICABLE LAW.

GREECE: THE SHARES OFFERED PURSUANT TO THIS PRIVATE PLACEMENT MEMORANDUM MAY NOT BE OFFERED OR SOLD IN ANY MANNER THAT CONSTITUTES AN OFFER OR SALE TO THE PUBLIC IN THE HELLENIC REPUBLIC WITHIN THE LAWS AND REGULATIONS FROM TIME TO TIME APPLICABLE TO PUBLIC OFFERS OR SALES OF SECURITIES.

HONG KONG: THIS PRIVATE PLACEMENT MEMORANDUM HAS NOT BEEN APPROVED BY THE SECURITIES AND FUTURES COMMISSION IN HONG KONG. ACCORDINGLY, THE (A) SHARES MAY NOT BE OFFERED OR SOLD AND HAVE NOT BEEN OFFERED OR SOLD IN HONG KONG, BY MEANS OF THIS PRIVATE PLACEMENT MEMORANDUM OR ANY OTHER DOCUMENT OTHER THAN TO (I) “PROFESSIONAL INVESTORS” AS DEFINED IN THE SECURITIES AND FUTURES ORDINANCE (CHAPTER 571 OF HONG KONG) AND ANY RULES MADE UNDER THAT ORDINANCE OR (II) IN OTHER CIRCUMSTANCES WHICH DO RESULT IN THE DOCUMENT BEING A “PROSPECTUS” AS DEFINED IN THE COMPANIES ORDINANCE (CAP. 32) OF HONG KONG OR WHICH DO NOT CONSTITUTE AN OFFER TO THE PUBLIC WITHIN THE MEANING OF THAT ORDINANCE; AND (B) NO PERSON HAS ISSUED OR HAD IN ITS POSSESSION FOR THE PURPOSES OF ISSUE, AND WILL NOT ISSUE OR HAVE IN ITS POSSESSION FOR THE PURPOSES OF ISSUE, WHETHER IN HONG KONG OR ELSEWHERE, ANY ADVERTISEMENT, INVITATION OR DOCUMENTS RELATING TO THE SHARES, WHICH IS DIRECTED AT, OR THE CONTENTS OF WHICH ARE OR ARE LIKELY TO BE ACCESSED OR READ BY, THE PUBLIC IN HONG KONG (EXCEPT IF PERMITTED TO DO SO UNDER SECURITIES LAWS OF HONG KONG) OTHER THAN WITH RESPECT TO THE SHARES WHICH ARE OR ARE INTENDED TO BE DISPOSED OF ONLY TO PERSONS OUTSIDE HONG KONG OR ONLY TO “PROFESSIONAL INVESTORS” WITHIN THE MEANING OF THE SECURITIES AND FUTURES ORDINANCE (CAP. 571) OF HONG KONG AND ANY RULES MADE UNDER THAT ORDINANCE.

HUNGARY: THE OFFERING OF SHARES HAS NOT BEEN, AND WILL NOT BE, NOTIFIED TO THE NATIONAL BANK OF HUNGARY (“NBH”) NOR HAS THIS PRIVATE PLACEMENT MEMORANDUM BEEN, NOR WILL IT BE, APPROVED BY THE NBH. IN RELIANCE OF HUNGARY BY THE LAW XCI OF 2014 AND THE ACT CXX OF 2001, THE SHARES MAY BE OFFERED IN HUNGARY ONLY IF ONE OF THE FOLLOWING CONDITIONS IS SATISFIED: (A) OFFERING TO QUALIFIED INVESTORS; (B) OFFERING TO FEWER THAN 150 NON QUALIFIED INVESTORS IN EACH EU MEMBER STATE; (C) INVESTORS WITH A MINIMUM HOLDING AND VALUE OF SECURITIY EQUAL TO € 100,000 OR THE EQUIVALENT IN ANY OTHER CURRENCY; (D) THE ISSUE VALUE OF ALL SECURITIES ISSUED IN THE EU MEMBER STATES DOES NOT EXCEED € 100,000, OR ITS EQUIVALENT IN ANY OTHER CURRENCY, WITHIN 12 MONTHS FROM THE OFFERING DATE. ACCORDINGLY, THIS PRIVATE PLACEMENT MEMORANDUM MAY NOT BE USED FOR ANY OTHER PURPOSE NOR PASSED ON TO ANY OTHER INVESTOR IN HUNGARY.

INDIA: THE DISTRIBUTION OF THE PRIVATE PLACEMENT MEMORANDUM OF THE SHARES IS NEITHER MEANT FOR ANY INDIVIDUAL OR CORPORATE WHO IS NOT ALLOWED TO INVEST IN THE SHARES NOR IS THIS MATERIAL IS INTENDED TO SOLICIT BUSINESS FROM ANY OF THE JURISDICTIONS, THE LAWS OF WHICH DO NOT PERMIT INVESTMENT IN THE SHARES BY ANY INDIVIDUAL OR CORPORATE.

INDONESIA: NO REGISTRATION STATEMENT HAS BEEN FILED WITH THE CAPITAL MARKET AND FINANCIAL INSTITUTION SUPERVISORY AGENCY (BAPEPAMLK) AND THE FUND HAS NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE INDONESIAN CAPITAL MARKET LAW AND ITS IMPLEMENTING REGULATIONS. THIS EXPLANATORY MEMORANDUM AND ANY OTHER OFFERING MATERIALS RELATING TO THE FUND MAY NOT BE DISTRIBUTED IN INDONESIA AND MAY NOT BE OFFERED OR SOLD IN INDONESIA, OR TO INDONESIAN CITIZENS WHEREVER THEY ARE DOMICILED, IN A MANNER WHICH CONSTITUTES A PUBLIC OFFER UNDER INDONESIAN LAWS.

IRELAND: THIS PRIVATE PLACEMENT MEMORANDUM DOES NOT CONSTITUTE OR FORM PART OF ANY OFFER OR INVITATION TO THE PUBLIC TO SUBSCRIBE FOR OR PURCHASE SHARES IN THE FUND AND SHALL NOT BE CONSTRUED AS SUCH AND NO PERSON OTHER THAN THE PERSON TO WHOM THIS PRIVATE PLACEMENT

MEMORANDUM HAS BEEN ADDRESSED OR DELIVERED SHALL BE ELIGIBLE TO SUBSCRIBE FOR OR PURCHASE SHARES IN THE FUND. SHARES IN THE FUND WILL NOT IN ANY EVENT BE MARKETED IN IRELAND WITHOUT THE PRIOR AUTHORISATION OF THE IRISH FINANCIAL REGULATOR.

ISLE OF MAN: THE FUND IS NOT A RECOGNISED COLLECTIVE INVESTMENT SCHEME FOR THE PURPOSES OF SECTIONS 12 OR 13 OF THE FINANCIAL SUPERVISION ACT 1988 (THE “IOM ACT”) OF THE ISLE OF MAN AND IS THUS SUBJECT TO THE PROHIBITION ON THE PROMOTION OF COLLECTIVE INVESTMENT SCHEMES CONTAINED IN SECTION 1(1) OF THE IOM ACT. ACCORDINGLY, THIS PRIVATE PLACEMENT MEMORANDUM MAY ONLY BE ISSUED OR PASSED ON TO ANY PERSON IN THE ISLE OF MAN BY WAY OF THE TWO LIMITED EXCEPTIONS TO THIS GENERAL PROHIBITION CONTAINED IN SECTION 1(2) OF THE IOM ACT AND THE FINANCIAL SUPERVISION (PROMOTION OF UNREGULATED SCHEMES) (EXEMPTION) REGULATIONS 1992. SHAREHOLDERS IN THE FUND ARE NOT PROTECTED BY ANY STATUTORY COMPENSATION SCHEME AND THE ISLE OF MAN FINANCIAL SUPERVISION COMMISSION DOES NOT REGULATE THE FUND AND HAS NOT APPROVED IT.

ISRAEL: THIS PRIVATE PLACEMENT MEMORANDUM HAS NOT BEEN APPROVED BY THE ISRAELI SECURITIES AUTHORITY AND THEREFORE WILL NOT BE DISTRIBUTED TO ISRAELI RESIDENTS.

ITALY: SHARES MAY NOT BE OFFERED OR SOLD AND THE PRIVATE PLACEMENT MEMORANDUM, OR ANY CIRCULAR, ADVERTISEMENT OR OTHER DOCUMENT OR OFFERING MATERIAL RELATING TO THE SHARES, MAY NOT BE PUBLISHED, DISTRIBUTED OR MADE AVAILABLE IN THE REPUBLIC OF ITALY OR TO ANY ITALIAN RESIDENT INVESTOR IN CIRCUMSTANCES WHICH WOULD BE IN BREACH OF RELEVANT ITALIAN LAW AND REGULATIONS.

JAPAN: THE SHARES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES AND EXCHANGE LAW OF JAPAN AND, ACCORDINGLY, NO SHARES MAY BE OFFERED OR SOLD, DIRECTLY OR INDIRECTLY, IN JAPAN OR TO, OR FOR THE BENEFIT, OF ANY JAPANESE PERSON OR TO OTHERS FOR RE-OFFERING OR RESALE, DIRECTLY OR INDIRECTLY, IN JAPAN OR TO ANY JAPANESE PERSON EXCEPT UNDER CIRCUMSTANCES WHICH WILL RESULT IN COMPLIANCE WITH ALL APPLICABLE LAWS, REGULATIONS AND GUIDELINES PROMULGATED BY THE RELEVANT JAPANESE GOVERNMENTAL AND REGULATORY AUTHORITIES AND IN EFFECT AT THE RELEVANT TIME. FOR THIS PURPOSE, “JAPANESE PERSON” MEANS ANY PERSON RESIDENT IN JAPAN, INCLUDING ANY CORPORATION OR OTHER ENTITY ORGANISED UNDER THE LAWS OF JAPAN.

JERSEY: THIS PRIVATE PLACEMENT MEMORANDUM RELATES TO A PRIVATE OFFERING AND DOES NOT CONSTITUTE AN OFFER TO THE PUBLIC IN JERSEY TO SUBSCRIBE FOR THE SHARES OFFERED HEREBY. NO REGULATORY APPROVAL HAS BEEN SOUGHT TO THE OFFER IN JERSEY AND IT MUST BE DISTINCTLY UNDERSTOOD THAT THE JERSEY FINANCIAL SERVICES COMMISSION DOES NOT ACCEPT ANY RESPONSIBILITY FOR THE FINANCIAL SOUNDNESS OF OR ANY REPRESENTATIONS MADE IN CONNECTION WITH THE FUND. THE OFFER OF SHARES IS PERSONAL TO THE PERSON TO WHOM THIS PRIVATE PLACEMENT MEMORANDUM IS BEING DELIVERED BY OR ON BEHALF OF THE FUND, AND A SUBSCRIPTION FOR THE SHARES WILL ONLY BE ACCEPTED FROM SUCH PERSON. THE PRIVATE PLACEMENT MEMORANDUM MAY NOT BE REPRODUCED OR USED FOR ANY OTHER PURPOSE.

LATVIA: THE SHARES MAY NOT BE OFFERED OR SOLD DIRECTLY OR INDIRECTLY IN LATVIA. THIS PRIVATE PLACEMENT MEMORANDUM HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE LAW ON ALTERNATIVE INVESTMENT FUNDS, THE LAW ON MARKET FOR FINANCIAL INSTRUMENT OR ANY OTHER LATVIAN SECURITIES LAWS. ANY PUBLIC DISTRIBUTION, ADVERTISEMENT, OFFERING OR SIMILAR ACTIVITIES IN LATVIA WILL CONSTITUTE A VIOLATION OF APPLICABLE LAW.

LIECHTENSTEIN: ACCORDING TO LAW ON ALTERNATIVE INVESTMENT FUND MANAGERS (“AIFMG-L”) AND THE EEA AGREEMENT, THE LAW ON INVESTMENT UNDERTAKINGS (“IUG”) THE SHARES OF AIFM FROM THIRD STATE MAY NOT BE OFFERED OR SOLD DIRECTLY OR INDIRECTLY IN LIECHTENSTEIN. THIS PRIVATE PLACEMENT MEMORANDUM HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE AIFMG-L, THE IUG OR ANY OTHER SECURITIES LAWS. ANY PUBLIC DISTRIBUTION, ADVERTISEMENT, OFFERING OR SIMILAR ACTIVITIES OF THIRD PARTY AIFM IN LIECHTENSTEIN WILL CONSTITUTE A VIOLATION OF APPLICABLE LAW.

LITHUANIA: THE SHARES MAY NOT BE OFFERED OR SOLD DIRECTLY OR INDIRECTLY IN THE REPUBLIC OF LITHUANIA. THIS PRIVATE PLACEMENT MEMORANDUM HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER

THE REPUBLIC OF LITHUANIA UNDER THE LAW ON COLLECTIVE INVESTMENT UNDERTAKINGS. ANY DISTRIBUTION, ADVERTISEMENT, OFFERING OR SIMILAR ACTIVITIES IN THE REPUBLIC OF LITHUANIA WILL CONSTITUTE A VIOLATION OF APPLICABLE LAW.

LUXEMBOURG: THE FUND AND ITS SEGREGATED PORTFOLIOS HAVE NOT BEEN AND WILL NOT BE AUTHORISED OR REGISTERED WITH THE COMMISSION DE SURVEILLANCE DU SECTEUR FINANCIER OF LUXEMBOURG. THE SHARES OFFERED PURSUANT TO THIS PRIVATE PLACEMENT MEMORANDUM SHALL IN ANY EVENT NOT BE MARKETED IN LUXEMBOURG ON A PUBLIC DISTRIBUTION BASIS.

MALTA: ACCORDING TO THE INVESTMENT SERVICES ACT (ALTERNATIVE INVESTMENT FUND MANAGER) (THIRD COUNTRY) (THE “THIRD COUNTRY REGULATIONS”), THE OFFERING OF SHARES HAS NOT BEEN AND WILL NOT BE NOTIFIED TO THE MALTA FINANCIAL SERVICES AUTHORITY (“MFSA”) NOR HAS THIS PRIVATE PLACEMENT MEMORANDUM BEEN, NOR WILL IT BE, APPROVED BY THE MFSA. ANY DISTRIBUTION, ADVERTISEMENT, OFFERING OR SIMILAR ACTIVITIES IN MALTA WILL CONSTITUTE A VIOLATION OF APPLICABLE LAW.

MEXICO: THE SHARES HAVE NOT BEEN AND WILL NOT BE REGISTERED WITH THE NATIONAL REGISTRY OF SECURITIES, MAINTAINED BY THE MEXICAN NATIONAL BANKING COMMISSION AND, AS A RESULT, MAY NOT BE OFFERED OR SOLD PUBLICLY IN MEXICO. THE FUND AND ANY UNDERWRITER OR PURCHASER MAY OFFER AND SELL THE SHARES IN MEXICO, TO INSTITUTIONAL AND ACCREDITED INVESTORS, ON A PRIVATE PLACEMENT BASIS, UNDER ARTICLE 8 OF THE MEXICAN SECURITIES MARKET LAW.

NETHERLANDS: ACCORDING TO THE FINANCIAL MARKETS SUPERVISION ACT AMENDMENT 2014 (*WIJZIGINGSWET FINANCIËLE MARKTEN 2014*), THE SHARES OF THE FUND MUST NOT BE OFFERED OR SOLD DIRECTLY IN THE NETHERLANDS OR TO DUTCH RESIDENTS OTHER THAN IN COMPLIANCE WITH ALL APPLICABLE PROVISIONS OF THE LAWS OF THE REPUBLIC OF THE NETHERLANDS AND ESPECIALLY IN COMPLIANCE WITH THE FINANCIAL MARKETS SUPERVISION ACT AMENDMENT 2014 AND ANY REGULATIONS MADE THEREUNDER, AS SUPPLEMENTED AND AMENDED FROM TIME TO TIME.

NORWAY: ACCORDING TO THE NORVEGIAN ALTERNATIVE INVESTMENT FUNDS LAW (“AIFM ACT”) THE SHARES OF OPEN-ENDED FUNDS MUST NOT BE OFFERED OR SOLD DIRECTLY IN NORWAY OR TO NORVEGIAN RESIDENTS. ANY PUBLIC DISTRIBUTION, ADVERTISEMENT, PRIVATE PLACEMENT OR SIMILAR ACTIVITIES IN NORWAY WILL CONSTITUTE A VIOLATION OF APPLICABLE LAW.

POLAND: THE SHARES OF OPEN-ENDED FUNDS MUST NOT BE OFFERED OR SOLD DIRECTLY IN POLAND OR TO POLISH RESIDENTS. THE SHARES OFFERED PURSUANT TO THIS PRIVATE PLACEMENT MEMORANDUM SHALL IN ANY EVENT NOT BE MARKETED IN POLAND ON A DISTRIBUTION BASIS.

PORTUGAL: THE OFFERING OF SHARES HAS NOT BEEN AND WILL NOT BE NOTIFIED TO THE PORTUGUESE SECURITIES MARKET COMMISSION (“CMVM”) NOR HAS THIS PRIVATE PLACEMENT MEMORANDUM BEEN, NOR WILL IT BE, APPROVED BY THE CMVM. THE SHARES MAY BE OFFERED IN PORTUGAL ONLY IF ONE OF THE FOLLOWING CONDITIONS IS SATISFIED: (A) OFFERINGS TOQUALIFIED INVESTORS OR (B) SUBSCRIPTION OFFERS ADDRESSED BY NON-PUBLICLY HELD COMPANIES TO THE MAJORITY OF THEIR SHAREHOLDERS. ACCORDINGLY, THIS PRIVATE PLACEMENT MEMORANDUM MAY NOT BE USED FOR ANY OTHER PURPOSE NOR PASSED ON TO ANY OTHER INVESTOR IN PORTUGAL.

ROMANIA: ACCORDING TO THE PROVISION OF THE CAPITAL MARKET LAW NO. 297/2004, THE FUND AND ITS SEGREGATED PORTFOLIOS HAVE NOT BEEN AND WILL NOT BE AUTHORISED OR REGISTERED WITH THE ROMANIAN FINANCIAL SUPERVISORY AUTHORITY (“FSA”). THE SHARES OFFERED PURSUANT TO THIS PRIVATE PLACEMENT MEMORANDUM SHALL IN ANY EVENT NOT BE MARKETED IN ROMANIA ON A PUBLIC DISTRIBUTION BASIS.

RUSSIA: THE SHARES HAVE NOT BEEN AUTHORISED TO BE OFFERED TO THE PUBLIC IN THE RUSSIAN FEDERATION. THIS PRIVATE PLACEMENT MEMORANDUM IS BEING ISSUED BY THE INVESTMENT MANAGER TO A LIMITED NUMBER OF PARTIES IN CONNECTION WITH THE POSSIBLE DISPOSAL BY THE SHARES. THE PURPOSE OF THIS PRIVATE PLACEMENT MEMORANDUM IS TO ASSIST THE RECIPIENT IN DECIDING WHETHER IT WISHES TO MAKE ANY FURTHER ENQUIRIES IN RELATION TO THE SHARES. THIS PRIVATE PLACEMENT MEMORANDUM DOES NOT CONSTITUTE AN OFFER OR INVITATION FOR THE SALE OR PURCHASE OF THE SHARES. THE

INFORMATION IN THIS PRIVATE PLACEMENT MEMORANDUM DOES NOT PURPORT TO BE COMPREHENSIVE AND HAS NOT BEEN INDEPENDENTLY VERIFIED. WHILE THIS INFORMATION HAS BEEN PREPARED IN GOOD FAITH, NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IS OR WILL BE MADE AND NO RESPONSIBILITY OR LIABILITY IS OR WILL BE ACCEPTED BY THE INVESTMENT MANAGER OR BY ANY OF THEIR RESPECTIVE OFFICERS, EMPLOYEES OR AGENTS IN RELATION TO THE ACCURACY OR COMPLETENESS OF THIS PRIVATE PLACEMENT MEMORANDUM OR ANY OTHER WRITTEN OR ORAL INFORMATION MADE AVAILABLE TO ANY INTERESTED PARTY OR ITS ADVISERS AND ANY SUCH LIABILITY IS EXPRESSLY DISCLAIMED. THIS PRIVATE PLACEMENT MEMORANDUM HAS BEEN DELIVERED TO INTERESTED PARTIES FOR INFORMATION PURPOSES ONLY AND ON THE EXPRESS UNDERSTANDING THAT THEY WILL USE IT ONLY FOR THE PURPOSE SET OUT ABOVE. IF YOU HAVE NOT RECEIVED THIS PRIVATE PLACEMENT MEMORANDUM DIRECTLY FROM OR ON BEHALF OF THE INVESTMENT MANAGER, YOUR RECEIPT IS UNAUTHORISED. PLEASE RETURN THIS DOCUMENT TO THE INVESTMENT MANAGER OR ITS REPRESENTATIVES IMMEDIATELY.

SINGAPORE: THIS PRIVATE PLACEMENT MEMORANDUM HAS NOT BEEN REGISTERED AND WILL NOT BE REGISTERED AS A PROSPECTUS WITH THE MONETARY AUTHORITY OF SINGAPORE, AND THE FUND IS NOT AUTHORISED OR RECOGNISED BY THE MONETARY AUTHORITY OF SINGAPORE. ACCORDINGLY, THIS PRIVATE PLACEMENT MEMORANDUM AND ANY OTHER DOCUMENT OR MATERIAL IN CONNECTION WITH THE OFFER OR SALE, OR INVITATION FOR SUBSCRIPTION OR PURCHASE, OF SHARES MAY NOT BE CIRCULATED OR DISTRIBUTED, NOR MAY SHARES BE OFFERED AND SOLD, OR BE MADE THE SUBJECT OF AN INVITATION FOR SUBSCRIPTION OR PURCHASE, WHETHER DIRECTLY OR INDIRECTLY, TO THE PUBLIC OR ANY MEMBER OF THE PUBLIC IN SINGAPORE UNLESS PERMITTED UNDER ANY APPLICABLE EXEMPTION. MOREOVER, THIS PRIVATE PLACEMENT MEMORANDUM IS NOT A PROSPECTUS AS DEFINED IN THE SECURITIES AND FUTURES ACT, CHAPTER 289 OF SINGAPORE (THE “SFA”). ACCORDINGLY, STATUTORY LIABILITY UNDER THE SFA IN RELATION TO THE CONTENT OF PROSPECTUSES WOULD NOT APPLY. INVESTORS SHOULD CONSIDER CAREFULLY WHETHER THE INVESTMENT IS SUITABLE IN LIGHT OF THEIR OWN PERSONAL CIRCUMSTANCES.

SLOVAKIA: THE FUND AND ITS SEGREGATED PORTFOLIOS HAVE NOT BEEN AND WILL NOT BE AUTHORISED OR REGISTERED WITH THE NATIONAL BANK OF SLOVAKIA. THE SHARES OFFERED PURSUANT TO THIS PRIVATE PLACEMENT MEMORANDUM SHALL, IN ANY EVENT, NOT BE MARKETED IN THE REPUBLIC OF SLOVAKIA ON A PUBLIC DISTRIBUTION BASIS.

SLOVENIA: ACCORDING TO THE FINANCIAL INSTRUMENTS MARKET ACT (THE “ZTFI”), THE FUND AND ITS SEGREGATED PORTFOLIOS HAVE NOT BEEN AND WILL NOT BE AUTHORISED OR REGISTERED WITH THE SECURITY MARKET AGENCY (“ATVP”). IN RELIANCE OF THE ZTFI, THE SHARES MAY BE OFFERED IN THE REPUBLIC OF SLOVENIA ONLY TO (A) QUALIFIED INVESTORS, (B) QUALIFIED INVESTORS HOLDING A MINIMUM OF € 100,000 AND (C) FEWER OF 150 NATURAL OR LEGAL PERSONS PER MEMBER STATE. THE SHARES OFFERED PURSUANT TO THIS PRIVATE PLACEMENT MEMORANDUM SHALL, IN ANY EVENT, NOT BE MARKETED IN THE REPUBLIC OF SLOVENIA ON A PUBLIC DISTRIBUTION BASIS.

SOUTH AFRICA: THE FUND HAS NOT BEEN REGISTERED AS AN EXTERNAL COMPANY IN SOUTH AFRICA AND THE REGISTRAR OF COMPANIES HAS NOT EXEMPTED THE FUND FROM COMPLIANCE WITH THE PROVISIONS OF THE COMPANIES ACT, 1973 REGARDING THE OFFER OF SHARES IN THE FUND FOR SUBSCRIPTION OR SALE TO THE PUBLIC. THIS PRIVATE PLACEMENT MEMORANDUM DOES NOT CONSTITUTE A PROSPECTUS AS CONTEMPLATED IN THE COMPANIES ACT AND HAS NOT BEEN REGISTERED WITH THE REGISTRAR OF COMPANIES. THE FUND IS NOT REGISTERED WITH OR REGULATED BY THE FINANCIAL SERVICES BOARD IN SOUTH AFRICA AND THE REGISTRAR OF COLLECTIVE INVESTMENT SCHEMES HAS NOT GRANTED APPROVAL TO THE FUND TO SOLICIT INVESTMENTS IN THE FUND FROM MEMBERS OF THE PUBLIC IN SOUTH AFRICA, AS CONTEMPLATED IN SECTION 65(1) OF THE COLLECTIVE INVESTMENT SCHEMES CONTROL ACT, 2002. ACCORDINGLY, THE FUND IS NOT PERMITTED, AND THIS PRIVATE PLACEMENT MEMORANDUM MAY NOT BE USED, TO OFFER THE SHARES OF THE FUND FOR SUBSCRIPTION OR SALE TO THE PUBLIC IN SOUTH AFRICA OR TO SOLICIT INVESTMENTS FROM MEMBERS OF THE PUBLIC IN SOUTH AFRICA, NOR MAY ANY OTHER PERSON DO SO.

SOUTH KOREA: THE FUND MAKES NO REPRESENTATION AS TO THE ELIGIBILITY OF ANY RECIPIENT OF THIS PRIVATE PLACEMENT MEMORANDUM TO ACQUIRE THE SHARES UNDER THE LAWS OF KOREA, INCLUDING, WITHOUT LIMITATION, THE FOREIGN EXCHANGE TRANSACTION LAW AND REGULATIONS UNDER IT. THE

SHARES IN THE FUND HAVE NOT BEEN REGISTERED WITH THE FINANCIAL SUPERVISORY COMMISSION OF KOREA (THE "FSC") UNDER THE FINANCIAL INVESTMENT SERVICES AND CAPITAL MARKETS ACT OF KOREA, AND NONE OF THE SHARES MAY NOT BE OFFERED, SOLD OR DELIVERED, OR OFFERED OR SOLD TO ANY PERSON FOR REOFFERING OR RESALE, DIRECTLY OR INDIRECTLY, IN KOREA OR TO ANY RESIDENT OF KOREA, EXCEPT UNDER APPLICABLE LAWS AND REGULATIONS OF KOREA. FURTHERMORE, THE SHARES MAY NOT BE RESOLD TO KOREAN RESIDENTS UNLESS THE PURCHASER OF THE SHARES COMPLIES WITH ALL APPLICABLE REGULATORY REQUIREMENTS (INCLUDING, WITHOUT LIMITATION, GOVERNMENTAL APPROVAL REQUIREMENTS UNDER THE FOREIGN EXCHANGE TRANSACTION LAW AND ITS SUBORDINATE DECREES AND REGULATIONS) IN CONNECTION WITH PURCHASE OF THE SHARES.

SPAIN: THIS PRIVATE PLACEMENT MEMORANDUM HAS NOT BEEN APPROVED OR REGISTERED BY THE COMISIÓN NACIONAL DEL MERCADO DE VALORES (CNMV). THE SHARES ARE NOT TO BE OFFERED IN SPAIN.

SWEDEN: THE FUND IS NOT AUTHORISED UNDER THE SWEDISH ACT ON ALTERNATIVE INVESTMENT FUND MANAGERS, AND ANY SALE, REDEMPTION OR REPURCHASE OF SHARES WILL TAKE PLACE OUTSIDE SWEDEN ACCORDING TO THE SWEDISH FINANCIAL INSTRUMENTS TRADING ACT (*SW. LAG (1991:980) OM HANDEL MED FINANSIELLA INSTRUMENT*). THIS PRIVATE PLACEMENT MEMORANDUM MAY NOT BE DISTRIBUTED TO THE PUBLIC IN SWEDEN, AND A SWEDISH RECIPIENT OF THIS PRIVATE PLACEMENT MEMORANDUM MAY NOT IN ANY WAY FORWARD THE PRIVATE PLACEMENT MEMORANDUM TO THE PUBLIC IN SWEDEN.

SWITZERLAND: THE FUND IS NOT AUTHORISED BY, OR REGISTERED WITH, THE SWISS INVESTMENT FUND SUPERVISORY AUTHORITY, THE SWISS FINANCIAL MARKET SUPERVISORY AUTHORITY (FINMA). ACCORDINGLY, NO MARKETING OR DISTRIBUTION WITHIN THE MEANING OF THE SWISS FEDERAL COLLECTIVE INVESTMENT SCHEMES ACT OF 23 JUNE 2006, AS AMENDED ("CISA") MAY BE CONDUCTED IN OR FROM SWITZERLAND AS REGARDS TO THE SHARES OF THE FUND EXCEPT SUBJECT TO AUTHORISATION GRANTED BY THE FINMA OR OTHERWISE IN COMPLIANCE WITH THE CISA.

UNITED ARAB EMIRATES: FOR UNITED ARAB EMIRATES RESIDENTS ONLY. THIS PRIVATE PLACEMENT MEMORANDUM, AND THE INFORMATION CONTAINED IN THIS PRIVATE PLACEMENT MEMORANDUM, DOES NOT CONSTITUTE, AND IS NOT INTENDED TO CONSTITUTE, A PUBLIC OFFER OF SECURITIES IN THE UNITED ARAB EMIRATES AND ACCORDINGLY SHOULD NOT BE CONSTRUED AS SUCH. THE SHARES ARE ONLY BEING OFFERED TO A LIMITED NUMBER OF SOPHISTICATED INVESTORS IN THE UAE WHO (A) ARE WILLING AND ABLE TO CONDUCT AN INDEPENDENT INVESTIGATION OF THE RISKS INVOLVED IN AN INVESTMENT IN SUCH SHARES, AND (B) UPON THEIR SPECIFIC REQUEST. THE SHARES HAVE NOT BEEN APPROVED BY OR LICENSED OR REGISTERED WITH THE UAE CENTRAL BANK OR ANY OTHER RELEVANT LICENSING AUTHORITIES OR GOVERNMENTAL AGENCIES IN THE UAE. THE PRIVATE PLACEMENT MEMORANDUM IS FOR THE USE OF THE NAMED ADDRESSEE ONLY AND SHOULD NOT BE GIVEN OR SHOWN TO ANY OTHER PERSON (OTHER THAN EMPLOYEES, AGENTS OR CONSULTANTS IN CONNECTION WITH THE ADDRESSEE'S CONSIDERATION THEREOF). NO TRANSACTION WILL BE CONCLUDED IN THE UAE AND ANY ENQUIRIES REGARDING THE SHARES SHOULD BE MADE TO THE INVESTMENT MANAGER.

UNITED KINGDOM: THE FUND IS NOT AUTHORISED FOR THE PURPOSES OF THE ALTERNATIVE INVESTMENT FUND MANAGERS REGULATIONS 2013 (THE "AIFM REGULATIONS"), AND THIS PRIVATE PLACEMENT MEMORANDUM HAS NOT BEEN ISSUED BY, OR APPROVED FOR THE PURPOSES OF CHAPTER 3 OF THE AIFM REGULATIONS. ACCORDINGLY, THIS PRIVATE PLACEMENT MEMORANDUM MAY BE ISSUED OR PASSED ON IN THE UNITED KINGDOM ONLY TO PERSONS WHO FALL WITHIN THE EXEMPTIONS CONTAINED IN THE AIFM REGULATIONS OR THOSE CONTAINED IN THE CONDUCT OF BUSINESS RULES MADE BY THE FINANCIAL SERVICES AUTHORITY AND DISTRIBUTION OF THIS PRIVATE PLACEMENT MEMORANDUM BY OR TO ANY OTHER PERSON IN THE UNITED KINGDOM IS NOT AUTHORISED BY THE FUND.

UNITED STATES OF AMERICA: THE SHARES OFFERED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE US SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY OF THE STATES OF THE UNITED STATES, NOR IS SUCH REGISTRATION CONTEMPLATED. THE SHARES OFFERED HEREBY MAY NOT BE OFFERED, SOLD OR DELIVERED DIRECTLY OR INDIRECTLY IN THE UNITED STATES OR TO OR FOR THE ACCOUNT OR BENEFIT OF ANY "US PERSON" EXCEPT UNDER AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT

AND ANY APPLICABLE STATE LAWS. THESE SHARES ARE BEING OFFERED EXCLUSIVELY OUTSIDE OF THE UNITED STATES TO NON-US PERSONS WITHOUT REGISTRATION UNDER THE SECURITIES ACT IN RELIANCE ON REGULATION S AS PROMULGATED UNDER THE SECURITIES ACT. THERE IS NO PUBLIC MARKET FOR THE SHARES OFFERED HEREBY AND NO SUCH MARKET IS EXPECTED TO DEVELOP IN THE FUTURE. THE SHARES OFFERED HEREBY ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS. THESE SHARES HAVE NOT BEEN APPROVED BY THE US SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION IN THE UNITED STATES, OR ANY OTHER US REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE IN THE UNITED STATES.

DIRECTORY

REGISTERED OFFICE	**LEONIS FUND SPC** PO Box 309 Ugland House Grand Cayman KY1-1104 Cayman Islands
DIRECTORS	**Mike Kara** 15, Avenue JF Kennedy L-1855 Luxembourg Grand Duchy of Luxembourg
	Rémy Obermann 60, Route des Acacias CH-1211 Geneva Switzerland
INVESTMENT MANAGER	**CAPLAND SA** 1, Place des Florentins CH-1204 Geneva Switzerland
INVESTMENT ADVISOR	**Riva Capital (UK) Limited** 42 Berkeley Square London W1J 5AW United Kingdom
ADMINISTRATOR, REGISTRAR AND TRANSFER AGENT, AND PAYING AGENT	**FundPartner Solutions (Europe) S.A.** 15, Avenue JF Kennedy L-1855 Luxembourg Grand Duchy of Luxembourg
CUSTODIAN AND BANKERS	**Pictet & Cie (Europe) S.A.** 15, Avenue JF Kennedy L-1855 Luxembourg Grand Duchy of Luxembourg
AUDITORS	**Ernst & Young Ltd.** 62 Forum Lane Camana Bay PO Box 510 Grand Cayman KY1-1106 Cayman Islands
LEGAL ADVISERS AS TO CAYMAN ISLANDS LAW	**Maples and Calder** 200 Aldersgate Street London EC1A 4HD England

DEFINITIONS

Administration Agreement	means the amended and restated administration agreement under which the Fund, for and on behalf of each Segregated Portfolio, has delegated the day-to-day administrative and accounting services, including the registrar and transfer agent and the paying agent functions, to the Administrator, as amended from time to time;
Administrator	means FundPartner Solutions (Europe) S.A., appointed and acting as administrator, registrar and transfer agent, and paying agent of the Fund for and on behalf of each Segregated Portfolio;
Auditors	means Ernst & Young Ltd., appointed to perform the audit of the operations and financial statements of the Fund and each Segregated Portfolio;
Business Day	means any day, except any Saturday, Sunday and public holiday, on which banks in Luxembourg and Geneva are simultaneously open for business;
Capland Alternatives Segregated Portfolio	means the Capland Alternatives Segregated Portfolio, a Segregated Portfolio of the Fund;
Class	means any one or more classes of Shares attributable to a particular Segregated Portfolio created and designated by the Directors from time to time by reference to their reference currency, their distribution policy, their fee structure, their minimum initial subscription and holding amounts, their target investors or other applicable terms and conditions of such class or classes;
Companies Act	means the Companies Act (As Revised) of the Cayman Islands, including any revision, modification, extension, re-enactment or renewal of it and any regulations made under it;
Custodian	means Pictet & Cie (Europe) S.A., appointed and acting as custodian of the assets attributable to the Capland Alternatives Segregated Portfolio;
Custody Agreement	means the amended and restated custody agreement under which the Fund has entrusted the custody of the assets of the Fund attributable to the Capland Alternatives Segregated Portfolio to the Custodian, as amended from time to time;
Directors	means the members of the board of directors of the Fund from time to time;
Euro, **EUR** or **€**	means the euro, the currency of the Economic and Monetary Union of the European Union;
Fund	means Leonis Fund SPC, an exempted company with limited liability registered as a segregated portfolio company in the Cayman Islands on 6 December 2012 (registration number 273722), which is registered as a mutual fund in the Cayman Islands;

Initial Offer Period	means the period from 31 October 2022 to such date as the Directors may determine;
Investment Advisor	means Riva Capital (UK) Limited, appointed and acting as investment advisor for and on behalf of the Capland Alternatives Segregated Portfolio;
Investment Advisory Agreement	means the investment advisory agreement under which the Investment Manager has appointed the Investment Advisor to provide investment advice and recommendations in relation to the assets attributable to the Capland Alternatives Segregated Portfolio, as amended from time to time;
Investment Management Agreement	means the investment management agreement, as amended and restated from time to time, under which the Fund has appointed the Investment Manager to provide investment management services in relation to the assets attributable to the Capland Alternatives Segregated Portfolio, as amended from time to time;
Investment Manager	means CAPLAND SA, appointed as investment manager of the Fund for and on behalf of the Capland Alternatives Segregated Portfolio;
Issue Price	means CHF 100 for each Class CHF Share and CHF 100 for each Class CHF P Share;
Management Share	means each voting non-participating share with the rights and designations more particularly set out in the Memorandum and Articles of Association;
Memorandum and Articles of Association	means the memorandum and articles of association of the Fund, as amended from time to time;
Mutual Funds Act	means the Mutual Funds Act (As Revised) of the Cayman Islands, including any revision, modification, extension, re-enactment or renewal of it and any regulations made under it;
Net Asset Value	means the net asset value (i.e. the value of the assets less the liabilities) of the Fund, each Segregated Portfolio, each Class and per Share, as the case may be, determined in accordance with the Memorandum and Articles of Association;
Net Asset Value per Share	means the Net Asset Value of a Share of a particular Class attributable to a particular Segregated Portfolio as determined in accordance with the Memorandum and Articles of Association;
Participating Share or **Share**	means each non-voting participating redeemable preference share of the Fund with the rights and designations more particularly set out in the Memorandum and Articles of Association;
Person	means any natural or legal body, including, but not limited to, an individual natural person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing;

Private Placement Memorandum	means this private placement memorandum or any other document prepared and issued by the Fund relating to the issue of Shares of any Class attributable to each Segregated Portfolio;
Prohibited Investor	means: (a) any US Person; or (b) any other Person whose holding of Shares may either alone or together with other shareholdings in the sole and conclusive opinion of the Directors: (i) prejudice the tax status or residence of the Fund, or any of its Shareholders; or (ii) cause the Fund or any of its Shareholders to suffer any pecuniary, fiscal or regulatory disadvantage; or (iii) cause the Fund to be required to comply with any registration or filing requirements in any jurisdiction with which it would not otherwise be required to comply;
Pound Sterling, **GBP** or **£**	means the pound sterling, the lawful currency of the United Kingdom;
Redemption Day	means the last day of each calendar quarter or such other day or days in addition to it or in substitution for it as may from time to time be determined by the Directors, in any particular case or generally, on which Shares of each Class attributable to the Capland Alternatives Segregated Portfolio may be redeemed. For the avoidance of doubt, the Directors may, in their sole and absolute discretion, determine an additional or substitute Redemption Day on any Valuation Day;
Redemption Form	means the form of application for the redemption of Shares of any Class attributable to the Capland Alternatives Segregated Portfolio;
Segregated Portfolio	means any segregated portfolio established under Part XIV of the Companies Act and maintained in respect of a particular Class or Classes in order to segregate the assets and liabilities of the Fund attributable to such Class or Classes from the assets and liabilities of the Fund attributable to any other Class or Classes and from the general assets and liabilities of the Fund;
Shareholder	means a Person who holds Shares in the Fund from time to time;
Subscription Agreement	means the form of application for the subscription of Shares of any Class attributable to the Capland Alternatives Segregated Portfolio;
Subscription Day	means the last day of each month or such other day or days in addition to it or in substitution for it as may from time to time be determined by the Directors, in any particular case or generally, on which Shares of each Class attributable to the Capland Alternatives Segregated Portfolio may be subscribed;
Swiss Franc, **CHF** or **SF**	means the franc, the lawful currency of Switzerland;

United States or **US**

means the United States of America, each state therein, the Commonwealth of Puerto Rico and each territory and possession of the United States of America and place subject to its jurisdiction (as defined for the purposes of United States federal income tax laws);

United States Dollar, **USD** or **US$**

means the United States dollar, the lawful currency of the United States of America;

US Person

means:

(a) with respect to any person, any individual or entity that would be a US Person under Regulation S of the US Securities Act of 1933, as amended, as set out in the Addendum hereto;

(b) with respect to any person, any individual or entity that would be excluded from the definition of “Non-United States person” in Commodity Futures Trading Commission (“CFTC”) Rule 4.7;

(c) with respect to individuals, any US citizen or “resident alien” within the meaning of US income tax laws as in effect from time to time, the term “resident alien” being currently defined under US income tax laws to generally include any individual who (i) holds an Alien Registration Card (a “green card”) issued by the US Immigration and Naturalisation Service or (ii) meets a “substantial presence” test, which is generally met with respect to any current calendar year if (i) the individual was present in the US on at least 31 days during such year and (ii) the sum of the number of days on which such individual was present in the US during the current year, 1/3 of the number of such days during the first preceding year, and 1/6 of the number of such days during the second preceding year, equals or exceeds 183 days; or

(d) with respect to persons other than individuals, (i) a corporation or partnership created or organised in the United States or under the law of the United States or any state, (ii) a trust where (a) a US court is able to exercise primary supervision over the administration of the trust and (b) one or more US persons have the authority to control all substantial decisions of the trust and (iii) an estate which is subject to US tax on its worldwide income from all sources;

Valuation Day

means the last day of each month or such other day or days in addition to it or in substitution for it as may from time to time be determined by the Directors, in any particular case or generally, as of which the Net Asset Value of the Fund, the Capland Alternatives Segregated Portfolio, each Class and per Share thereof is calculated; and

Yen, **JPY** or **¥**

means the yen, the lawful currency of Japan.

SUMMARY

The Fund	The Fund is an exempted company limited by shares and registered as a segregated portfolio company. It was incorporated under the provisions of the Companies Act on 6 December 2012 for an unlimited duration. The Fund has been structured as an investment fund to allow its Shareholders in each Segregated Portfolio to collectively invest in accordance with the investment objectives and strategies set out in this Private Placement Memorandum.
Share Capital	The Fund has an authorised share capital of US$ 10,100 divided into 100 Management Shares, being voting, non-participating shares with a par value of US$ 1.00 each and 10,000,000 Participating Shares, being non-voting participating shares with a par value of US$ 0.001 each, € 10,000 divided into 10,000,000 Participating Shares, being non-voting participating shares with a par value of € 0.001 each, £ 10,000 divided into 10,000,000 Participating Shares, being non-voting participating shares with a par value of £ 0.001 each, S₣ 10,000 divided into 10,000,000 Participating Shares, being non-voting participating shares with a par value of S₣ 0.001 each and ¥ 10,000 divided into 10,000,000 Participating Shares, being non-voting participating shares with a par value of ¥ 0.001 each.
The Segregated Portfolios	The Fund has established several Segregated Portfolios in order to segregate the assets and liabilities held by the Fund on behalf of each Segregated Portfolio from the assets and liabilities it holds on behalf of any other Segregated Portfolio or the general assets and liabilities of the Fund. 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 company who are creditors in respect of the relevant segregated portfolio and are protected from and are not available to creditors of the company who are not creditors in respect of that segregated portfolio. The Companies Act requires that any transaction or arrangement entered into by a segregated portfolio company on behalf of one or more of its Segregated Portfolios must be executed by a segregated portfolio company on behalf or for the account of such Segregated Portfolio(s), which must be identified in the relevant documents. Since the Fund constitutes a single legal entity, Segregated Portfolios within the Fund do not constitute legal entities separate from the Fund. The Fund may, from time to time, create additional Segregated Portfolios with their own differentiated rights, services providers, fee structure and investment portfolio with other or similar investment objectives or other terms and conditions, provided that the creation of such new Segregated

Portfolios will not, at the time of creation, adversely affect the rights of existing Shareholders.

Details of Segregated Portfolios created in the future will be set out in the Private Placement Memorandum which will be issued in respect of each such Segregated Portfolio.

Share Classes

The share capital of the Fund is divided into different Classes of Shares, each attributable to a particular Segregated Portfolio, with the rights described in this Private Placement Memorandum. Multiple Classes of Shares may participate in the same Segregated Portfolio.

Each Share, upon issue, will be entitled to participate in the profits of the relevant Class of Shares of a Segregated Portfolio (in respect of which such Share is issued) and in its assets upon liquidation.

The Capland Alternatives Segregated Portfolio

The Capland Alternatives Segregated Portfolio was established by the Fund on 18 December 2015. The Fund is offering Class CHF Shares, Class CHF P Shares, Class EUR Shares, Class EUR P Shares, Class USD Shares, Class USD P Shares and Class GBP Shares attributable to the Capland Alternatives Segregated Portfolio.

The Directors

The Directors of the Fund are Mike Kara and Rémy Obermann. The Directors have overall authority over, and responsibility for, the operations and management of the Fund in accordance with the Memorandum and Articles of Association and the terms of this Private Placement Memorandum and other private placement memoranda which are issued in respect of each Segregated Portfolio.

The Directors have delegated the investment management, the administration of the Fund to, and have entrusted the custody of the assets of the Fund with, various services providers as described in this Private Placement Memorandum.

The Investment Manager

The Fund has appointed CAPLAND SA, for and on behalf of the Capland Alternatives Segregated Portfolio, to provide investment management services under the Investment Management Agreement.

The Investment Advisor

The Investment Manager has appointed Rive Capital UK for and on behalf of the Capland Alternatives Segregated Portfolio, to provide investment advice and recommendations under the Investment Advisory Agreement.

The Custodian

The Fund has entrusted the custody of the assets of the Fund attributable to the Capland Alternatives Segregated Portfolio with Pictet & Cie (Europe) S.A. The Fund has also opened cash accounts with Pictet & Cie (Europe) S.A. to receive and hold subscription monies, pay redemption proceeds and fees and expenses of the Fund for and on behalf of the Capland Alternatives Segregated Portfolio.

The Administrator

The Fund has appointed FundPartner Solutions (Europe) S.A., for itself and on behalf of each Segregated Portfolio, to perform administrative, accounting, registrar and transfer agent, and paying agent services under the Administration Agreement. The Administrator will be responsible, among others duties, for calculating the Net Asset Value of the Fund, each Segregated Portfolio, each Class and per Share, under the ultimate supervision of the Directors.

Investment Objective and Strategy of the Fund

The Fund will structure the investment strategies of each Segregated Portfolio based upon the specific objectives of each Segregated Portfolio. These objectives and strategies will be set forth in the Private Placement Memorandum relating to that Segregated Portfolio.

The investment objectives and strategies in respect of each Segregated Portfolio summarised in the relevant Private Placement Memorandum represent the Directors' current intentions. Depending on conditions and trends in the securities markets and the economy in general, the Directors may pursue any strategies, employ any investment techniques or purchase any type of security that it considers appropriate to achieve the objective of a particular Segregated Portfolio, whether or not described in this section, subject to any applicable law or regulation.

The discussion in each Private Placement Memorandum includes and is based upon numerous assumptions and opinions of the Directors concerning world financial markets and other matters, the accuracy of which cannot be assured.

There can be no assurance that the investment strategy of any Segregated Portfolio will achieve the intended objective. Each Segregated Portfolio's investment programme is speculative and involves a high degree of risk, including the risk of loss of the entire amount invested.

Investment Objective, Policy and Restrictions of the Capland Alternatives Segregated Portfolio

Investment Objective and Philosophy

The investment objective of the Fund in relation to the Capland Alternatives Segregated Portfolio is to achieve superior medium- to long-term capital appreciation. The philosophy of the Investment Manager encompasses diversification, transparency, in-depth risk analysis and utilisation of professional asset managers, so as to create the right conditions and environment in order to achieve the investment objective in relation to the Capland Alternatives Segregated Portfolio.

Investment Policy

In seeking to achieve this investment objective, the Fund, on behalf of the Capland Alternatives Segregated Portfolio, will mainly invest in other collective investment undertakings, such as traditional funds, funds of funds, hedge funds, funds of hedge funds as well as other alternative investment funds, i.e. funds whose main investment objective is to invest, among others, in assets in line with the investment policy of the Capland Alternatives Segregated Portfolio, futures or other derivative instruments.

There is no restriction as to the strategy that such collective investment undertakings may adopt, which may include event-driven, long/short, global macro, distressed situations, fixed-income, and market neutral strategies, among others. No particular weight will be assigned to a certain strategy. Depending on financial market conditions, a particular focus can be placed on a single or a limited number of strategies.

Exposure of the underlying collective investment undertakings will not be limited to a particular country or geographic region (including emerging countries), economic sector, currency or asset. However, depending on market conditions, this exposure may be focused on a single or a limited number of countries, economic sectors, currencies or assets.

The Fund may use all types of derivative instruments for hedging and for any other purposes. Derivative instruments may be traded on a regulated market or over the counter (OTC), on the condition that they are contracted with leading financial institutions specialised in this type of transactions. In particular, the Fund may take exposure through any derivative instruments such as warrants, futures, options, swaps (including total return swaps, contracts for difference, credit default swaps) and forwards on any underlying (including commodities and precious metals, volatility, currencies, interest rates, transferable securities, basket of transferable securities, indices, or undertakings for collective investment.

If the Investment Manager considers this to be in the best interest of the shareholders, the Fund may also hold, up to 100% of the net assets attributable to the Capland Alternatives Segregated Portfolio in liquid assets, such as cash deposits, money market funds and money market instruments.

Investment Restrictions

The Fund may not invest the assets attributable to the Capland Alternatives Segregated Portfolio in precious metals or other commodities directly. However, the Fund may, on behalf of the Capland Alternatives Segregated Portfolio, have an exposure to all types of commodities via any instrument dealt in on a regulated market or over-the-counter (OTC), such as derivative instruments, certificates, or structured products.

The total commitment arising from derivative instruments, for purposes other than hedging, may not exceed 100% of the net assets attributable to the Capland Alternatives Segregated Portfolio.

The Fund may borrow, for any purpose, up to 25% of the net assets attributable to the Capland Alternatives Segregated Portfolio.

The Fund may not proceed to direct short sales on behalf of the Capland Alternatives Segregated Portfolio.

Dividends

The Fund's objective in relation to the Capland Alternatives Segregated Portfolio is to accumulate profits. It is therefore expected that all profits will be reinvested and the Directors do not expect to declare any dividends.

To the extent that a dividend is declared, it will be paid in compliance with any applicable laws.

Certain Risks

An investment in the Fund is speculative and involves substantial risks, including the risk of loss of the entire investment of a Shareholder. Each investor is urged to read the section "Risk Factors" set forth in this Private Placement Memorandum.

The risks involved with an investment in the Fund include, but are not limited to, the speculative nature of the underlying investments, the charges which the Fund will incur, regardless of whether any profits are earned and the actual and potential conflicts of interest in the structure and operation of the Fund's business.

Shareholder Suitability

An investment in the Fund is only suitable for Persons who have (i) experience with investments in financial instruments or similar speculative instruments, (ii) adequate means of providing for their current needs, and (iii) no need for immediate liquidity in this investment. Prospective investors should make an investment in the Fund only if they (a) can afford a complete loss of principal, and (b) have carefully read and understand this Private Placement Memorandum (either alone or in conjunction with a financial or legal adviser).

Sales Restrictions

Subject to applicable marketing and distribution limitations, the Shares are offered primarily to Persons that are deemed to be non-Prohibited Investors who are known to, or who otherwise have a substantive and pre-existing relationship with, the Fund, the Investment Manager, their principals or representatives.

The Directors reserve the right to reject a subscription, in whole or in part, in their discretion. The Directors may also exercise the right of compulsory redemption of any Shares which, in the opinion of the Directors, may have been sold or transferred in contravention of the law or the foregoing prohibitions.

In addition, because an investment in the Shares is suitable only for Persons who can assume the risk of a substantial diminution or total loss of the value of their investment, the Fund may decline to sell Shares to any Person whom the Directors, in their sole discretion, deem to be unsuitable to assume such risk.

Minimum Subscription and Holding

The minimum initial subscription, net of subscription or other charges, and holding amounts are as follows:

(a) Class CHF Shares and Class CHF P Shares: CHF 100,000;

(b) Class EUR Shares and Class EUR P Shares: € 100,000;

(c) Class USD Shares and Class USD P Shares: US$ 100,000; and

(d) Class GBP Shares: £ 100,000.

These minimum initial subscription and holding amounts may be lowered, increased or waived at the absolute discretion of the Directors on a case-by-case basis or generally, provided that no minimum initial investment will be accepted if lower than US$ 100,000 (or equivalent).

No minimum additional subscription amount applies to existing Shareholders.

Subscriptions

Shares may be subscribed for in accordance with the terms set out in the section "Subscriptions of Shares" of this Private Placement Memorandum.

During the Initial Offer Period for any Class of Shares, Shares of each relevant Class will be issued at the Issue Price.

Following the close of the Initial Offer Period, Shares of each Class will be available for subscription on each Subscription Day at their Net Asset Value per Share as of the relevant Subscription Day.

Subscription Fee	A subscription fee of up to 2% of the amount subscribed may be applied at the discretion of the Directors. The subscription fee, if any, will be paid to the intermediaries involved in the placement of the Shares.
Subscriptions in Kind	The Fund may from time to time accept subscriptions for Shares of any Class in consideration of a contribution in kind of assets, which could be acquired by the Fund pursuant to the investment policy and restrictions of the Capland Alternatives Segregated Portfolio.
Redemptions	Shareholders may redeem their Shares on each Redemption Day in accordance with the terms set out in the section “Redemptions of Shares” of this Private Placement Memorandum. Shares will be redeemed at their Net Asset Value per Share as of the relevant Redemption Day.
Redemption Fee	Redemption of Class CHF P Shares, Class EUR P Shares and Class USD P Shares will carry a charge of up to 1% of the redemption amount, payable to the Fund as compensation for the divestment costs. No redemption fee will be applied to redemptions of Class CHF Shares, Class EUR Shares, Class USD Shares and Class GBP Shares.
Deferral of Redemption Requests	In case of substantial redemptions (considered to be 10% or more of the Net Asset Value of the Fund attributable to the Capland Alternatives Segregated Portfolio on any Valuation Day), the Directors may scale down the amounts to be redeemed to such extent and in such manner as they consider may be necessary.
Redemptions in Kind	The Fund may satisfy all or part of any amounts due to a redeeming Shareholder by making a payment in kind out of the assets attributable to the Capland Alternatives Segregated Portfolio.
Compulsory Redemptions	The Fund may compulsorily redeem all or part of a Shareholder’s Shares for any or no reason whatsoever. In particular the Fund may compulsorily redeem all or part of a Shareholder’s Shares if, in the opinion of the Directors, the subscription for, or holding of, such Shares is, was, or may be, unlawful or detrimental to the interest or well-being of the Fund or its other Shareholders, or is in breach of any applicable law or regulation or as otherwise described in this Private Placement Memorandum.
Transfers	Transfers of Shares require the approval of the Directors, which approval will generally be granted unless the transfer could adversely impact the tax or legal status of the Fund or a particular Segregated Portfolio or subject the Fund, the relevant Segregated Portfolio or the Shareholders, individually or as a whole, to potentially adverse tax, regulatory, legal, pecuniary or material administrative disadvantage or as otherwise described in this Private Placement Memorandum.
Switches	Shareholders who wish to move their investments between Classes will be required to do so by way of the existing redemption and subscription procedures. Such switches are subject to the approval of the Directors, in their absolute discretion.

Net Asset Value	The Net Asset Value of the Fund, each Segregated Portfolio, each Class and per Share will be determined in accordance with the Memorandum and Articles of Association, as described in this Private Placement Memorandum. The Net Asset Value of a Segregated Portfolio or Class is determined as the value of the total assets attributable to such Segregated Portfolio or Class minus the total accrued expenses and liabilities attributable to such Segregated Portfolio or Class. The Net Asset Value per Share is determined by dividing the Net Asset Value of each Segregated Portfolio or Class by the number of outstanding Shares of the respective Segregated Portfolio or Class (see "Net Asset Value").
Suspension of Dealings in Shares	The Directors may suspend subscription or redemption rights for any or all Shareholders when, in the opinion of the Directors, disposal of part or all of the Fund's assets, or the determination of Net Asset Value, would not be reasonable or practicable or would be prejudicial to some or all of the Shareholders or as otherwise described in this Private Placement Memorandum.
Management Fee	The Investment Manager is entitled to receive from the Fund a quarterly management fee equal to 0.75% of the Net Asset Value of each Class of Shares attributable to the Capland Alternatives Segregated Portfolio.
Performance Fee	The Investment Manager is entitled to receive from the Fund a performance fee in respect of Class CHF P Shares, Class EUR P Shares and Class USD P Shares attributable to the Capland Alternatives Segregated Portfolio equivalent to 10% of the increase in Net Asset Value of such Shares above a hurdle rate of 2% p.a. (subject to high watermark), as further described in this Private Placement Memorandum.
Advisory Fee	The Investment Advisor is entitled to receive from the Investment Manager a quarterly advisory fee equal to 0.50% of the Net Asset Value of each Class of Shares attributable to the Capland Alternatives Segregated Portfolio.
Other Fees and Expenses	In addition to the management and performance fees payable to the Investment Manager, the Fund, for and on behalf of each Segregated Portfolio, is responsible for the payment of (i) routine legal, accounting, and auditing fees and expenses, (ii) administration, registrar and transfer agent fees and expenses, (iii) custody fees and expenses (iv) Directors' fees and expenses, (v) distributions costs, (vi) expenses associated with administrative disbursements, corporate licensing and any stock exchange listing, and (vii) Cayman Islands Monetary Authority and government fees. The Fund, for and on behalf of each Segregated Portfolio, also is responsible for its transactional fees and expenses, extraordinary expenses (e.g., litigation costs and indemnification obligations), if any, and establishment and offering expenses. Expenses will be allocated to each Segregated Portfolio in proportion to the Net Asset Value of each Segregated Portfolio or in such other manner as the Directors deem to be fair and reasonable in the circumstances. In addition, subscription and redemption charges may apply to the purchase or sale of Shares.

Regulatory Matters	The Fund falls within the definition of a "mutual fund" under the Mutual Funds Act and, accordingly, is registered under Section 4(3) of the Mutual Funds Act. The Fund is not required to be licensed or to employ a licensed mutual fund administrator since the minimum interest purchasable by a prospective investor in the Fund is at least US$ 100,000 or its equivalent in any other currency. Accordingly, the obligations of the Fund are: to (a) register the Fund with the Cayman Islands Monetary Authority, (b) file with the Cayman Islands Monetary Authority prescribed details of this Private Placement Memorandum and any material changes to these, (c) file annually with the Cayman Islands Monetary Authority accounts signed off by an approved auditor in the Cayman Islands, and (d) pay the prescribed registration fee and annual fee. With the exception of registering the Fund and filing this Private Placement Memorandum with the Cayman Islands Monetary Authority as described above, the Shares offered pursuant to this Private Placement Memorandum have not been registered with or approved by any regulatory authority, nor has any such authority passed upon the accuracy or adequacy of this Private Placement Memorandum. Any representation to the contrary is unlawful.
Taxation	All potential investors should consult with their own tax advisers for information on the income tax consequences applicable to them in their country of residence.
Financial Year, Shareholder Information	The financial year will end on 31 December of each year. Generally, for each financial year, the Fund will provide an audited financial report for each Segregated Portfolio no later than six months after the end of the financial year. The current Net Asset Value and other information concerning the Fund are available to Shareholders free of charge from the Administrator. Copies of the Memorandum and Articles of the Fund are available upon request from available from the Administrator and, upon reasonable notice, may be inspected at the offices of the Administrator.
Listing	There is no intention to list Shares of any Class on any stock exchange.
Changes Of Terms	The Directors may decide to change the terms of this Private Placement Memorandum from time to time, and this shall not require the consent of the Shareholders, provided that in the case that any such changes are determined by the Directors to be materially prejudicial to Shareholders, then such Shareholders will be required to consent to such changes or offered the opportunity to redeem their Shares before any such changes take effect.

THE FUND

General Information

The Fund was incorporated as an exempted company and registered as a segregated portfolio company with limited liability in the Cayman Islands on 6 December 2012 for an unlimited duration under the provisions of the Companies Act. The Fund operates as an open-ended mutual fund registered under the Mutual Funds Act.

The Companies Act and the Memorandum and Articles of Association provide that the Fund may offer Shares corresponding to a particular Segregated Portfolio. The share capital of the Fund may be divided into different Classes of Participating Shares with one or more Classes corresponding to a Segregated Portfolio. Each Segregated Portfolio will have a separate and distinct pool of investments. The assets and liabilities of the Fund held within or on behalf of the relevant Segregated Portfolio will be segregated from the assets and liabilities of the Fund held within or on behalf of any other Segregated Portfolio. Separate books and records will be maintained for each Segregated Portfolio. Therefore, as a matter of Cayman Islands law, each segregated pool of assets maintained by the Directors in respect of a particular Segregated Portfolio will only be available and used to meet liabilities to the creditors of that Segregated Portfolio. However, please refer to the section headed “Risk Factors” for further information regarding segregated portfolio company status and the risk of cross liability.

The Fund constitutes a single legal entity and Segregated Portfolios within the Fund do not constitute legal entities separate from the Fund. Additionally, the Fund may operate or have its assets held on its behalf or be subject to claims in other jurisdictions that may not necessarily recognise such segregation.

The Fund may, from time to time, at the sole discretion of its Directors, create additional Segregated Portfolios with one or more Classes of Shares with their own differentiated rights, services providers, fee structure and investment portfolio with different or similar investment objectives or other terms and conditions, provided, however, that the issuance of Shares in any such additional Class or Classes or the creation of such new Segregated Portfolios shall not, at the time of issuance, adversely affect the rights of existing Shareholders.

Details of any Segregated Portfolios created in the future will be set out in the applicable Private Placement Memorandum issued in respect of each Segregated Portfolio.

The Fund constitutes a single legal entity and Segregated Portfolios within the Fund do not constitute legal entities separate from the Fund. Additionally, the Fund may operate or have its assets held on its behalf or be subject to claims in other jurisdictions that may not necessarily recognise such segregation.

The Fund will be terminated, wound up and dissolved in accordance with Memorandum and Articles of Association or otherwise pursuant to a formal liquidation under the Companies Act or any other applicable bankruptcy or insolvency regime.

Share Capital

The Fund has an authorised share capital of US$ 10,100 divided into 100 Management Shares, being voting, non-participating shares with a par value of US$ 1.00 each and 10,000,000 Participating Shares, being non-voting participating shares with a par value of US$ 0.001 each, € 10,000 divided into 10,000,000 Participating Shares, being non-voting participating shares with a par value of € 0.001 each, £ 10,000 divided into 10,000,000 Participating Shares, being non-voting participating shares with a par value of £ 0.001 each, S₣ 10,000 divided into 10,000,000 Participating Shares, being non-voting participating shares with a par value of S₣ 0.001 each and ¥ 10,000 divided into 10,000,000 Participating Shares, being non-voting participating shares with a par value of ¥ 0.001 each.

The share capital of the Fund is divided into different Classes with the rights described herein or in the Private Placement Memorandum for each Segregated Portfolio in the sole discretion of the Directors. Each Class corresponds to a particular Segregated Portfolio.

Each Participating Share, upon issue, will be entitled to participate in the profits of the Segregated Portfolio in respect of which such Participating Share is issued and in its assets upon liquidation.

Segregated Portfolios

The Directors may establish one or more additional Segregated Portfolios. The proceeds from the issuance of Shares for each Class will be applied in the books of the Segregated Portfolio to which that Class corresponds. The assets and liabilities and income and expenditure attributable to that Segregated Portfolio shall be applied to such Segregated Portfolio but, subject to the Memorandum and Articles of Association, to no other Segregated Portfolio.

Where any asset is derived from another asset (whether cash or otherwise) such asset shall be applied in the books of the Fund to the same Segregated Portfolio as the asset from which it is derived, and on each revaluation of an asset the increase or diminution in value shall be applied to the same Segregated Portfolio but, subject to the Memorandum and Articles of Association, to no other Segregated Portfolio.

The assets held within or on behalf of each Segregated Portfolio shall be applied solely in respect of the liabilities attributable to such Segregated Portfolio. Any surplus in such Segregated Portfolio shall be held, subject to the provisions of the Memorandum and Articles of Association, for the benefit of the Shareholders of the relevant Segregated Portfolio.

In the case of any asset or liability that the Directors do not consider is attributable to a particular Segregated Portfolio, the Directors shall have discretion to determine the basis on which any asset or liability shall be allocated between or among Segregated Portfolios and the Directors shall have power at any time and from time to time to vary such basis.

As each Segregated Portfolio constitutes a separate Segregated Portfolio, none of the Investment Manager, the Custodian, the Investment Advisor, the Administrator, the Auditors or any other creditor (including, without limitation, the Shareholders) are permitted to seek recourse to the assets of a Segregated Portfolio for the purpose of satisfying the liabilities of other Segregated Portfolios.

In the event of the insolvency of one Segregated Portfolio, there should be, as a matter of Cayman Islands law, minimised cross liability for any Segregated Portfolio other than that to which the insolvent Segregated Portfolio relates. However, investors should note that the Segregated Portfolios are not separate legal entities. Please refer to the section headed “Risk Factors” for further information on cross-liability.

In this Private Placement Memorandum references to a “Segregated Portfolio” shall include, as the context requires, the Fund acting for and on behalf of each particular Segregated Portfolio.

The Capland Alternatives Segregated Portfolio

The Capland Alternatives Segregated Portfolio was established on 21 December 2015. As of the date of this Private Placement Memorandum, the Fund is offering Class CHF Shares, Class CHF P Shares, Class EUR Shares, Class EUR P Shares, Class USD Shares, Class USD P Shares and Class GBP Shares attributable to the Capland Alternatives Segregated Portfolio.

INFORMATION ON THE DIRECTORS, THE INVESTMENT MANAGER, THE INVESTMENT ADVISOR, THE CUSTODIAN, THE ADMINISTRATOR, AND THE AUDITORS

Directors

The Directors have overall authority over, and responsibility for, the operations and management of the Fund in accordance with the Memorandum and Articles of Association and this Private Placement Memorandum.

The Directors of the Fund are Mike Kara and Rémy Obermann. For the purposes of this document, the address of each of the Directors is the registered office of the Fund.

Mike Kara works as a dedicated director in the Directors’ Office of FundPartner Solutions (Europe) S.A. Before joining this position, he served as Client Relationship Manager for institutional clients at Pictet & Cie (Europe) S.A. since 2007. Previously, he held a similar position over eight years at a global custody and central administration organisation where he was in charge of several major Swiss and German based asset managers and banks. Mike started his career in 1994 in the Luxembourg fund industry, after being graduated in accounting and management from Haute Ecole EPHEC (B), first as an internal auditor and later-on as project manager, which allowed him to develop in-depth knowledge linked to fund administration, custody, transfer agent and regulatory environment. Due to his extensive knowledge in the investment fund area and his language skills, he was regularly involved in the set-up of various innovative and strategic projects throughout his professional career.

Rémy Obermann is an Executive Vice-President at Banque Pictet & Cie S.A. in Geneva. He is also a Senior Advisor to Pictet Asset Services and a permanent Member of the Due Diligence Committee of the bank. Until mid-2015, Rémy was heading the Independent Asset Managers Division for Pictet worldwide. He launched this Division in 1999 and consistently developed it to become one of the most important in Switzerland. Prior to that, he worked as a Senior Private banker at Pictet, managing a large clientele of HNW individuals. When he joined MM. Pictet & Cie in 1989, he spent also several months with the Legal Department of the Bank. Rémy holds a Master's degree in Economics and a Master's degree in Law, both from Geneva University. He was admitted to the Geneva Bar in 1988. He served also in the Swiss Army as a major.

The Board of Directors will be comprised of at least two persons. Each Director may be appointed indefinitely until such time as they resign or are removed according to the Memorandum and Articles of Association, or for such term as the Directors or holders of the Management Shares may determine.

The Directors will meet as frequently as is necessary to review the management, the administration and other matters relevant to the Fund. However, the Directors are not required to devote their full time and attention to the business of the Fund. They may be engaged in any other business or be concerned or interested in or act as director or officer of any other fund or entity. They are not directly responsible for (i) the commercial structuring of the Fund or its investment policy; (ii) the purchase or sale of any investment on behalf of the Fund (which is the responsibility of the Investment Manager); (iii) the valuation of the assets of the Fund (which is the responsibility of the Administrator); (iv) the custody of the assets of the Fund (which is the responsibility of the Custodian) or (v) any loss or damage caused by the acts or omissions of the Investment Manager, the Administrator, the Custodian or any of their delegates or sub-delegates unless any such loss or damage is actually occasioned by the gross negligence, wilful default, fraud or dishonesty of the Directors.

The Memorandum and Articles of Association contain provisions for the indemnification by the Fund of each of the Directors and officers of the Fund, in the absence of gross negligence, wilful default, fraud or dishonesty against any loss or liability incurred by any Director or officer by reason of such Director or officer being or having been such a Director or officer. Further provisions regarding the Directors are included in the Memorandum and Articles of Association.

The Directors have delegated the making and approval of any investment decision to the Investment Manager pursuant to the Investment Management Agreement and the day-to-day administrative functions to the Administrator pursuant to the Administration Agreement in accordance with its powers of delegation as set out in the Memorandum and Articles of Association. The Directors accordingly do not take part in the day-to-day operations and administration of the Fund but review on a periodic basis the performance of the Investment Manager and Administrator.

The Directors may appoint service providers to the Fund on behalf of each Segregated Portfolio or change any service provider of the Fund on behalf of each Segregated Portfolio without the consent of the holders of the Participating Shares. They may also determine different service providers for each Segregated Portfolio. In addition, the remuneration being paid by the Fund to service providers (and any other term of their respective service agreements) may be amended by the mutual consent of the Directors and the relevant service providers. This may be necessary from time to time to keep such remuneration in line with the prevailing market rates.

The fees payable to the Directors are set out in the section "Fees and Expenses" below.

Investment Manager

The Fund has appointed CAPLAND SA as investment manager to the Fund for and on behalf of the Capland Alternatives Segregated Portfolio pursuant to the Investment Management Agreement.

The Investment Manager is a public limited company incorporated under the laws of Switzerland in 2015, which provides asset management and advisory services.

The Investment Manager is responsible for managing the assets of the Fund attributable to the Capland Alternatives Segregated Portfolio, subject to the investment objective and policy described in this Private Placement Memorandum.

Subject to the prior written consent of the Fund, the Investment Manager may delegate all or any of its functions, duties and powers to any other service provider which it considers appropriate. The Investment Manager is furthermore authorised, subject to the consent of the Fund, to assign part or all of its functions, duties and powers to an appropriate service provider.

The Investment Management Agreement provides that neither the Investment Manager nor any of its members, partners, officers, and employees or the legal representatives of any of them will be liable to the Fund for, and the Fund for and on behalf of the Capland Alternatives Segregated Portfolio will indemnify such Persons with respect to, any acts or omissions arising out of or in connection with the Fund, any investment made or held by the Fund or the Investment Management Agreement in the absence of negligence, wilful misconduct or fraud.

The Investment Management Agreement has been made for an unlimited period unless terminated by either party giving the other at least three months' notice in writing; provided however that the Investment Management Agreement may be terminated forthwith by notice in writing by either party: (i) if the other party commits any material breach of its obligations under the Investment Management Agreement and fails to remedy such breach (if capable of remedy) within 30 days of receipt of notice from the non-defaulting party requiring it to do so, (ii) if the other party goes into liquidation (except a voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the other party) or if a receiver is appointed over any assets of the other party or (iii) if the Investment Manager takes any action or omits to take any action and such action or omission, in the judgment of the Fund, violates or may violate applicable law, rules or regulations or any order, judgment or decree of any court or other agency of government or as otherwise described in the Investment Management Agreement.

The fees payable to the Investment Manager, if any, are set out in the section "Fees and Expenses" below, and in the Investment Management Agreement.

The principals of the Investment Manager are Konstantinos Lanaras, Olivier Cohen and Gregory Lanaras. For the purposes of this document, the address of each of the principals is the registered office of the Investment Manager.

Konstantinos Lanaras has over 32 years of experience in Private Banking in Geneva, having worked for Republic National Bank and its successor, HSBC, from 1988 to 2005 as a Relationship Manager and Managing Director.

From 2005 to 2009, as COO, Konstantinos simultaneously co-founded and managed the Company CMA Group of Companies, a fund of hedge funds with approximately $3 billion under management across 13 funds.

Konstantinos received his BA and MA from Webster University of St Louis in Geneva, Switzerland with a focus in International Relations and Management.

Olivier Cohen is actively focused on all aspects regarding Asset Management activities within CAPLAND SA. Olivier has over 16 years of experience in the field, debuting at MKS in Geneva. Olivier continued his path at JP Morgan London as Risk Manager for exotic derivatives and went on to JP Morgan in Geneva as Senior trader and then went on to becomes a Fixed Income trader at Bank BCP Millenium.

He is also responsible for the development and maintenance of CAPLAND's IT systems.

Gregory Lanaras is a graduate of American University in Washington DC with a BA in Finance and a Minor in Entrepreneurship. As of January 2021, Gregory will have over 6 years of experience in asset management. Gregory is responsible for all operations at CAPLAND SA, specifically as a Fund Analyst.

Investment Advisor

The Investment Manager has appointed Riva Capital (UK) Limited as investment advisor to the Fund in relation to the assets attributable to the Capland Alternatives Segregated Portfolio under the terms of the Investment Advisory Agreement.

The Investment Advisor is a private limited company, incorporated under the laws of England and Wales in 2013 which provides advisory services in alternative investments.

The Investment Advisor is responsible for providing the Investment Manager with investment advice and recommendations in relation to the assets attributable to the Capland Alternatives Segregated Portfolio.

The Investment Advisory Agreement authorises the Investment Advisor to delegate all or any of its functions, duties and powers to any other service provider which it considers appropriate. The Investment Advisor is furthermore authorised to assign part or all of its functions, duties and powers to an appropriate service provider.

The Investment Advisory Agreement provides that neither the Investment Advisor nor any of its members, partners, officers, and employees or the legal representatives of any of them will be liable to the Investment Manager for, and the Investment Manager will indemnify such Persons with respect to, any acts or omissions arising out of or in connection with the Investment Advisory Agreement or any investment made or held by the Fund in the absence of negligence, wilful misconduct, or fraud.

The Investment Advisory Agreement has been made for an unlimited period unless terminated by either party giving the other at least 90 days' notice in writing or as otherwise described in the Investment Advisory Agreement.

The fees payable to the Investment Advisor, if any, are set out in the section "Fees and Expenses" below, and in the Investment Advisory Agreement

Custodian

The Fund has appointed Pictet & Cie (Europe) S.A. to act as the custodian for the Fund on behalf of the Capland Alternatives Segregated Portfolio under the Custody Agreement.

The Custodian is a credit institution supervised by the *Commission de Surveillance du Secteur Financier* (CSSF) in Luxembourg. The Custodian is engaged in the business of providing banking and custody services to high net worth individual clients, corporate clients and collective investment schemes for which it is licensed in Luxembourg.

Pursuant to the Custodian Agreement, the Custodian is responsible for the custody of the subscription monies and, following the investment of subscription monies, of the assets of the Fund which are held to the order of and registered in the name of the Fund or in the name or to the order of the Custodian on the Fund's behalf.

The Custodian may appoint sub-custodians, agents or delegates ("correspondents") to hold the assets of the Fund, whose fees would be at standard commercial rates and would be paid by the Fund. The Custodian will retain responsibility for the acts and omissions of its correspondents, but will not be liable for any loss directly or indirectly arising as a result of the acts or omissions of its correspondents provided that the Custodian uses reasonable skill, care and diligence in the selection of a suitable correspondent. In addition, the Custodian will not be liable for any losses arising as a result of the liquidation, bankruptcy or insolvency of its correspondents. The Custodian will be responsible to the Fund for the duration of any sub-custody agreement and for satisfying itself as to the ongoing suitability of the correspondent to provide custodial services to the Fund. The Custodian will also maintain an appropriate level of supervision over the correspondents and will make periodically appropriate enquiries to monitor that the obligations of the correspondents continue to be competently discharged.

In the performance of its duties regarding the safekeeping of the assets, the Custodian shall be liable in case of gross negligence, wilful default or fraud. The Custodian shall be liable to the Fund for any other duties required pursuant to Luxembourg law for its failure to fulfil its duties or the wrongful improper performance thereof, except such acts or omissions as are required by court order or other legal process or regulation of any governmental body. The Custodian has agreed to indemnify and hold harmless the Fund and its employees, officers and directors from any and all loss, damages, liabilities and expenses arising out of the gross negligence, wilful default or fraud of the Custodian or any of its employees, officers or directors.

The Fund has also opened cash accounts with the Custodian to receive and hold subscription monies, pay redemption proceeds and fees and expenses of the Fund. Withdrawals of assets from the accounts of the Fund at the Custodian will be limited to (i) transfers for trading purposes; (ii) payments in respect of redemptions; (iii) payments of the fees and expenses of the Investment Manager, the Custodian, the Administrator, the Auditors and the Directors; as well as (iv) payments of any ordinary or extraordinary expenses which the Fund may incur from time to time.

The Fund has agreed to indemnify the Custodian or any of its employees, officers or directors, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever (other than those resulting from the gross negligence, wilful default or fraud on the part of the Custodian) which may be imposed on, incurred by or asserted against the Custodian in performing its obligations or duties under the Custody Agreement.

The Custody Agreement has been made for an unlimited period unless terminated by either party giving the other at least three months' notice in writing or as otherwise described in the Custody Agreement.

The Custodian is a service provider to the Fund and is not responsible for the preparation of this document or the activities of the Fund and therefore accepts no responsibility for the accuracy of any information contained in this document. The Custodian will neither provide any investment advisory or management services to the Fund and therefore will not be in any way responsible for the performance of the Fund. The Custodian is independent from the Investment Manager.

The fees of the Custodian for the provision of custody services are specified in the Custody Agreement.

Administrator

The Fund has appointed FundPartner Solutions (Europe) S.A., to perform the duties of administrator, registrar and transfer agent, and paying agent to the Fund on behalf of each Segregated Portfolio pursuant to the Administration Agreement.

The Administrator is a public limited company incorporated under the laws of Luxembourg. The Administrator is licensed to perform fund accounting and valuation, registrar and transfer agency services and domiciliation services to collective investment schemes.

Under the Administration Agreement, the Administrator will primarily (a) determine the Net Asset Value of the Fund, each Segregated Portfolio, each Class and per Share, (b) maintain the books of account as well as the financial and corporate records of the Fund, (c) maintain the register of Shareholders, (d) process the mailing of statements, reports, notices and other documents to the Shareholders, (d) accepting transfers of monies in and out of the Fund, (f) communicate with the Directors, the Investment Manager, the Custodian, the Auditors and other service providers, if any, and (g) provide other accounting, clerical and administrative services to the Fund. The Administrator will also be responsible for ensuring that the Fund complies with applicable anti-money laundering laws and regulations.

The Administrator will not be held liable for any loss or damage to the Fund or any Shareholder for any act or omission in the course of the services rendered by it in the absence of gross negligence, wilful default or fraud on the part of the Administrator or those of its agents. Further, the Administrator shall not be liable for any loss suffered by the Fund as a result of the liquidation, bankruptcy or insolvency of any agent appointed by it. The liability of the Administrator shall in no event include consequential and indirect loss or damage.

The Administrator is entitled to be indemnified out of the assets of the relevant Segregated Portfolio in respect of any costs, expenses, loss or liability incurred by it in connection with the performance of its duties as

Administrator except that caused by gross negligence, wilful default or fraud on the part of the Administrator or its agents.

The Administration Agreement has been made for an unlimited period unless terminated by either party giving the other at least three months' notice in writing or as otherwise described in the Administration Agreement.

The Administrator is a service provider to the Fund and is not responsible for the preparation of this document or the activities of the Fund and therefore accepts no responsibility for the accuracy of any information contained in this document. The Administrator will neither provide any investment advisory or management services to the Fund and therefore will not be in any way responsible for the performance of the Fund. The Administrator is independent from the Investment Manager.

The fees of the Administrator for the provision of administrative services are specified in the Administration Agreement.

Auditors

The Fund has appointed Ernst & Young Ltd. to act as Auditors of the Fund and its Segregated Portfolios. The Auditors will be responsible for the preparation of a written opinion upon the fair presentation of the annual financial statements, in accordance with applicable accounting and auditing standards, on the basis of a year-end audit of the books and records of the Fund and of each Segregated Portfolio.

At the date hereof, the Auditors have confirmed, and have not withdrawn, their acceptance of their appointment as auditors of the Fund.

The Auditors may seek to limit their liability to the Fund via the terms of their engagement. The maximum liability accepted by the Auditors, as such, may be significantly lower than the value of the assets of the Fund.

INVESTMENT OBJECTIVE, POLICY AND RESTRICTIONS

Investment Objective and Strategy of the Fund

Investment Objective

The general investment objective of the Fund is to generate long-term capital appreciation. Each Segregated Portfolio has its own specific investment strategy, policy and investment restrictions. Shareholders should carefully read the information in this Private Placement Memorandum.

Investment Strategy

The Fund will structure the investment strategy of each Segregated Portfolio based upon the specific objectives of each Segregated Portfolio. These objectives and strategies will be set forth in the Private Placement Memorandum relating to that Segregated Portfolio.

The investment objectives and strategies in respect of each Segregated Portfolio summarised in the relevant Private Placement Memorandum represent the Directors' current intentions. Depending on conditions and trends in the securities markets and the economy in general, the Directors may pursue any strategies, employ any investment techniques or purchase any type of security that it considers appropriate to achieve the objective of a particular Segregated Portfolio, whether or not described in the applicable Private Placement Memorandum, subject to any applicable law or regulation.

The discussion in each Private Placement Memorandum includes and is based upon numerous assumptions and opinions of the Directors concerning world financial markets and other matters, the accuracy of which cannot be assured.

Investment Objective, Policy and Restrictions of the Capland Alternatives Segregated Portfolio

Investment Objective and Philosophy

The investment objective of the Fund in relation to the Capland Alternatives Segregated Portfolio is to achieve superior medium- to long-term capital appreciation. The philosophy of the Investment Manager encompasses diversification, transparency, in-depth risk analysis and utilisation of professional asset managers, so as to create the right conditions and environment in order to achieve the investment objective in relation to the Capland Alternatives Segregated Portfolio.

Investment Policy

In seeking to achieve this investment objective, the Fund, on behalf of the Capland Alternatives Segregated Portfolio, will mainly invest in other collective investment undertakings, such as traditional funds, funds of funds, hedge funds, funds of hedge funds as well as other alternative investment funds, i.e. funds whose main investment objective is to invest, among others, in a variety of assets in line with the investment policy of the Capland Alternatives Segregated Portfolio, futures or other derivative instruments.

There is no restriction as to the strategy that such collective investment undertakings may adopt, which may include event-driven, long/short, global macro, distressed situations, fixed-income, and market neutral strategies, among others. No particular weight will be assigned to a certain strategy. Depending on financial market conditions, a particular focus can be placed on a single or a limited number of strategies.

Exposure of the underlying collective investment undertakings will not be limited to a particular country or geographic region (including emerging countries), economic sector, currency or asset. However, depending on market conditions, this exposure may be focused on a single or on a limited number of countries, economic sectors, currencies or assets.

The Fund may use all types of derivative instruments for hedging and for any other purposes. Derivative instruments may be traded on a regulated market or over the counter (OTC), on the condition that they are contracted with leading financial institutions specialised in this type of transactions. In particular, the Fund may take exposure through any derivative instruments such as warrants, futures, options, swaps (including total return swaps, contracts for difference, credit default swaps) and forwards on any underlying (including commodities and precious metals, volatility, currencies, interest rates, transferable securities, basket of transferable securities, indices, or undertakings for collective investment.

If the Investment Manager considers this to be in the best interest of the shareholders, the Fund may also hold up to 100% of the net assets attributable to the Capland Alternatives Segregated Portfolio in liquid assets, such as cash deposits, money market funds and money market instruments.

Investment Restrictions

The Fund may not invest the assets attributable to the Capland Alternatives Segregated Portfolio in precious metals or other commodities directly. However, the Fund may, on behalf of the Capland Alternatives Segregated Portfolio, have an exposure to all types of commodities via any instrument dealt in on a regulated market or over-the-counter (OTC), such as derivative instruments, certificates, or structured products.

The total commitment arising from derivative instruments, for purposes other than hedging, may not exceed 100% of the net assets attributable to the Capland Alternatives Segregated Portfolio.

The Fund may borrow, for any purpose, up to 25% of the net assets attributable to the Capland Alternatives Segregated Portfolio.

The Fund may not proceed to direct short sales on behalf of the Capland Alternatives Segregated Portfolio.

THERE IS NO GUARANTEE THAT THE FUND, FOR ITSELF AND ON BEHALF OF THE CAPLAND ALTERNATIVES SEGREGATED PORTFOLIO, WILL MEET ITS OBJECTIVES. THE VALUE OF THE SHARES MAY FALL AS WELL AS RISE. AN INVESTMENT IN THE CAPLAND ALTERNATIVES SEGREGATED PORTFOLIO INVOLVES A HIGH DEGREE OF RISK, INCLUDING THE RISK OF LOSS OF THE ENTIRE AMOUNT INVESTED. SEE "RISKS FACTORS" FOR FURTHER INFORMATION.

RISK FACTORS

AN INVESTMENT IN THE FUND AND THE CAPLAND ALTERNATIVES SEGREGATED PORTFOLIO IS SPECULATIVE AND INVOLVES A HIGH DEGREE OF RISK.

PROSPECTIVE INVESTORS SHOULD GIVE CAREFUL CONSIDERATION TO THE FOLLOWING RISK FACTORS IN EVALUATING THE MERITS AND SUITABILITY OF AN INVESTMENT IN THE FUND AND THE CAPLAND ALTERNATIVES SEGREGATED PORTFOLIO. THE FOLLOWING DOES NOT PURPORT TO BE A COMPREHENSIVE SUMMARY OF ALL OF THE RISKS ASSOCIATED WITH AN INVESTMENT IN THE EXISTING SEGREGATED PORTFOLIO AND IN ANY FUTURE SEGREGATED PORTFOLIOS OF THE FUND. RATHER, THE FOLLOWING ARE ONLY CERTAIN RISKS TO WHICH THE FUND IS SUBJECT AND THE DIRECTORS WISH TO ENCOURAGE PROSPECTIVE INVESTORS TO DISCUSS IN DETAIL WITH THEIR PROFESSIONAL ADVISERS THE MERITS AND SUITABILITY OF AN INVESTMENT IN SHARES OF THE FUND.

Risks Relating to the Investments of the Fund and the Investment Policy

Risks of Investments in Securities Generally. An investment in the Fund involves a high degree of risk, including the risk that the entire amount invested may be lost. No guarantee or representation can be made that the Fund's investment objective and policy will be successful. The investment strategies of the Fund will generally be designed to be correlated with respect to the movements in equity markets in general. Depending upon the investment strategies employed and market conditions, the Fund may be adversely affected by unforeseen events involving such matters as energy crises, political crises, changes in currency exchange rates, interest rates and forced redemptions of securities or acquisition proposals. In addition, the Fund's investment in securities may be materially affected by conditions in the financial markets and overall economic conditions occurring globally and in particular countries or markets in which the Fund may invest its assets.

The Investment Manager's methods of minimising such risks may not accurately predict future risk exposures. Risk management techniques are based in part on the observation of historical market behaviour, which may not predict market divergences that are larger than historical indicators. In addition, information used to manage risks may not be accurate, complete or current, and such information may be misinterpreted.

General Economic and Market Conditions. The success of the Fund's activities will be affected by general economic and market conditions, such as interest rates, availability of credit, inflation rates, economic uncertainty, changes in laws (including laws relating to taxation of the Fund's investments), and national and international political circumstances (including wars, terrorist acts or security operations). These factors may affect the level and volatility of securities prices and the liquidity of the Fund's investments. None of these factors are within the control of the Investment Manager and no assurances can be given that the Investment Manager will anticipate these developments. Volatility or illiquidity could impair the Fund's profitability or result in losses. The Fund may maintain substantial trading positions that can be adversely affected by the level of volatility in the financial markets; the larger the positions, the greater the potential for loss.

The profitability of investment strategies of the Fund depends to a great extent upon correctly assessing the future price movements of global capital markets, currencies and other investments. No assurance can be given that the Investment Manager will be able to predict accurately these price movements. The securities markets have in recent years been characterised by great volatility and unpredictability. The investment strategy used by the Investment Manager with respect to the Fund can involve a significant degree of market risk.

Concentration of Investments. The Fund may concentrate its investment activities on a few assets, markets or industries. Such a concentration is highly risky and may result in relatively higher losses than would be the case if investments were spread out more broadly, particularly if the Fund holds a large position in a specific investment that declines in value or is otherwise adversely affected, including as a consequence of the default of the issuer or its insolvency. The Fund may at any time hold a reduced number of positions. Furthermore, the Fund's investment activity at a particular time may be based on certain short-term market considerations that may result, in particular, in high transaction volumes (and associated transaction costs) and substantial short-term fluctuations.

Emerging Markets. The Fund may invest in markets worldwide. Emerging markets generally are not as efficient as those in developed countries. In some cases, a market for the security may not exist locally and transactions will need to be made on a neighbouring exchange. Investment in emerging market securities involves a greater degree of risk than an investment in securities of issuers based in developed countries. Such risks may include: (1) increased risk of nationalisation or expropriation of assets or confiscatory taxation; (2) greater social, economic and political uncertainty including war; (3) higher dependence on exports and the corresponding importance of international trade; (4) greater volatility, less liquidity and smaller capitalisation of securities markets; (5) greater volatility in currency exchange rates; (6) greater risk of inflation; (7) greater controls on foreign investment and limitations on repatriation of invested capital and on the ability to exchange local currencies for major currencies; (8) increased likelihood of governmental involvement in and control over the economies; (9) governmental decisions to cease support of economic reform programs or to impose centrally planned economies; (10) differences in auditing and financial reporting standards that may result in the unavailability of material information about issuers; (11) less extensive regulation of the financial markets; (12) longer settlement periods for transactions and less reliable clearance and custody arrangements; (13) less developed corporate laws regarding fiduciary duties of officers and directors and the protection of investors; and (14) certain considerations regarding the maintenance of the securities and cash with foreign brokers and securities depositories.

The foregoing risks and complications can cause the costs associated with investments in emerging markets securities to be generally higher than for securities of issuers based in developed countries. In addition, economic problems in a single emerging market country are increasingly affecting other markets and economies. A continuation of this trend could adversely affect global economic conditions and world markets and, in turn, could adversely affect the Fund’s performance.

Highly Volatile Markets. Foreign exchange rates and the prices of derivative instruments, including futures and options prices, can be highly volatile. Price movements of forwards, futures and other derivative contracts in which the Fund’s assets may be invested are influenced by, among other things, interest rates, changing supply and demand relationships, trade, fiscal, monetary and exchange control programs and policies of governments, and national and international political and economic events and policies. Commodity (futures) markets are particularly volatile. An investor in these commodity markets must be able to analyse correctly such markets, which are influenced by, among other things, changing supply and demand relationships, weather, governmental, agricultural, commercial and trade programs and policies designed to influence commodity prices, world political and economic events, and changes in interest rates. In addition, governments from time to time intervene, directly and by regulation, in certain markets, particularly those in currencies, financial instrument futures and options. Such intervention often is intended directly to influence prices and may, together with other factors, cause all of such markets to move rapidly in the same direction because of, among other things, interest rate fluctuations. The Fund also is subject to the risk of the failure of any of the exchanges on which its positions trade or of their clearing houses.

Liquidity Risks. Liquidity is essential to the Fund’s business. Under certain market conditions, such as during volatile markets or when trading in a security or market is otherwise impaired, the liquidity of the Fund’s positions may be reduced. Each securities exchange or futures exchange typically has the right to suspend or limit trading in all securities that it lists. During such times, the Fund may be unable to dispose of certain assets, which would adversely affect the Fund’s ability to rebalance its portfolio or to meet redemption requests. In addition, such circumstances may force the Fund to dispose of assets at reduced prices, thereby adversely affecting the Fund’s performance. If other market participants are seeking to dispose of similar assets at the same time, the Fund may be unable to sell such assets or prevent losses relating to such assets. Furthermore, if the Fund incurs substantial trading losses, the need for liquidity could rise sharply while the Fund’s access to liquidity could be impaired. In addition, in conjunction with a market downturn, the Fund’s counterparties could incur losses of their own, thereby weakening their financial condition and increasing the Fund’s credit risk to them.

For ETFs in particular, listing or trading on a stock exchange does not guarantee that a liquid market exists. A higher liquidity risk is involved if an ETF uses financial derivative instruments, including structured notes and swaps, which are not actively traded in the secondary market and whose price transparency is not as easily accessible as securities. This may result in a bigger bid and offer spread. These instruments are also susceptible to more price fluctuations and higher volatility. Hence, ETF positions can be more difficult and costly to unwind early especially when the instruments provide access to a restricted market where liquidity is limited in the first place.

Illiquid Investments. The Fund may from time to time invest in securities that may become subject to legal or other restrictions on transfer or for which no liquid market exists. The market prices, if any, for such investments can be volatile and may not be readily ascertainable, and the Fund may not be able to sell them when it desires to do so or to realise what it perceives to be their fair value in the event of a sale. The sale of restricted and illiquid securities often requires more time and results in higher brokerage charges or dealer discounts and other selling expenses than does the sale of securities eligible for trading on national securities exchanges or in the over-the-counter markets. The Fund may not be able to readily dispose of such illiquid investments and, in some cases, may be contractually prohibited from disposing of such investments for a specified period of time. Restricted securities may sell at a price lower than similar securities that are not subject to restrictions on resale.

Futures and Options. The Fund may use options and futures on securities, indices and interest rates. The Fund may also seek to hedge market and currency risks using futures, options or forward foreign exchange contracts. Transactions in futures carry a high degree of risk. The amount of the initial margin is small relative to the value of the futures contract so that transactions are “leveraged” or “geared”. A relatively small market movement will have a proportionately larger effect which may work for or against the investor. The placing of certain orders that are intended to limit losses to certain amounts may not be effective because market conditions may make executing such orders difficult, if not impossible.

Liquidity of Futures Contracts. Futures positions may be illiquid because certain commodity exchanges limit fluctuations in certain futures contract prices during a single day by regulations referred to as “daily price fluctuation limits” or “daily limits”. Under such daily limits, no trades may be executed during a single trading day at prices beyond the daily limits. Once the price of a particular futures contract has increased or decreased by an amount equal to the daily limit, positions in the contract can neither be taken nor liquidated unless traders are willing to effect trades at or within the limit. The imposition of daily limits could prevent the Fund from promptly liquidating unfavourable positions and subject the Fund to substantial losses or from entering into desired trades. In extraordinary circumstances, a futures exchange, the CFTC or other regulator could suspend trading in a particular futures contract, or order liquidation or settlement of all open positions in such contract.

Position Limits. “Position limits” imposed by various regulators may limit the Fund’s ability to effect desired trades. Position limits are the maximum amounts of gross, net long or net short positions that any one person or entity may own or control in a particular financial instrument. All positions owned or controlled by the same person or entity, even if in different accounts, may be aggregated for purposes of determining whether the applicable position limits have been exceeded. Thus, even if the Fund intends not to exceed applicable position limits, the possibility exists that different accounts managed by the Investment Manager may be aggregated. If at any time positions managed by the Investment Manager were to exceed applicable position limits, the Investment Manager would be required to liquidate positions, which might include positions of the Fund, to the extent necessary to come within those limits. Further, to avoid exceeding the position limits, the Fund might have to forego or modify certain of its contemplated trades.

Call Options. Risks are associated with the Fund’s sale and purchase of call options. The seller (writer) of a call option that is covered (e.g., the writer holds the underlying security) assumes the risk of a decline in the market price of the underlying security below the purchase price of the underlying security less the premium received, and gives up the opportunity for gain on the underlying security above the exercise price of the option. The seller of an uncovered call option assumes the risk of a theoretically unlimited increase in the market price of the underlying security above the exercise price of the option. The securities necessary to satisfy the exercise of an uncovered call option may be unavailable for purchase, except at much higher prices, thereby reducing or eliminating the value of the premium. Purchasing securities to cover the exercise of an uncovered call option can cause the price of the securities to increase, thereby exacerbating the loss. The buyer of a call option assumes the risk of losing the entire premium investment in the call option.

Put Options. Risks are associated with the Fund's sale and purchase of put options. The seller (writer) of a put option that is covered (e.g., the writer has a short position in the underlying security) assumes the risk of an increase in the market price of the underlying security above the sales price (in establishing the short position) of the underlying security plus the premium received, and gives up the opportunity for gain on the underlying security if the market price falls below the exercise price of the option. The seller of an uncovered put option assumes the risk of a decline in the market price of the underlying security below the exercise price of the option. The buyer of a put option assumes the risk of losing the entire premium investment in the put option.

Forward Trading. Forward contracts and options on those contracts, unlike futures contracts, are not traded on exchanges and are not standardised; rather, banks and dealers act as principals in these markets, negotiating each transaction on an individual basis. Forward and "cash" trading is substantially unregulated; no limitations are applicable to daily price movements and speculative position limits are not applicable. The principals that deal in the forward markets are not required to continue to make markets in the currencies or commodities they trade, and these markets can experience periods of illiquidity, sometimes of significant duration. Periods have occurred in the past during which certain participants in these markets have refused to quote prices for certain currencies or commodities or have quoted prices with an unusually wide spread between the price at which they were prepared to buy and that at which they were prepared to sell. Disruptions can occur in forward markets due to unusually high trading volume, political intervention or other factors. The imposition of controls by governmental authorities can also limit such forward (and futures) trading to less than that which the Investment Manager would otherwise recommend, to the possible detriment of the Fund. Market illiquidity or disruption could result in significant losses to the Fund.

The trading of forwards also involves the risk that price changes of the underlying assets may reduce the value of the forward, possibly to zero. A loss may be incurred in the amount of the difference between the value of the underlying asset upon conclusion of the contract and the market price at the time of settlement or upon maturity. This loss may exceed any collateral, and may even result in a loss of the entire investment. It may be necessary to enter into a back-to-back transaction (offsetting), which involves costs. In addition, forward positions may be difficult to sell due to trading restrictions on derivatives exchanges.

Stock Index Options. The Fund may purchase and sell call and put options on stock indices listed on securities exchanges or traded in the over-the-counter market for the purpose of realising its investment objective or for the purpose of hedging its portfolio. A stock index fluctuates with changes in the market values of the stocks included in the index. The effectiveness of purchasing or writing stock index options for hedging purposes will depend upon the extent to which price movements in the Fund's portfolio correlate with price movements of the stock indices selected. Because the value of an index option depends upon movements in the level of the index rather than the price of a particular stock, whether the Fund realises gains or losses from the purchase or writing of options on indices depends upon movements in the level of stock prices in the stock market generally or, in the case of certain indices, in an industry or market segment, rather than movements in the price of particular stocks. Successful use by the Fund of options on stock indices will thus be subject to the Investment Manager's ability to correctly predict movements in the direction of the stock market generally or of particular industries or market segments.

Equity Swaps. Equity swap agreements (often referred to as contracts for difference or CFDs) are not traded on exchanges but rather banks and dealers act as principals by entering into an agreement to pay and receive certain cash flow over a certain time period, as specified in the swap agreement. Consequently, a Segregated Portfolio using swaps is subject to the risk of a swap counterparty's inability or refusal to perform according to the terms of the swap agreement. The swap market is generally unregulated by any governmental authority. To mitigate the counterparty risk resulting from swap transactions, the Fund will enter into such transactions only with highly rated, first class financial institutions. Unlike shares, with equity swaps the buyer is potentially liable for more than the amount paid on margin. The Fund will therefore employ risk management techniques to ensure it can dispose of the necessary assets at any time in order to pay redemption proceeds resulting from redemption requests and to meet its obligations resulting from equity swaps and other techniques and instruments.

Other Derivative Instruments. The Fund may use derivatives for the purpose of efficient portfolio management and for investment purposes. The Fund may invest in derivatives as an alternative to, or in addition to an investment in securities, indices or other assets. These investments may typically include equity swaps and futures, but also options and credit default swaps from time to time although this list is not exhaustive.

An investment in derivatives may be volatile. Investment in derivative transactions may result in losses in excess of the amount invested. The specific risks inherent in such investments cannot be determined until these instruments are developed. Certain swaps, options and other derivative instruments may be subject to various types of risks, including market risk, liquidity risk, the risk of non-performance by the counterparty, including risks relating to the financial soundness and creditworthiness of the counterparty, legal risk and operations risk.

ETF tracking error. There is a risk that an ETF fund manager may not be able to exactly replicate the performance of the underlying assets. This is known as the "tracking error". Tracking errors may occur where the methods of sampling are not completely accurate, due to impact of fees and expenses, foreign exchange differences between the base currency or trading currency of an ETF and the currencies of the underlying investments, or corporate actions such as rights and bonus issues by the issuers of the ETF's underlying securities.

ETFs trading at discount or premium. An ETF may be traded at a discount or premium to its net asset value. This price discrepancy is caused by supply and demand factors, and may occur during periods of high market volatility and uncertainty. This may be observed for ETFs tracking specific markets or sectors that are subject to direct investment restrictions.

Currency Exchange Exposure. The Fund may invest a portion of its assets in the securities of issuers worldwide and other instruments denominated in various currencies, the prices of which are determined with reference to currencies other than the reference currency of the relevant Segregated Portfolio. The Investment Manager may or may not seek to hedge the Fund's foreign exchange exposure by entering into currency hedging transactions, such as treasury locks, forward contracts, futures contracts and cross-currency swaps. No assurance can be given that instruments suitable for hedging currency or market shifts will be available at the time when the Investment Manager wishes to use them, or that hedging techniques employed on behalf of the Fund will be effective. Furthermore, certain currency market risks may not be fully hedged or hedged at all.

To the extent unhedged, the value of the Fund's positions in foreign currency investments will fluctuate with the reference currency of the relevant Segregated Portfolio as well as the price changes of the investments in the various local markets and currencies. In such cases, an increase in the value of that reference currency compared to the other currencies in which the Fund makes its investments will reduce the effect of any increases and magnify the effect of any decreases in the prices of the Fund's investments in their local markets and may result in a loss to the Fund. A decrease in the value of the reference currency of the relevant Segregated Portfolio will conversely have the opposite effect on the Fund's foreign currency investments.

The Fund may incur costs in connection with conversions between various currencies. Foreign exchange dealers realise a profit based on the difference between the prices at which they are buying and selling various currencies. Thus, a dealer normally will offer to sell currency to the Fund at one rate, while offering a lesser rate of exchange should the Fund desire immediately to resell that currency to the dealer. The Investment Manager intends to conduct the Fund's currency exchange transactions either on a spot (i.e., cash) basis at the spot rate prevailing in the currency exchange market, or through entering into forward, futures or commodity options contracts to purchase or sell non-US currencies. Most of the Fund's currency exchange transactions are expected to occur at the time securities are purchased and to be executed through local brokers or the Custodian.

Speculative Trading in Currencies. Currency spot, futures and forward markets are highly volatile. The value of any currency relative to the reference currency of the relevant Segregated Portfolio may be affected by complex political and economic factors. The exchange rate of each currency in terms of the reference currency of the relevant Segregated Portfolio is at any moment a result of the supply and demand for the two currencies, and changes in the exchange rates result over time from the interaction of many factors directly or indirectly affecting economic and political conditions in the originating country of each currency, including economic and political developments in other countries. Currency exchange rates may be particularly affected by the relative rates of inflation, interest rate levels, the balance of payments and the extent of governmental surpluses or deficits in such countries, all of which are in turn sensitive to the monetary, fiscal and trade policies pursued by the governments of such countries, and other countries important to international trade and finance.

Governments, including those issuing currencies, may use a variety of techniques, such as intervention by their central bank or imposition of regulatory controls or taxes, to affect the exchange rates of their respective currencies. A government may also issue a new currency to replace an existing currency or alter the exchange rate or relative exchange characteristics by devaluation or revaluation of a currency. The liquidity and trading value of a currency portfolio could be affected by (1) the actions of a sovereign government, which could change or interfere with the freely determined currency valuation; (2) fluctuations in response to other market forces; and (3) the movement of currencies across borders.

Leverage Risk and Borrowing Risks. The Fund has the power to borrow funds and the Investment Manager expects to do so when the Investment Manager deems such borrowing appropriate, such as to enhance the Fund's returns and meet redemptions that would otherwise result in the premature liquidation of investments. The Fund may borrow funds from brokers, banks and other lenders to finance its trading operations. The use of such leverage can, in certain circumstances, magnify the losses to which the Fund's investment portfolio may be subject. Such leverage, which may be substantial, may be achieved through, among other methods, purchases of securities on margin and the use of options, futures, forward contracts, repurchase and reverse repurchase agreements and swaps. The access to capital could be impaired by many factors, including market forces or regulatory changes. If the Fund were unable to borrow, it may need to liquidate assets in order to meet its liabilities. The low margin deposits normally required in financial instrument trading (typically between 2% and 15% of the value of the contract purchased or sold) permit an extremely high degree of leverage. A relatively small price movement may as a result cause immediate and substantial losses to the investor.

The Fund may achieve better margin lending terms from certain of its brokers or other lenders than are generally available. As a result, the level of margin available to the Fund for its investments will generally be limited only by the credit decisions of its brokers and lenders. No assurance can be given, however, that brokers or lenders will either continue such arrangements with the Fund or that they will approve extensions of credit to the Fund at the levels requested by the Fund. Any restriction on the availability of credit from such parties could adversely affect the Fund's performance.

The use of margin and short-term borrowings creates several risks for the Fund. If the value of the Fund's securities falls below the margin level required by a broker, additional margin deposits would be required. If the Fund is unable to satisfy any margin call by a broker, then the broker could liquidate the Fund's position in some or all the financial instruments that are in the Fund's account at the broker and cause the Fund to incur significant losses. The failure to satisfy a margin call, or the occurrence of other material defaults under margin or other financing agreements, may trigger cross-defaults under the Fund's agreements with other brokers, lenders, clearing firms or other counterparties, multiplying the adverse effect to the Fund. In addition, because the use of leverage allows the Fund to establish positions worth significantly more than its investment in those positions, the amount that the Fund may lose in the event of adverse price movements is high in relation to the amount of its investment.

In the event of a sudden drop in the value of the Fund's assets, the Fund might not be able to liquidate assets quickly enough to satisfy its margin requirements. In that event, the Fund may become subject to claims of financial intermediaries that extended "margin" loans. Such claims could exceed the value of the assets of the Fund. The banks and dealers that provide financing to the Fund can apply essentially discretionary margin, haircut, financing and collateral valuation policies. Changes by banks and dealers in any of the foregoing may result in large margin calls, loss of financing and forced liquidations of positions at disadvantageous prices. No assurance can be given that the Fund will be able to secure or maintain adequate financing, without which the Fund may not continue to be viable.

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 risk is sometimes referred to as a "systemic risk" and may adversely affect financial intermediaries, such as clearing agencies, clearing houses, banks, securities firms and exchanges, with which the Fund will interact on a daily basis.

Short Selling. The Fund's investment portfolio may include short positions. Short selling involves selling securities that may or may not be owned and borrowing the same securities for delivery to the purchaser, with an obligation to replace the borrowed securities at a later date. Short selling allows the investor to profit from a decline in the price of a particular security to the extent that such decline exceeds the transaction costs and the costs of borrowing the securities. A short sale creates the risk of a theoretically unlimited loss; the price of the underlying security could theoretically increase without limit, thus increasing the cost to the Fund of buying those securities to cover the short position. No assurance can be given that the security necessary to cover a short position will be available for purchase. Purchasing securities to close out the short position can itself cause the price of the securities to rise further, thereby exacerbating the loss.

Hedging Transactions. The Fund expects to utilise a variety of financial instruments, such as short sales, options, swaps, caps and floors, and futures and forward contracts and similar derivatives, both for investment purposes and for risk management purposes. The Fund may enter into hedging transactions to seek to reduce risk, but such transactions may not be fully effective in mitigating the risks in all market environments or against all types of risk (including unidentified or unanticipated risks), thereby causing the Fund to incur losses. In addition, such hedging transactions may result in an inferior overall performance for the Fund than if it had not engaged in any such hedging transactions. Moreover: (1) the Investment Manager may determine not to hedge against, or may not anticipate, certain risks; and (2) the Fund's portfolio will always be exposed to certain risks that cannot be hedged.

Credit Default Swaps. Credit default swaps can be used to implement the Investment Manager's view that a particular credit, or group of credits, will experience credit improvement or deterioration. In the case of expected credit improvement, the Fund may sell credit default protection in which it receives a premium to take on the risk. In such an instance, the obligation of the Fund to make payments upon the occurrence of a credit event creates leveraged exposure to the credit risk of the referenced entity. The Fund may also buy credit default protection with respect to a referenced entity if, in the judgment of the Investment Manager, there is a high likelihood of credit deterioration. In such instance, the Fund will pay a premium regardless of whether there is a credit event. The use of credit default swaps can be subject to higher risk than direct investment in transferable securities. The market for credit default swaps may from time to time be less liquid than transferable securities markets. To the extent that a counterparty defaults on its obligation and the Fund is delayed or prevented from exercising its rights with respect to the investments in its portfolio, it may experience a decline in the value of its position, lose income and incur costs associated with asserting its rights. Such risks will increase when the Investment Manager causes the Fund to use only a limited number of counterparties. The credit default swap market in high-yield securities is comparatively new and rapidly evolving compared to the credit default swap market for more seasoned and liquid investment-grade securities, creating the risk that the newer markets will be less liquid, and making it potentially more difficult to exit or enter into a particular transaction.

Asset Hedging. Asset hedging is a transaction implemented with the aim of protecting an existing or anticipated position from an unwanted move in exchange rates. The Fund may use forward foreign exchange transactions to engage in hedging as far as is reasonably practicable. Use of these transactions, however, will not eliminate currency risk.

Counterparty Risks. The Fund may enter into many transactions, including derivatives and over-the-counter transactions, with or through third parties in which the failure of the third-party to perform its obligations under a contract with the Fund could have a material adverse effect on the Fund. The Fund will be subject to the risk of the inability of any counterparty to perform with respect to transactions, whether because of insolvency, bankruptcy or other causes. In particular, transactions may not always be "delivery versus payment", which may expose the Fund to greater counterparty risk and potentially to loss in excess of the counterparty's obligation to the Fund. The Investment Manager, on behalf of the Fund, will seek to assess the credit worthiness of counterparties as part of the risk management process and will as far as reasonably practicable seek to ensure that the Fund's counterparties are financially sound and regulated by the relevant authorities in their respective jurisdictions.

In addition, the Fund may acquire ETFs that use a synthetic replication strategy. Such ETFs enter into swaps or other derivative instruments to replicate a benchmark performance or the economic benefit of such benchmark without purchasing the underlying assets of the relevant benchmark. Swap-based ETFs are exposed to counterparty risk of the swap dealers and may suffer losses if such dealers default or fail to honour their contractual commitments. Derivative embedded ETFs are subject to the counterparty risk of the derivative instruments' issuers and may suffer losses if such issuers default or fail to honour their contractual commitments. Even when collateral is obtained by an ETF, it is subject to the collateral provider fulfilling its obligations. There is a further risk that when the right against the collateral is exercised, the market value of the collateral could be substantially less than the amount secured resulting in significant loss to the ETF.

Equity Risks. The Fund may invest in equity securities. Investing in equity securities may offer a higher rate of return than those in short-term and long-term debt securities. The risks associated with investments in equity securities, however, may be higher than those associated with debt instruments, because the investment performance of equity securities depends upon factors that are more difficult to predict than those applicable to debt securities (e.g., insolvency risk of the issuer, price risk or dividend risk). A fundamental risk associated with any equity portfolio is the risk that the value of the investments held in the portfolio might decrease in value and that investors may not get back the full amount of their investment. Equity security values may fluctuate in response to, for example, the activities of an individual company, in response to general market and/or economic conditions. The performance of equity securities substantially depends on the developments on the capital markets, which themselves are influenced by the general state of the world economy and the economical and political framework.

Debt Securities. The Fund may invest in debt securities and instruments. Certain of the debt instruments in which the Fund may invest may be unrated, and whether or not rated, the debt instrument may have speculative characteristics. Bonds and other debt securities are subject to a number of risks including, but not limited to, the risk of an issuer's inability to meet principal and interest payments on the security, and may also be subject to price volatility as a result of such factors as interest rate sensitivity, market perception of the creditworthiness of the issuer and general market liquidity. In addition, an economic recession could severely disrupt the market for these securities and may have an adverse effect on the value of such instruments. Any such economic downturn would likely adversely affect the ability of the issuers of such securities to repay principal and pay interest on the securities and increase the incidence of default for the securities. The Fund will therefore be exposed to loss in circumstances when the issuer of a security defaults on its obligations with respect to that security. Investments in debt securities may include investments in debt securities paying principal or interest, the amount of which may be determined by reference to equity indices, variation of currency exchange rates, variation or differences between interest rates, insurance losses, credit risk, etc. and may therefore be subject to a greater degree of risk than interest rate risk. The value of investments in fixed income securities may change in response to fluctuations in interest rates and currency exchange rates.

Interest-Bearing Instruments. An investment in fixed-interest instruments involves the possibility that the market interest level at the time the security is issued changes thereafter. If market interest rates rise compared to their level at the time of issuance, the price of fixed-interest instruments will usually decline. If market interest rates drop, the price of fixed-interest instruments will usually raise. Fluctuations differ depending on the term of the fixed-interest instrument, whereas instruments with shorter terms typically involve lower price risks than instruments with longer terms.

Foreign Exchange. Where a Shareholder has a foreign exchange exposure to the Fund, currency fluctuations may adversely affect the value of that Shareholder's investment in the Fund depending on that Shareholder's currency of reference.

Over-the-Counter Trading. The Fund may purchase or sell instruments not traded on an exchange. OTC instruments, unlike exchange-traded instruments, are two-party contracts with price and other terms negotiated by the buyer and seller. The risk of non-performance by the obligor on such an instrument is greater and the ease with which the Fund could dispose of or enter into closing transactions with respect to such an instrument may be less than in the case of an exchange-traded instrument. In addition, significant disparities may exist between "bid" and "asked" prices for such instruments. OTC instruments are also not subject to the same type of government regulation as exchange-traded instruments, and many of the protections afforded to participants in a regulated environment may not be available in connection with such transactions.

Specific Investment Risks involved with Precious Metals. In certain jurisdictions, the purchase, holding and sale of precious metals may be subject to restrictions or additional taxes, charges or fees. For certain legal reasons (e.g. because of governmental orders) or practical reasons (e.g. because no insurance coverage may be available), the possibility of a physical delivery of precious metals may be restricted. The prices for precious metals may be subject to significant fluctuations as a consequence of changes in inflation rates or inflation expectations, the availability and offer of precious metals, mass selling by governmental agencies, central banks or international agencies, investment speculations and monetary or economic decisions of governments.

Limitations Due to Regulatory Restrictions. The Fund may seek to acquire a significant stake in certain securities. In the event such stake exceeds certain percentage or value limits, the Fund may be required to file a notification with a governmental agency or comply with other regulatory requirements. Certain notice filings are subject to review that require a delay in the acquisition of the security. Compliance with such filing and other requirements may result in additional costs to the Fund, and may delay the Fund's ability to respond in a timely manner to changes in the markets with respect to such securities.

The regulatory environment is evolving and changes in it may adversely affect the ability of the Fund to pursue its investment strategies. In addition, the regulatory or tax environment for derivative and related instruments is evolving and may be subject to modification by government or regulatory authorities, which may adversely affect the value of the investments held by the Fund. The effect of any future regulatory or tax change on the Fund is impossible to predict. The regulatory environment within which the Fund will operate may be different from the regulatory requirements of the investors' home countries.

Execution of Orders. The Fund's trading strategy depends on its ability to establish and maintain an overall market position in a combination of financial instruments selected by the Investment Manager. The Fund's trading orders may not be executed in a timely and efficient manner because of various circumstances, including systems failures or human error attributable to the Fund, its brokers, agents or other service providers. In such event, the Fund might only be able to acquire some, but not all, of the components of such position, or if the overall position were to need adjustment, the Fund might not be able to make such adjustment. As a result, the Fund would not be able to achieve the market position selected by the Investment Manager, and might incur a loss in liquidating its position. In addition, the Investment Manager relies heavily on electronic execution systems, and such systems may be subject to failure, causing the interruption of trading orders made by the Fund (see "Systems Risks").

Risks of Investing in Other Investment Funds

Risks of other Investment Funds. The Fund may also invest in other collective investment schemes or investment funds. Such investment funds will involve all the risks related to the financial instruments or other investments on which they focus.

Duplication of costs. It should be noted that the Fund incurs costs of its own management, administration and custody of its assets. In addition, the Fund incurs similar costs in its capacity as an investor in target investment funds which in turn pay similar fees to their own manager and other service providers. This might lead to a duplication of the fees and charges, as the Fund incurs the fees and charges at each investment level. Further, some of the techniques employed at the level of the target investment funds may involve frequent changes in positions and a consequent portfolio turnover. This may result in brokerage commission expenses which exceed significantly those of other investment funds of comparable size. Certain investment funds may be required to pay performance fees to their own manager. Under these arrangements the target investment funds managers will benefit from the appreciation, including unrealised appreciation of the investments of such target investment funds, but they are not similarly penalised for realised or unrealised losses. Because target investment fund managers may be paid performance fees, it is possible that in any given year total fees will be paid to some of the investment fund managers whereas, due to the depreciation of assets managed by other target investment fund managers, the Net Asset Value per Share decreases. Prospective investors should further be aware that there may be a further duplication of fees if a target investment fund in turn invests in another target fund. Where a target investment fund is a fund of funds, the target investment fund will pay a proportion of the fees and expenses of the fund in which it invests such as the fees and expenses payable to the investment manager and other service providers to such fund. As a consequence, the costs of the Fund may represent a higher percentage of the Net Asset Value than would typically be the case with direct investment or in the case of investment funds which invest directly.

Limited supervision of target investment funds. The Fund is expected to invest in target investment funds established in jurisdictions where no or limited supervision is exercised on such target investment funds by local regulators. Similarly, the underlying funds in which such target investment funds invest may be established in jurisdictions where no or limited supervision is exercised on such underlying funds by local regulators. Whilst the risks inherent to the investment in target investment funds (whether regulated or unregulated) should be limited to the loss of the investment contributed, the absence of supervision at both the level of target investment funds and underlying funds may result in a higher risk for Shareholders.

Segregation of liabilities where the target investment fund is an umbrella fund. Where the Fund invests into a segregated pool of assets of a target investment fund, circumstances may arise where, even though that target investment fund is established in a jurisdiction which provides for each segregated pool of an umbrella target investment fund to be treated for insolvency purposes as if it was a separate legal entity such that liabilities in excess of its assets are not to be paid out of the assets of other sub-funds in that umbrella target investment fund, the inability of a segregated pool to meet its liabilities means the other segregated pool may have to contribute to the shortfall of assets. This contagion risk or contamination risk may be managed by contractual arrangements with counterparties of a segregated pool, but there is no certainty that the risk can be eliminated.

Reliance on third party fund managers – Independent portfolio managers. The Fund will not have an active role in the day-to-day management of investments or the ability to approve the specific investment or management decisions made by the managers of the target investment funds. As a result, the returns of investments will primarily depend on the performance of such unrelated managers and other management personnel and could be substantially adversely affected by the unfavourable performance of such managers and other management personnel. The managers of the target investment funds invest wholly independently of one another and may at times hold economically offsetting positions. To the extent that such portfolio managers do, in fact, hold such positions, the Fund, considered as a whole, cannot achieve any gain or loss despite incurring expenses.

Proprietary investment strategies. Target investment funds may use proprietary investment strategies that are based on considerations and factors that are not fully disclosed to the Fund. These strategies may involve risks under some market conditions that are not anticipated by the Fund. The target investment funds generally use investment strategies that are different than those typically employed by traditional managers of portfolios of stocks and bonds. The investment niche, arbitrage opportunity or market inefficiency exploited by a target investment fund may become less profitable over time as the target investment fund and competing asset managers or investors manage a larger group of assets in the same or similar manner (tending to arbitrage away the profit opportunities), or market conditions change. The strategies employed by the target investment funds may involve significantly more risk and higher transaction costs than more traditional investment methods. The Fund seeks to reduce these risks by spreading the investments of the Fund among a variety of different target investment funds using investment strategies with returns that are not highly correlated with one another so that the volatility of different strategies (the "profits from one target investment fund and the losses from another) tends to reduce the overall fluctuation in value of the relevant Fund's assets. It is possible that the performance of the target investment funds may be closely correlated in some market conditions, resulting (if those returns are negative) in significant losses to the Fund and its Shareholders.

Illiquidity of target investment funds. The illiquidity of the target investment funds may mean that the Fund are not able to reallocate their assets amongst the target investment funds as quickly as they may otherwise do and the target investment funds will not have any enhanced rights in this regard. The Fund will be subject to all of the restrictions and penalties relating to redemptions as are set out in the applicable target investment funds' terms and offering documents. Under certain extreme market conditions, one or more underlying investment funds may be forced to create side pockets. This may result in creating an equivalent side pocket within the sub-fund.

Participation in target investment funds. The Fund may invest all or part of its assets in target investment funds. The Fund will be required to comply with the terms of the relevant target investment fund offering and constitutive documents which may place limits on subscriptions and redemptions, and additionally the liquidation of a target investment fund may lead to the compulsory redemption of any shares held by the Fund. Accordingly, the performance of the Fund may not absolutely reflect the performance of the target investment funds.

Disclosure of investment portfolios. The audited financial statements of the target investment funds will not typically include a detailed listing of positions held by the target investment funds. Such confidentiality is maintained for the purpose of preventing third-parties from using information concerning a target investment fund's position to its detriment. Examples of ways in which such information could be used adversely to a target investment fund include: (1) to "front run" the target investment fund on sales, or additional purchases, of such positions, (2) to make it more difficult for the target investment fund to protect its positions by withholding, or causing others to withhold, prospective trades, (3) to make it difficult to acquire or borrow securities, or (4) otherwise to interfere with the target investment fund's investment objectives. For this reason, the Fund believes it is important in most cases to take extra precautions to maintain the confidentiality of the positions in the target investment funds' investment portfolios.

Transacting party credit risk. Certain assets of a target investment fund (and indirectly of the Fund) may be exposed to the credit risk of the counterparties such as the dealers, brokers and exchanges through which the target investment fund deals. The target investment fund may be subject to risk of loss of assets on deposit or being settled or cleared with a counterparty in the event of the broker's bankruptcy, the bankruptcy of any clearing broker through which the broker executes and clears transactions on behalf of the target investment fund, or the bankruptcy of an exchange clearing house or the bankruptcy of any other counter party. In the case of any such bankruptcy, the target investment fund might recover, even in respect of property specifically traceable to the target investment fund, only a pro-rata share of all property available for distribution to all of the counterparty's customers. Such an amount may be less than the amounts owed to the target investment fund. Such events would have an adverse effect on the target investment fund's (and thus the Fund's) assets. With respect to the target investment fund's trading of securities, and other transactions with principals, the target investment fund will be subject to the risk of the inability or refusal of such principals to perform with respect to such transactions on the part of the principals with which the target investment fund trades. Any such failure or refusal, whether due to insolvency, bankruptcy or other causes, could subject the target investment fund to substantial losses. It is expected that the investment manager of the target investment funds will seek to mitigate these risks by reviewing the creditworthiness of all counter parties and only entering into transactions with those counterparties that such investment manager believes to be creditworthy. Certain counterparties including sub-custodians appointed by the custodians of the target investment funds may have general custody of certain of the target investment fund assets. The failure of any such counterparty may result in adverse consequences to the value of the target investment fund's (and thus the Fund's) assets.

Valuation. The target investment funds, through their administrators, will publish the net asset value of each of their classes of share on such dates as are set out in the relevant target investment fund's offering documents. There can be no guarantee that an investment by the Fund in any target investment fund could ultimately be realised at any such valuation. In the absence of bad faith or manifest error, the valuation determinations of the target investment funds' administrators are conclusive and binding on all shareholders. Because of overall size, concentration in particular markets and maturities of positions held by any target investment fund, the value at which its investments can be liquidated may differ, sometimes significantly, from the interim valuations. In addition, the timing of liquidations may also affect the values obtained on liquidation. Securities to be held by a target investment fund may routinely trade with bid-offer spreads that may be significant. At times, third party pricing information may not be available for certain positions held by a target investment fund. The type of assets (including derivative instruments) traded by each target investment fund may be complex, illiquid and not listed on any stock exchange. In particular, the values of certain bonds held by certain target investment funds are difficult to ascertain and the administrator of such target investment funds may have to rely on the price of such bonds quoted by a single broker. Since valuations will be based on assumptions and estimates, not all of which can be confirmed, whether readily or at all, the determinations of the fair value of these investments may be materially higher than the values that the relevant target investment fund ultimately realises upon the maturity of the investments, or upon their sale. Investors should be aware that situations involving uncertainties as to the valuation of portfolio positions could have an adverse effect on the net asset value of each target investment fund if the judgements of that target investment fund's directors or administrator regarding appropriate valuations should prove incorrect. In the absence of bad faith or manifest error, the valuation determinations of each target investment fund's administrator are conclusive and binding on all Shareholders. In the event that a price or valuation estimate accepted by a target investment fund in relation to an underlying investment subsequently proves to be incorrect or varies from the final published price, no adjustment to any previously published net asset value of that target investment fund will be made.

Illiquidity of Shares, Notice Period for Redemption. Shares may be disposed of only through the redemption procedures described in the section "Redemption of Shares". Under certain circumstances, such redemption procedures may entail a significant delay or a suspension in redemptions.

A Shareholder must give prior written notice to the Administrator to make a partial or total redemption of his Shares. During such notice period, the Shareholder's investment remains at risk and may decrease in value from the date that notice of redemption is made until the effective date of redemption. A Shareholder will therefore not know, in advance of giving the redemption application the price at which their Shares will be redeemed.

"Fund-of-Funds" Structure; Layering of Fees. Under certain circumstances, the Fund's "fund-of-funds" structure may be disadvantageous to Shareholders as compared with maintaining investments directly in the funds. In addition to the fees charged to an underlying fund by the manager of that fund, the fees charged by the Investment Manager add an extra layer of fees that a Shareholder would not incur if it were able to invest directly in the selected fund.

Multiple Managers. As the Fund invests with managers of investment funds or managed accounts who make their trading decisions independently, it is theoretically possible that one or more of such managers may, at any time, take positions which may be the opposite of positions taken by other managers. It is also possible that the managers retained by the Fund may on occasion be competing with each other for similar positions at the same time. Also, a particular manager may take positions for its other clients which may be opposite to positions taken for the fund or account it manages.

Performance-Based Compensation Arrangements with Managers. The Fund will typically enter into arrangements with managers of investment funds or managed accounts which provide that such managers be compensated, in whole or in part, based on the appreciation in value (including unrealised appreciation) of the account during specific measuring periods. In certain infrequent cases, managers may be paid a fee based on appreciation during the specific measuring period without taking into account losses occurring in prior measuring periods, although the Investment Manager anticipates that most, if not all, managers who charge such fees will take into account prior losses. Such performance-based compensation arrangements may create an incentive for such managers to make investments that are riskier or more speculative than would be the case in the absence of such performance-based compensation arrangements.

The Fund may be required to pay incentive fees to the managers who make a profit for the Fund in a particular financial year even though the Fund may in the aggregate incur a net loss for such financial year.

Activities of Fund Managers. Although the Investment Manager will seek to select only managers of investment funds or managed accounts who will invest the Fund's assets with the highest level of integrity, the Investment Manager will have no control over the day-to-day operations of any of the selected managers. As a result, there can be no assurance that every manager engaged by the Fund will conform his conduct to these standards.

Limits on Information. The Investment Manager selects managers of investment funds or managed accounts based upon various factors. The Investment Manager will request detailed information from each manager regarding such manager's historical performance and investment strategy. However, the Investment Manager may not always be provided with detailed information regarding all the investments made by the managers because certain of this information may be considered proprietary information by managers.

Lack of Independent Operating History of Fund Managers. While the Investment Manager favours managers with at a consistent track record managing their own independent fund, it will also consider managers with shorter track records (although such managers typically will have significant prior experience in the securities industry). Such investments may involve greater risks than investment with more established managers.

Risks Relating to the Fund and the Investment Manager

Limited Operating History. Capland Alternatives Segregated Portfolio has a limited operating history upon which prospective investors may base an evaluation of their likely performance. No assurance can be given that Fund or Capland Alternatives Segregated Portfolio will achieve their investment objectives or that the strategies described in this Private Placement Memorandum will be successful. An investor could suffer a substantial loss as a result of an investment in Capland Alternatives Segregated Portfolio. Past performance of the Investment Manager or its trading principals is not necessarily indicative of future results.

Performance Fee. The performance fee may create an incentive for the Investment Manager to cause the Fund to make investments that are riskier or more speculative than would be the case in the absence of the performance fee. In addition, because the performance fee is calculated on a basis that includes unrealised appreciation of the Fund's assets, it may be greater than if it were based solely on realised gains.

Right to Redeem. Subject to the Memorandum and Articles of Association, the Directors may effect a compulsory redemption of all or any Shares in their absolute discretion. The Directors may decide to redeem any Shares which may have been acquired by Shareholders in contravention of laws or regulations or otherwise where continued ownership, whether direct or beneficial, might have, in the sole opinion of the Directors, adverse regulatory, tax or pecuniary consequences to the Fund or the Shareholders. The Directors may also decide to compulsorily redeem the Shares where they determine in their discretion that the size of the Fund or one or more Segregated Portfolios makes the continuation of the Fund or such Segregated Portfolio economically unfeasible because of the costs involved.

The Directors may exercise the right of compulsory redemption as further described in the Memorandum and Articles of Association, including in any other circumstances in which the Directors determine, in their absolute discretion, that the exercise of this right is in the best interests of the Fund or its Shareholders.

Subscription Monies. Where a subscription for Shares is accepted, the Shares will be treated as having been issued with effect from the relevant Subscription Day notwithstanding that the subscriber for those Shares may not be entered in the Fund's register of members until after the relevant Subscription Day. The subscription monies paid by a subscriber for Shares will accordingly be subject to investment risk in the Fund from the relevant Subscription Day. Details of the price at which a subscription was accepted may be obtained by the relevant Shareholder from the Administrator.

Effect of Redemptions. Where a redemption request is accepted, the Shares will be treated as having been redeemed with effect from the relevant Redemption Day irrespective of whether or not such redeeming Shareholder has been removed from the Fund's register of members or the redemption price has been determined or remitted. Accordingly, on and from the relevant Redemption Day, Shareholders in their capacity as such will not be entitled to or be capable of exercising any rights arising under the Articles with respect to Shares being redeemed (including any right to receive notice of, attend or vote at any meeting of the Fund) save the right to receive the redemption price and any dividend which has been declared prior to the relevant Redemption Day but not yet paid (in each case with respect to the Shares being redeemed). Such redeemed Shareholders will be creditors of the Fund with respect to the redemption price. In an insolvent liquidation, redeemed Shareholders will rank behind ordinary creditors but ahead of Shareholders. Details of the redemption price applicable to any Shares may be obtained by the relevant redeemed Shareholder from the Administrator.

No Voting Rights. Except as described in the Memorandum and Articles of Association, Shareholders have no right to participate in the management of the Fund or to vote at any general meeting.

Restrictions on Transfer. The Shares will not be registered under the securities laws of any jurisdiction and there will be no secondary or other ready market for the Shares. Further, the Shares are not readily transferable and no transfer of Shares may be registered without the approval of the Directors, which may be withheld in their absolute discretion.

Reliance on the Administrator. The Fund has delegated various duties to the Administrator, including the computation of the Net Asset Value of the Shares and the registrar and transfer agent functions. Accordingly, the Fund is reliant on the Administrator performing its duties with reasonable care and in the event of any material errors, this may result in delays in the computation of the Net Asset Value and consequent losses to the Fund and the Shareholders.

Custody Risk. A substantial portion of the Fund's assets is expected to be held in custody by the Custodian. Accordingly, the Fund is reliant on the Custodian performing its duties with reasonable care and any material errors by the Custodian may have an adverse effect on the assets of the Fund. The Fund's cash in current accounts is held on the Custodian's balance sheet and may not be protected in case of insolvency of the Custodian.

A portion of the Fund's assets is expected to be invested in futures, currency forward contracts, options, swaps or similar financial instruments which are not capable of being "custodied" in the traditional sense. At any given time, the accounts of the Fund may, for that reason, only contain a small amount of cash or direct investments, with the majority of the assets of the Fund held at the various banks, brokerage firms and other financial institutions with which it has effected investment transactions. The Investment Manager expects that all securities and other assets deposited with banks or brokers will be clearly identified as being assets of the Fund and thus the Fund should not be exposed to any custody risk with respect to such parties. Such segregation of assets may not always be possible so that practical or timing problems associated with enforcing the Fund's rights to its assets may occur in the case of an insolvency of any such party.

Possible Indemnification Obligations. The Fund has agreed, or may agree, to indemnify the Investment Manager, the Administrator, the Custodian, and other banks, brokers and dealers under the various agreements entered into with such persons against certain liabilities they or their respective directors, officers, affiliates or agents may incur in connection with their relationship with the Fund.

Potential Conflicts of Interest. The services of the Directors, the Investment Manager, the Administrator, the Custodian and other service providers are not exclusive to the Fund. No provision of this Private Placement Memorandum will be construed to preclude the above parties or any affiliate of any of these parties from engaging in any other activity whatsoever and receiving compensation for providing services in the performance of any such activity.

The Fund and its agents, the directors and officers, employees, agents, affiliates or shareholders of these agents, and if any of the above are bodies corporate, any of their directors and officers, employees, agents, affiliates or shareholders, may be involved in other financial, investment or other professional activities that may on occasion cause conflicts of interest with the Fund.

Investors' Lack of Control over the Investment Policies. The investment, management, financing, operating and disposition policies of the Fund will be determined by the Investment Manager. These policies may be changed from time to time at the discretion of the Investment Manager without the vote or other approval of the Fund or the Shareholders. Any such changes could be detrimental to the operations of the Fund or the value of the assets of the Fund.

Risk Management. The Investment Manager intends to apply a risk management approach that it believes is appropriate for the Fund. The application of any risk management approach involves numerous judgments and qualitative assessments. No risk management system is fail-safe, and no assurance can be given that the Fund's risk control framework will achieve its objectives. From time to time the Investment Manager may modify or change the Fund's risk management system and procedures without notice to the Fund or the Shareholders.

Soft Dollar Commissions. When selecting brokers, banks, traders and advisors, the Investment Manager may consider, apart from factors such as prices, reliability and creditworthiness, certain products or services received by these persons or for which these persons have covered the costs. Such soft-dollar commissions may induce the Investment Manager to effect transactions on behalf of the Fund with service providers not offering the lowest transaction fees.

Operating Deficits, Risk of Early Losses. The expenses of operating the Fund (including the fees payable to the Investment Manager, the Investment Advisor, the Administrator, the Custodian and other service providers) may exceed the income of the Fund, reducing the value of the Fund's investments and potential for profitability. If the Fund begins trading under market conditions that result in substantial early losses, the risk of the Fund's having to terminate its trading will be substantially increased. The Fund could experience substantial cash flow difficulties if its assets were depleted early.

Valuation of the Fund's Assets and Liabilities. The value of the Fund's assets and liabilities will be determined with little or no input from the Directors.

Reliance on Valuation Information from Employees and Third Parties. In seeking to value the Fund's assets and liabilities, the Administrator may rely on information provided by employees or outside parties, including the Investment Manager and such persons may provide inaccurate, incomplete, not current or otherwise unreliable information. In the case of employees who receive compensation based on the performance of certain investments, such employees may be motivated to provide incorrect valuation information in order to receive increased compensation. The Administrator intends to implement procedures to safeguard against the use of inaccurate information, but may be unable to detect every error contained in the valuation information. To the extent the information received by the Fund is inaccurate or unreliable, the valuation of the Fund's assets and liabilities may be inaccurate, which in turn will adversely affect the Fund's performance.

Competition; Availability of Investments. Certain markets in which the Fund may invest are extremely competitive for attractive investment opportunities and, as a result, may provide reduced expected investment returns. No assurance can be given that the Investment Manager will be able to identify or successfully pursue attractive investment opportunities in such environments. Competition for suitable investments from other pooled investment vehicles and other investors may, among other factors, reduce the availability of investment opportunities. No significant growth has occurred recently in the number of firms organised to make such investments, which may result in increased competition to the Fund in obtaining suitable investments.

Portfolio Turnover. The capital of the Fund may be invested on the basis of short-term market considerations. The portfolio turnover rate of those investments may be significant, potentially involving substantial brokerage commissions and fees. These commissions and fees will reduce the profits of the Fund and, in turn, those of the Fund.

Dividends and Distributions. The Fund does not intend to pay dividends or other distributions, but intends instead to reinvest all of its income and gains. An investment in the Fund may for that reason not be suitable for investors seeking current returns for financial or tax planning purposes. The Directors do, however, reserve the right to declare and pay dividends.

Tax Risks. The tax consequences of an investment in the Fund are subject to certain risks. Potential investors should carefully consider the tax effects of their own investment in the Fund as the tax consequences of an investment in the Fund can be complex and certain of them will not be the same for all taxpayers. In view of the complexity of the tax aspects of investing in the Fund, and that the tax situation of each investor will differ, prospective investors should consult their own tax adviser with specific reference to their own tax situation before making an investment in the Fund.

Compliance. The Fund must comply with various legal requirements, including requirements imposed by the securities laws, tax laws and pension laws in various jurisdictions. Should any of those laws change over the scheduled term of the Fund, the legal requirements to which the Fund may be subject could differ materially from current requirements.

Increased Regulatory Oversight. The financial services industry generally, and the activities of private funds, such as the Fund, and their managers, in particular, have been subject to intense and increasing regulatory scrutiny. Such scrutiny may increase the Fund's, the Directors' and the Investment Manager's exposure to potential liabilities and to legal, compliance and other related costs. Increased regulatory oversight can also impose administrative burdens on the Investment Manager, including, without limitation, responding to investigations and implementing new policies and procedures. Such burdens may divert the Investment Manager's time, attention and resources from its portfolio management activities in connection with the Fund.

Taxes and Derivatives. The regulatory and tax environment for derivative instruments in which the Fund may participate is evolving, and changes in the regulation or taxation of these investments may significantly adversely affect the value of such investments and the ability of the Fund to pursue its investment strategies. The regulatory environment for investors and for investment funds generally is evolving, and changes in the direct or indirect regulation of investment funds may significantly adversely affect the ability of the Fund to pursue certain investment objectives or strategies that may have allowed it to obtain higher returns.

Systems Risks. The Fund depends on the Investment Manager to develop and implement appropriate systems for the Fund's activities. The Investment Manager may rely extensively on computer programs and systems to trade, clear and settle transactions, to evaluate certain investments based on real-time trading information, to monitor the Fund's portfolio and to generate risk management and other reports that are critical to oversight of the Fund's activities. In addition, certain of the Fund's and the Investment Manager's operations connect with or depend on systems operated by third parties, including the Fund's brokers and market counterparties and its sub-custodians and other service providers. The Fund or the Investment Manager may not be in a position to verify the risks or reliability of such third-party systems. The computer programs or systems of these third parties may be subject to certain defects, failures or interruptions, including, for instance, those caused by computer "worms", viruses and power failures. Any such defect or failure could have a significant adverse effect on the Fund. Such failures could, for example, cause settlement of the Fund's trades to fail, lead to inaccurate accounting, recording or processing of trades, and cause inaccurate reports, which may affect the Investment Manager's ability to monitor the Fund's investment portfolio and its risks.

Operational Risk. The Fund depends on the Investment Manager to develop the appropriate systems and procedures to control operational risk. Operational risks arising from mistakes made in the confirmation or settlement of transactions, from transactions not being properly booked, evaluated or accounted for or other similar disruption in the Fund's operations may cause the Fund to suffer financial loss, the disruption of its business, liability to clients or third parties, regulatory intervention or reputational damage. Consequently, the Fund will rely heavily on its financial, accounting and other data processing systems. The ability of the Fund's systems to accommodate an increasing volume of transactions could also constrain the Investment Manager's ability to properly manage the Fund's portfolio.

Segregation of Liabilities Among Segregated Portfolios. The Fund has been registered as a segregated portfolio company and will maintain separate accounts or book entries with respect to each Segregated Portfolio. The assets of the Fund have been segregated in order that the liabilities of each Segregated Portfolio are attributable to that Segregated Portfolio only. The segregated portfolio company structure has not, so far as the Directors are aware, been tested in any courts outside of the Cayman Islands. For that reason, it is not known if the assets of the Fund are situated in a jurisdiction other than the Cayman Islands, whether courts in other jurisdictions would recognise the segregated portfolio company structure and the integrity of Segregated Portfolios. In such circumstances, the risk exists that the assets of one Segregated Portfolio may be applied to meet the liabilities of another Segregated Portfolio whose assets are exhausted, which would have a negative effect on the value of the Fund. In the case of the insolvency of an individual Segregated Portfolio, Cayman Islands law does not currently provide a statutory regime for the winding up of an individual Segregated Portfolio. As a result, if an individual Segregated Portfolio is insolvent, on an application by a creditor, the Cayman Islands courts may order the winding up of the Fund even though the insolvency may only relate to one Segregated Portfolio.

Contagion Risk Factor. The Fund has the power to issue Shares in Classes. 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, the Fund is a single legal entity and there is no limited recourse protection for any 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.

Cross-Class Liability. Separate Classes of Shares within a Segregated Portfolio are not separate legal entities but Classes of Shares in that Segregated Portfolio of the Fund. If losses or liabilities are sustained by a Class of Shares in excess of the assets attributable to such Class, such excess may be apportioned to the other Classes of Shares within the same Segregated Portfolio. The assets attributable to any one Class of Shares within a Segregated Portfolio will not be isolated from the liabilities attributable to other Classes of Shares within such Segregated Portfolio under Cayman Islands law. To the extent that the assets of one particular Class of Shares are insufficient to satisfy the liabilities attributable to such Class of Shares, then the assets of other Classes of Shares within such Segregated Portfolio may be charged with such liabilities.

Loss of Investment. The form of an investment in the Fund will be shares of a company with limited liability and the liability of Shareholders in respect of those Shares will be limited to the price they paid for them. No Shareholder will be liable for losses or debts of the Fund beyond that Shareholder's investment nor may any Shareholder be assessed or otherwise required to invest more than that Shareholder's initial investment.

Substantial Redemptions; Forced Liquidation. Substantial redemptions by Shareholders within a short period of time could require the Investment Manager to liquidate positions more rapidly than would otherwise be desirable, which could adversely affect the value of the assets of a Segregated Portfolio. The resulting reduction in any assets of that Segregated Portfolio could make it more difficult to generate a positive rate of return or to recoup losses due to a reduced equity base. Additionally, such substantial redemptions may increase the share of fees and expenses attributable that Segregated Portfolio and payable by the remaining Shareholders of that Segregated Portfolio.

Limitation of Liability. The service providers of the Fund have limited their liability under the terms of their appointment, which will limit the rights of possible recourse of the Fund against such service provider, other than as provided in the relevant agreement with the service provider.

Litigation and Claims. The Fund and the Investment Manager as independent legal entities, may be subject to lawsuits or proceedings by government entities or private parties. Except in the event of a lawsuit or proceedings arising from a Director's fraud, wilful default or gross negligence in the performance of their duties, expenses or liabilities of the Fund arising from any suit will be borne by the Fund. In the case of the Investment Manager, except in the event of a lawsuit or proceedings arising from the Investment Manager's negligence, wilful misconduct or fraud in the performance of its duties, expenses or liabilities of the Fund arising from any suit will be borne by the Fund.

Investment Inappropriate for Certain Investors. An investment in the Fund is not appropriate for most investors and is only suitable to sophisticated investors. Such investors must have the financial capacity and the willingness to accept the risks and illiquidity inherent to an investment the Fund. Prospective investors who have any doubt about the suitability of an investment into the Fund should take advice from their financial adviser.

Conflicts of Interests for Principals and Employees. The principals and employees of the Investment Manager will be subject to a variety of conflicts of interest relating to their responsibilities for the Fund and the management of the Fund's portfolio. Certain principals and employees may serve as members of the board of directors, as members of an investment or advisory committee, or otherwise in an advisory capacity for one or more corporations, foundations or other organisations. Such positions may create a conflict between the services and advice provided to such organisations and the responsibilities owed to the Fund. The Investment Manager or its principals may provide advice to other investment funds or accounts, some of which may have investment objectives that overlap with the Fund. Certain principals and employees of the Investment Manager may have a greater financial interest in the performance of such other funds or accounts than the performance of the Fund. Such involvement may create conflicts of interest in making investments on behalf of the Fund and such other funds and accounts. The principals and employees will seek to limit any such conflicts in a manner that is in accordance with their fiduciary duties to the Fund and such other funds or accounts, but no assurance can be given that serving in such positions will not affect such persons' ability to perform their responsibilities on behalf of the Fund.

Conflicts of Interest of the Investment Manager; Selection of Brokers; Custodian. The Investment Manager will be subject to a variety of conflicts of interest in making investments on behalf of the Fund. The Investment Manager may, for example, be subject to conflicts relating to its selection of brokers on behalf of the Fund. Portfolio transactions for the Fund will be allocated to brokers on the basis of best execution and in consideration of a broker's ability to effect the transactions, its facilities, reliability and financial responsibility and the provision or payment by the broker of the costs of research and research-related services. In addition, the appointment of any brokers by the Fund, and any termination of a broker by the Fund, will be subject to the approval of the Custodian.

Reliance on Investment Manager and Key Personnel. Shareholders have no authority to make decisions or to exercise investment discretion on behalf of the Fund. The authority for all such decisions is delegated to the Investment Manager. All decisions with respect to the investment of the Fund's capital will be made by the Investment Manager's principals. For the foreseeable future, investment of that capital will depend largely upon the ability of the Investment Manager to develop and implement investment strategies that achieve the Fund's investment objective, and should any of them terminate their relationship with the Investment Manager, die or become otherwise incapacitated for any period of time, and should any replacement for any of them (if any) not equal their predecessor's performance, the profitability of the investments of the Fund may suffer. In addition, should the Investment Manager terminate its relationship with the Fund, the profitability of the Fund's investments may suffer. No assurance can be given that the Investment Manager will be successful in managing the Fund's assets. Subjective decisions made by the Investment Manager may cause the Fund to incur losses or to lose profit opportunities upon which the Fund would otherwise have capitalised.

Misconduct of Employees and of Third-Party Service Providers. Misconduct by employees or by third-party service providers could cause significant losses to the Fund. Employee misconduct may include binding the Fund to transactions that exceed authorised limits or present unacceptable risks and unauthorised trading activities or concealing unsuccessful trading activities (which, in either case, may result in unknown and unmanaged risks or losses). Losses could also result from actions by third-party service providers, including, without limitation, failing to recognise trades and misappropriating assets. In addition, employees and third-party service providers may improperly use or disclose confidential information, which could result in litigation or serious financial harm, including limiting the business prospects or future marketing activities of the Fund or the Fund. The Investment Manager will adopt measures to prevent and detect employee misconduct and to select reliable third-party service providers, but such measures may not be effective in all cases.

Absence of Regulatory Oversight. Registration under the Mutual Funds Act in the Cayman Islands does not involve a detailed examination of the merits of the Fund or substantive supervision of the investment performance of the Fund by the Cayman Islands government or the Cayman Islands Monetary Authority. The Fund is not registered under any other applicable law, rule or regulation. Consequently, Shareholders will not benefit from certain of the protections afforded by such other laws or regulations (as, for example, provisions whereby investment companies must have directors that do not participate in the investments of the Fund, whereby the securities have to be kept separate at a custodian bank which has to act independently of the investment management company and solely in the interests of the investors, whereby the relations between the investment company and their advisers are regulated or whereby fundamental changes of the investment policy require the consent of the investors). There is no financial obligation or compensation scheme imposed on or by the government of the Cayman Islands in favour of or available to the investors in the Fund.

Side Letters. To the extent permitted by applicable law, in connection with an investor's subscription for Shares, the Fund may enter into a side letter or similar agreement (a "Side Letter Agreement") with such new investor. A Side Letter Agreement may provide for, among other things, (i) the Directors' agreement to exercise their discretionary authority under the Memorandum and Articles of Association in certain respects for the benefit of, and to give enhanced liquidity rights to, the new investor, e.g., without limitation, with respect to redemption rights and fees; (ii) the Directors' agreement to extend certain information rights or additional reporting to such investor, in some cases to accommodate special regulatory or other circumstances of the new investor; or (iii) restrictions on, or special rights of the new investor with respect to, the activities of the Investment Manager. The entry by the Fund into any Side Letter Agreement would not require the vote or consent of any Shareholders of the Fund unless such Side Letter Agreement constituted or required an amendment to the Memorandum and Articles of Association or to any class right of a particular Shareholder requiring such a class vote or consent in accordance with the terms of the Memorandum and Articles of Association. In addition, the terms of any such Side Letter Agreement will not be disclosed to other Shareholders unless the Fund, in its sole discretion, agrees otherwise.

Requests for Information. The Fund, or any directors or agents domiciled in the Cayman Islands, may be compelled to provide information, including, but not limited to, information relating to the investor, and where applicable the investor's beneficial owners, controllers or authorised persons, subject to a request for information made by a regulatory or governmental authority or agency under applicable law; e.g. by the Cayman Islands Monetary Authority, either for itself or for a recognised overseas regulatory authority, under the Monetary Authority Act (As Revised), or by the Tax Information Authority, under the Tax Information Authority Act (As Revised) and associated regulations, agreements, arrangements and memoranda of understanding. Disclosure of confidential information under such laws shall not be regarded as a breach of any duty of confidentiality and, in certain circumstances, the Fund, director or agent, may be prohibited from disclosing that the request has been made.

Handling of mail. Mail addressed to the Fund and received at its registered office will be forwarded unopened to the forwarding address supplied by the Administrator to be dealt with. None of the Fund, its Directors, officers, advisors or service providers (including the organisation which provides registered office services in the Cayman Islands) will bear any responsibility for any delay howsoever caused in mail reaching the intended recipient.

No Independent Advice. Maples and Calder act as Cayman Islands legal counsel only to the Fund. The Fund has no counsel separate and independent from counsel to the Custodian and the Administrator. Maples and Calder does not represent investors in the Fund, and no independent counsel has been retained to represent investors in the Fund. Maples and Calder is not responsible for any acts or omissions of the Investment Manager or the Fund (including their compliance with any guidelines, policies, restrictions or applicable law, or the selection, suitability or advisability of their investment activities) or any administrator, accountant, custodian, broker or other service provider to the Investment Manager or the Fund. This Private Placement Memorandum was prepared based on information furnished by the Investment Manager, the Custodian, the Administrator and other parties, and Maples and Calder has not independently verified such information.

SHARES OF THE FUND

Rights attached to the Shares

(a) The holders of the Participating Shares:

- (i) are not entitled to any votes in respect of such Shares, other than in respect of a proposal to vary the rights attached to such Participating Shares;
- (ii) are entitled to such dividends as the Directors may from time to time declare;
- (iii) are entitled, in the event of a winding-up or dissolution of the Fund, whether voluntary or involuntary or for the purposes of a reorganisation or otherwise or upon any distribution of capital, after payment of all creditors and the return of the par value of the Management Shares to the holders thereof as provided in the Memorandum and Articles of Association, *pari passu* to an amount equal to the capital paid up on such Shares and thereafter, subject to the provisions of the Memorandum and Articles of Association, to share pro rata in the surplus assets of the Fund by reference to the Segregated Portfolio out of the relevant Class; and

(iv) are entitled, and subject, to the redemption or repurchase of such Shares as provided in the Memorandum and Articles of Association.

(b) The holders of the Management Shares:

(i) are entitled to one vote per share in respect of such Management Shares;

(ii) are not entitled to any dividends in respect of such Management Shares;

(iii) are entitled, in the event of a winding-up or dissolution of the Fund, whether voluntary or involuntary or for the purposes of a reorganisation or otherwise or upon any distribution of capital, *pari passu* to an amount equal to the par value of such Management Shares out of the general assets of the Fund but shall have no other rights to participate in the profits of the Fund; and

(iv) are not subject to redemption or repurchase of such Management Shares, whether at the option of the Fund or the holder of such Management Shares.

Form of Shares

All Shares will be issued in registered form only and the register of members is conclusive evidence of ownership. The Fund treats the registered owner of a Share as the absolute and beneficial owner thereof. No certificates for Shares will be issued.

Fractions of Shares up to three decimal places will be issued, the Fund being entitled to receive the adjustment.

Variation of Class Rights

Whenever the capital of the Fund is divided into different Classes of Shares, all or any of the special rights for the time being attached to any Class for the time being issued may (unless otherwise provided by the terms of issuance of the Shares of that Class) be altered or abrogated, either whilst the Fund is a going concern or during or in contemplation of a winding up, with the consent in writing of the holders of all the issued Shares of the Class, or with the sanction of a resolution passed at a separate meeting of the holders of the Shares of the Class by a majority of three-fourths of such holders who vote in person or by proxy, but not otherwise.

The special rights conferred upon the holders of any Shares or Class of Shares issued with preferred or other special rights shall not (unless otherwise expressly provided by the conditions of issue of such Shares) be deemed to be varied by the creation, allotment or issue of further Shares ranking *pari passu* therewith or subsequent thereto.

SUBSCRIPTIONS

General Terms for Subscriptions

Each investor subscribing for Shares of any Class will be required to execute a Subscription Agreement, pay the subscription amount, provide personal data and make certain representations and warranties to the Fund.

A Subscription Agreement is attached to this Private Placement Memorandum and are also available from the Administrator. Subscription Agreements must be addressed by facsimile or SWIFT to the Administrator at the address and facsimile number mentioned in the Subscription Agreement.

Neither the Fund nor the Administrator will be responsible for any mis-delivery or non-receipt of any redemption request sent by facsimile.

No interest will be paid on subscription monies received before the applicable Subscription Day.

Subscription applications are legally binding on the investor and irrevocable, except in the case of suspension of the Net Asset Value (see "Suspension of the Net Asset Value") or as otherwise specified herein.

The Directors may, in their absolute discretion, reject any subscription in whole or in part (as described in the section "Restriction on Ownership of Shares") or restrict or suspend the issuance of new Shares, for any reason.

In addition, in order to comply with applicable anti-money laundering laws and regulation, investors may be required to provide additional information and documents before their application is accepted.

Minimum Subscription and Holding

The minimum initial subscription amount, net of subscription or other charges, and holding amounts is:

(a) Class CHF Shares and Class CHF P Shares: minimum initial subscription of CHF 100,000;

(b) Class EUR Shares and Class EUR P Shares: minimum initial subscription of € 100,000;

(c) Class USD Shares and Class USD P Shares: minimum initial subscription of US$ 100,000; and

(d) Class GBP Shares: minimum initial subscription of £ 100,000.

These minimum initial subscription and holding amounts may be lowered or increased or waived at the absolute discretion of the Directors on a case-by-case basis or generally, provided that no minimum initial investment in any Class will be accepted if lower than US$ 100,000 (or equivalent).

No minimum additional subscription amount applies to existing Shareholders.

Subscriptions

The initial offer period in respect of Class USD Shares closed on 31 December 2015, in respect of Class USD P Shares closed on 30 December 2016 and in respect of Class GBP Shares closed on 28 February 2020.

Class CHF Shares and Class CHF P Shares will initially be offered during the Initial Offer Period at the Issue Price, and shall be issued (or deemed to be issued) on the first Business Day following the Initial Offer Period.

Following the Initial Offer Period, Shares of each Class will be available for subscription on each Subscription Day at the Net Asset Value per Share of the relevant Class as of the relevant Subscription Day.

Applicants for the subscription of Shares during the Initial Offer Period should complete a Subscription Agreement and send it, together with requested documents, to the Administrator by facsimile or SWIFT so as to be received by the Administrator no later than 4 p.m. (CET/CEST) on the last Business Day of the Initial Offer Period (or such later time and/or date as the Directors may determine).

Following the close of the Initial Offer Period, applicants for the subscription of Shares should complete a Subscription Agreement and send it, together with the requested documents, to the Administrator by facsimile or SWIFT so as to be received by the Administrator no later than 4 p.m. (CET/CEST) on the applicable Subscription Day or the Business Day before the applicable Subscription Day if the relevant Subscription Day is not a Business Day.

Subscription monies must be received by the Custodian on the applicable Subscription Day or on the Business Day before the relevant Subscription Day, if the Subscription Day is not a Business Day.

Any Subscription Agreement or subscription monies received after the prescribed cut-off times for the applicable Subscription Day will be processed on the following Subscription Day, unless the Directors decide otherwise.

Shares subscribed will be issued at their Net Asset Value per Share computed as of the applicable Subscription Day. Details of the price at which a subscription was accepted may be obtained by the relevant Shareholder from the Administrator.

Subscription Fee

A subscription fee of up to 2% of the amount subscribed may be applied at the discretion of the Directors. The subscription fee, if any, will be paid to the intermediaries involved in the placement of the Shares.

Subscriptions in Kind

The Fund may from time to time accept subscriptions for Shares of any Class in consideration of a contribution in kind of assets, which could be acquired by the Fund pursuant to the investment policy and restrictions of the Capland Alternatives Segregated Portfolio. Any such contribution in kind will be valued in accordance with the section "Net Asset Value" and the incoming investor will receive Shares of the Class subscribed of a value equal to the value of the contribution of the relevant assets, less all transfer and other costs involved in transferring the ownership of the relevant assets from the investor to the Fund.

Investment Eligibility

It is the responsibility of prospective investors to verify that the purchase and payment, or the acquisition, of Shares is in compliance with (i) the legal requirements within their own country for the acquisition of Shares, (ii) any foreign exchange restrictions which they might encounter, and (iii) the direct, indirect and other tax consequences in their jurisdiction of residence of an acquisition of Shares of any Class.

Prospective investors should consider whether the purchase of Shares is suitable for them in light of their individual investment objectives and their present and expected future financial position, needs and tax situation. An investment in the Fund involves substantial risks and should not be made by any Person who cannot afford a total loss of principal. An investment in the Fund is suitable only for Persons who have adequate means of providing for their current needs and personal contingencies and have no need for liquidity in their investments. Subscribers should view an investment in the Fund within the context of their overall investment strategy and should only commit funds which are earmarked for intermediate to long-term investment.

By completing and returning their Subscription Agreement, each subscriber, amongst other things, represents and warrants to the Fund that they (i) have received and read this Private Placement Memorandum, (ii) are subscribing for Shares for investment purposes only, (iii) can afford the loss of their entire investment, (iv) have such knowledge and experience in financial and business matters that they are capable of evaluating the merits and risks of the prospective investment, (v) have received all requested information about the Fund and (viii) are not a US Person. TO THE EXTENT THAT A SUBSCRIBER IS SUBJECT TO ANY INVESTMENT RESTRICTIONS OR LIMITATIONS, THE SUBSCRIBER IS REQUIRED TO DISCLOSE SUCH RESTRICTIONS OR LIMITATIONS AT THE TIME OF SUBSCRIPTION.

By completing and returning their Subscription Agreement, each subscriber, amongst other things, certifies to the Fund that the Shares are not being acquired and will not at any time be held, directly or indirectly, for the account or benefit of any US Person or any Person subject to the above restrictions. Shareholders are required to notify the Fund immediately of any change in such information. IT IS THE RESPONSIBILITY OF EACH SHAREHOLDER TO VERIFY THAT SUCH SHAREHOLDER IS NOT A US PERSON THAT WOULD BE PROHIBITED FROM OWNING SHARES IN THE FUND.

Prospective investors are urged to consult with their own advisers to determine the suitability of an investment in the Fund, and the relationship of such an investment to their own overall investment program and financial and tax position. Subscribers are required to represent further that, after all necessary advice and analysis, their investment in the Fund is suitable and appropriate, in light of the foregoing considerations.

Restrictions on Ownership of Shares

The Directors may restrict or prevent the ownership of Shares, in whole or in part, for any reason, including, but not limited to, if the investor is, or will be, a Prohibited Investor.

Accordingly, the Directors reserve the right to:

(a) reject any subscription, decline to issue any Shares or register any transfer of Shares, in whole or in part, where it appears that the registration of such Shares would or might result in beneficial ownership of such Shares being transferred to a Prohibited Investor, either alone or in conjunction with any other Person;

(b) compulsorily redeem the Shares which, in their opinion, are beneficially owned by a Prohibited Investor, either alone or in conjunction with any other Person; or

(c) refuse the vote of any Prohibited Investor at any meeting of Shareholders of the Fund.

The Directors may require any subscriber, transferee or Shareholder to make any representations and provide any information as they may consider necessary for the purpose of deciding whether or not the investor is a Prohibited Investor. Any investor who fails to provide such representations or information within one month of being requested may be deemed to be applying for, or holding, Shares to which the above restrictions apply.

REDEMPTIONS

General Terms for Redemptions

Shares may be redeemed on each Redemption Day.

Each Shareholder redeeming Shares will be required to execute a Redemption Form. Redemption Forms are attached to this Private Placement Memorandum and available from the Administrator.

Redemption Procedure

Applicants for the redemption of Shares should complete a Redemption Form and send it to the Administrator by facsimile or SWIFT so as to be received by the Administrator no later than 4 p.m. (CET/CEST) sixty days before the applicable Redemption Day (the "**Prescribed Cut-off Time**").

Redemption Forms received after the Prescribed Cut-off Time will be processed the following Redemption Day, unless the Directors decide otherwise. The Directors may, in their sole and absolute discretion, determine to process Redemption Forms received after the Prescribed Cut-off Time on any given Redemption Day provided that:

(a) the Redemption Form is received on or before the last day of the calendar month preceding the relevant Redemption Day;

(b) the Fund does not have any credit facility in place, or is in overdraft on any of its accounts; and

(c) the Directors, in consultation with the Investment Manager, determine that the Fund has sufficient liquidity to pay the redemption proceeds, pay any anticipated or planned redemptions and meet all expenses of operating the Fund (including the fees payable to the Investment Manager, the Investment Advisor, the Administrator, the Custodian and other service providers).

Should the Fund refuse to process a redemption for failure to give timely notice, the relevant Shareholder will be notified immediately.

Shares redeemed will be repurchased as of the applicable Redemption Day at an unknown redemption price equal to their Net Asset Value per Share calculated as at such Redemption Day. Details of the redemption price applicable to any Shares may be obtained by the relevant redeemed Shareholder from the Administrator.

All redemption requests are irrevocable, except in case of suspension of the Net Asset Value as described below.

Neither the Fund nor the Administrator will be responsible for any mis-delivery or non-receipt of any redemption request sent by facsimile.

Payment of Redemptions

In normal circumstances, the Fund will pay the redemption proceeds no later than 30 days after the applicable Redemption Day.

In extraordinary circumstances determined by the Directors in their absolute discretion, the Fund, having considered the best interests of the Fund and its Shareholders, may suspend redemptions or delay payments of any redemption until as soon as it is practicable for the Fund to make such payments.

No interest will be paid on redemption proceeds between the applicable Redemption Day and the date of actual payment.

Redemption Fee

Redemption of Class CHF P Shares, Class EUR P Shares and Class USD P Shares will carry a charge of up to 1% of the redemption amount, payable to the Fund as compensation for the divestment costs.

No redemption fee will be applied to redemptions of Class CHF Shares, Class EUR Shares, Class USD Shares and Class GBP Shares.

Deferral of Redemption Requests

In case of substantial redemptions (considered to be 10% or more of the Net Asset Value of the Fund attributable to the Capland Alternatives Segregated Portfolio on any Valuation Day), the Directors may scale down the amounts to be redeemed to such extent and in such manner as they consider may be necessary. Where any requests for redemptions have been scaled down, the Directors may determine that any request for redemption that have been postponed from any prior Redemption Day will have priority on any subsequent Redemption Day, or may take such other steps in respect of such postponed requests for redemption as they deem appropriate.

Redemptions in Kind

The Directors may, in their sole discretion, satisfy all or part of any amounts due to a redeeming Shareholder by making a payment in kind out of the assets attributable to the Capland Alternatives Segregated Portfolio. Any such payment in kind will be valued in accordance with the section “Net Asset Value” and the redeeming Shareholder will receive assets of a value equal to the value of the distribution out of the assets attributable to the Capland Alternatives Segregated Portfolio.

Compulsory Redemptions

The Directors may compulsorily redeem all or part of a Shareholder’s Shares for any or no reason whatsoever. In particular, the Directors have the right to compulsory redeem Shares if:

(a) in their opinion, the subscription for, or holding of, such Shares is, or was, or may be in breach of the provisions detailed under the section “Restriction on Ownership of Shares”;

(b) the Net Asset Value of the Capland Alternatives Segregated Portfolio falls below US$ 5,000,000 (or equivalent);

(c) as a result of a redemption, a redeeming Shareholder would hold Shares worth less than the minimum holding amount applicable to that Class; or

(d) as a result of a transfer of Shares, either the Shareholder or the Person to whom such Shares are to be transferred will hold Shares worth less than the minimum holding amount applicable to that Class.

Additionally, the Fund has the right to require the redemption of Shares attributable to a Segregated Portfolio if it determines that a portion of the assets attributable to that Segregated Portfolio cannot be effectively invested. Under such circumstances, the Fund will have the irrevocable power to act in the name of all Shareholders of such Segregated Portfolio to redeem their Shares pro-rata across all Shareholders.

In the event of any compulsory redemption, the redemption price will be the Net Asset Value per Share as of such Redemption Day. Such Shareholder will have no Shareholder rights with respect to the Shares to be redeemed after the applicable Redemption Day, except the right to receive the redemption price for those Shares.

Termination of any Class

The Directors may terminate any Class at such other time and with such other notice as the Directors believe to be in the best interests of such Shareholders in light of market conditions, subject to no less than 30 days' prior notice. Upon such termination the Shares of the applicable Class will be redeemed by the Fund at a redemption price per Share calculated as of the Redemption Day stated in the notice of redemption.

TRANSFERS AND SWITCHES

Transfers

There are no statutory restrictions to the transferability of the Shares. The Directors are entitled to impose such restrictions as they may think necessary for the purpose of ensuring that no Shares in the Fund are acquired or held by any Prohibited Person. If the Directors notice that any Shares are held by any Prohibited Person, then they may compulsorily redeem such Shares.

In addition, the Directors may refuse a transfer of Shares if:

(a) as a result of such transfer, either (i) the Shareholder or the Person to whom such Shares are to be transferred will hold Shares worth less than the minimum holding amount applicable to that Class or (ii) the Shares would be held in breach of the provisions detailed under the section "Restrictions on Ownership of Shares";

(b) the manner, form or evidence of the transfer is unacceptable; or

(c) the transfer is to be made by a Shareholder who is indebted to the Fund.

The Shares may be transferred to or held only for the benefit of non-Prohibited Investors. Shareholders are therefore advised to contact the Administrator before requesting a transfer of Shares.

The transfer of Shares may be effected by the delivery to the Administrator of a transfer form and will take place on registration of the transferee as Shareholder in the register of members.

Transfer forms are available from the Administrator. Transfer forms must be addressed by facsimile and in original by post, to the Administrator at the address and facsimile number mentioned on the Transfer Form. Transferee who are not existing Shareholders will also be required to complete a Subscription Agreement, provide personal information and make certain representations and warranties to the Fund.

Switches

Shareholders who wish to move their investments between Classes will be required to do so by way of the existing redemption and subscription procedures. Such switches are subject to the approval of the Directors, in their absolute discretion.

NET ASSET VALUE

Determination of the Net Asset Value

The Net Asset Value of the Capland Alternatives Segregated Portfolio will be expressed in United States Dollars. The Net Asset Value per Share of each Class will be expressed in the base currency of that Class, rounded down to four decimal places, and will be carried out by the Administrator, subject to the supervision of the Directors, in accordance with the requirements of the Memorandum and Articles of Association. The Net Asset Value per Share of each Class and subscription and redemption prices per Share of each Class will be available to Shareholders on request delivered to the Administrator on any Business Day.

Except when the determination of the Net Asset Value has been suspended in the circumstances set out under "Suspension of the Net Asset Value and the Subscriptions and Redemptions of Shares", the Net Asset Value of each Class will be valued as of each Valuation Day.

The Net Asset Value of a Class is determined as the value of the total assets attributable to such Class minus the total accrued expenses and liabilities attributable to such Class.

The Net Asset Value of the Segregated Portfolio will be allocated to the different Classes of Participating Shares. The Net Asset Value per Share is determined by dividing the Net Asset Value of each Class by the number of outstanding Shares of the respective Class.

The Fund has delegated to the Administrator the determination of the Net Asset Value. Assets will be valued in accordance with the following principles:

(a) any security which is listed or quoted on any securities exchange or similar electronic system and regularly traded thereon will be valued at its last traded price on the relevant Valuation Day or, if no trades occurred on such day, at the closing bid price if held long by the Fund and at the closing offer price if sold short by the Fund, as of the relevant Valuation Day, and as adjusted in such manner as the Directors, in their sole discretion, think fit, having regard to the size of the holding, and where prices are available on more than one exchange or system for a particular security the price will be the last traded price or closing bid or offer price, as the case may be, on the exchange which constitutes the main market for such security or the one which the Directors in their sole discretion determine provides the fairest criteria in ascribing a value to such security;

(b) any security which is not listed or quoted on any securities exchange or similar electronic system or if, being so listed or quoted, is not regularly traded thereon or in respect of which no prices, as described above, are available, will be valued at its probable realisation value as determined by the Directors in good faith having regard to its cost price, the price at which any recent transaction in the security may have been effected, the size of the holding having regard to the total amount of such security in issue, and such other factors as the Directors in their sole discretion deem relevant in considering a positive or negative adjustment to the valuation;

(c) investments, other than securities, which are dealt in or traded through a clearing firm or an exchange or through a financial institution, will be valued by reference to the most recent official settlement price quoted by that clearing house, exchange or financial institution. If there is no such price, then the average will be taken between the lowest offer price and the highest bid price at the close of business on any market on which such investments are or can be dealt in or traded, provided that where such investments are dealt in or traded on more than one market, the Directors may determine at their discretion, which market will prevail;

(d) investments, other than securities, which are not dealt in or traded through a clearing firm or an exchange or through a financial institution will be valued on the basis of the latest available valuation provided by the relevant counterparty;

(e) deposits will be valued at their cost plus accrued interest;

(f) any value (whether of an investment or cash) otherwise than in the reference currency of the Shares will be converted into the reference currency of the Shares at the rate (whether official or otherwise) which the Directors in their absolute discretion deem applicable as of close of business on the relevant Valuation Day, having regard, among other things, to any premium or discount which they consider may be relevant and to costs of exchange.

In case the assets held by the Fund on behalf of the Segregated Portfolio require specific valuation methods in order to determine the value of these assets, additional valuation methods, approved by the Directors, may be used.

Furthermore the Directors may, at their discretion, permit any other method of valuation to be used if they consider that such method of valuation better reflects value and is in accordance with good accounting practice. In addition, the Directors may suspend the Net Asset Value calculation under the circumstances described below in the section “Suspension of the Net Asset Value and the Subscriptions and Redemptions of Shares”.

Unless the Directors consider some other basis of valuation is more appropriate, the Fund's assets will be valued based on accrual accounting using generally accepted accounting principles applied in the Grand Duchy of Luxembourg ("GAAP") as a guideline and otherwise in accordance with the principles set out in the Memorandum and Articles of Association.

In calculating the Net Asset Value of the Fund, each Segregated Portfolio, each Class and per Share, the Administrator may rely upon such automatic pricing services as it will determine or, if so instructed by the Fund, it may use information provided by particular pricing services, brokers, market makers or other intermediaries. In such circumstances, the Administrator will not, in the absence of gross negligence, wilful default or fraud on its part, be liable for any loss suffered by the Fund or any Shareholder by reason of any error in the calculation of the Net Asset Value and Net Asset Value per Share resulting from any inaccuracy in the information provided by any such pricing service, broker, market maker or other intermediary.

Any valuations made in accordance with the above-mentioned principles will be final and conclusive to all Shareholders. In no event and under no circumstances will the Directors incur any individual liability or responsibility for any determination made, advice given or other action taken or omitted by them in good faith with respect to the determination of the value of the Fund's assets or the Net Asset Value of the Fund, each Segregated Portfolio, each Class and per Share, as the case may be.

Suspension of the Net Asset Value and the Subscriptions and Redemptions of Shares

The Directors may suspend the Net Asset Value calculation or the subscription or redemption of Shares for all or any of the Segregated Portfolios or of Participating Shares of any Classes within those Segregated Portfolios: (i) during any period when any stock or commodity exchange on which any of the Fund's investments are quoted is closed, other than for ordinary holidays and weekends, or during periods in which dealings are restricted or suspended; (ii) in case of a suspension of the net asset value calculation and a suspension of the redemption of shares of underlying investment funds; (iii) during the existence of any state of affairs as a result of which, in the opinion of the Directors, disposal of investments by the Fund would not be reasonably practicable or might prejudice the non-redeeming Shareholders of the Fund; (iv) during any breakdown in the means of communication normally employed in determining the price or value of any of the Fund's investments, or of current prices in any stock or commodity market as aforesaid; or (v) during any period when the transfer of funds involved in the realisation or acquisition of any investments cannot, in the opinion of the Directors, be effected at normal rates of exchange. To the extent that an application for the subscription of Shares or a request for redemption of Shares is not withdrawn, the subscription or redemption will be effected as of the first Subscription Day or Redemption Day following the lifting of the suspension.

FEES AND EXPENSES

Formation Expenses

All costs and expenses associated with the formation and the organisation of the Fund, including government incorporation charges, professional fees and expenses incurred in connection with the preparation of its constitutional documents and material contracts, have been met by Banque Pictet & Cie SA, an affiliate of the Custodian. Expenses associated with the establishment of the Capland Alternatives Segregated Portfolio, including the preparation of this Private Placement Memorandum, will be allocated to the Capland Alternatives Segregated Portfolio and amortised over a period not exceeding 60 months or such other period as may be determined by the Directors in their discretion. Such expenses have not exceeded US$ 15,000.

Expenses associated with the establishment of new Segregated Portfolios will be allocated to the relevant Segregated Portfolio unless otherwise decided by the Directors.

Fees of the Investment Manager

Management Fee

The Investment Manager is entitled to receive a management fee equal to 0.75% p.a. of the Net Asset Value of each Class of Shares attributable to the Capland Alternatives Segregated Portfolio.

For purposes of calculating the management fee, the Net Asset Value of the Capland Alternatives Segregated Portfolio is reduced by the fees payable or incurred by the Capland Alternatives Segregated Portfolio, but not by any distributions or redemption amounts paid during the relevant Valuation Day out of the Capland Alternatives Segregated Portfolio. The management fee accrues on each Valuation Day based on the Net Asset Value of each Class attributable the Capland Alternatives Segregated Portfolio as of such Valuation Day and is payable quarterly in arrears out of the assets of the Capland Alternatives Segregated Portfolio.

Performance Fee

The Investment Manager is entitled to receive a performance fee equal to 10% of the performance of the Net Asset Value per Class CHF P Share, Class EUR P Share and Class USD P Share, measured against the Reference Net Asset Value (as described below) per Share of such Classes, above a hurdle rate of 2% p.a. during the calculation period.

The performance fee is calculated on each Valuation Day on the basis of the Net Asset Value per Class CHF P Share, Class EUR P Share and Class USD P Share after deduction of all expenses, liabilities, including the management fee (but not the performance fee), and is adjusted for subscriptions and redemptions.

The performance fee is equal to the performance of the Net Asset Value per Class CHF P Share, Class EUR P Share and Class USD P Share above the hurdle rate, multiplied by the number of Shares in issue in each of those Classes during the calculation period. No performance fee will be due if the Net Asset Value per Share before performance fee is below the Reference Net Asset Value for the relevant calculation period.

The Reference Net Asset Value is the greater of (i) the latest Net Asset Value per Share after deduction of the performance fee during the previous calculation period and (ii) the latest Reference Net Asset Value per Share.

The Reference Net Asset Value will be decreased by dividends paid to Shareholders.

Performance fee accruals will be made on each Valuation Day. If the Net Asset Value per Class CHF P Share, Class EUR P Share or Class USD P Share decreases during the calculation period, the performance fee accruals for those Shares will be reduced accordingly. If these accruals fall to zero, no performance fee will be payable.

If Class CHF P Share, Class EUR P Shares or Class USD P Shares are redeemed on a date other than that on which a performance fee is payable while performance fee accruals have been made, the accrued performance fee attributable to such Shares will be paid at the end of the relevant calculation period even if performance fee accruals are no longer made at that date. Unrealised gains may be taken into account in the calculation and payment of the performance fee.

In case of subscription, the performance fee calculation is adjusted to avoid that a subscription affects the amount of performance fee accruals. To perform this adjustment, the performance of the Net Asset Value per Class CHF P Share, Class EUR P Share or Class USD P Share against the Reference Net Asset Value (adjusted by the hurdle rate) until the Subscription Day is not taken into account in the performance fee calculation. This adjustment amount is equal to the product of the number of Class CHF P Share, Class EUR P Shares or Class USD P Shares subscribed by the positive difference between the subscription price and the Reference Net Asset Value (adjusted by the hurdle rate) at the Subscription Day. This cumulated adjustment amount is used in the performance fee calculation until the end of the relevant calculation period and is adjusted in case of subsequent redemptions during such calculation period.

The calculation period corresponds to each financial year.

The performance fee is payable within 20 Business Days following the closing of the annual accounts.

The formula for the calculation of the performance fee applicable to Class CHF P Share, Class EUR P Shares and Class USD P Shares is as follows:

If ((B / E – 1) – X) ≤ 0	then	F = 0
If ((B / E – 1) – X) > 0	then	F = ((B / E – 1) – X) * E * C * A
New Reference Net Asset Value	=	Max (E ; D) at the end of the calculation period
A	=	Number of Shares outstanding in the relevant Class
B	=	Net Asset Value per Share of the relevant Class before performance fee
C	=	Performance fee rate (10%)
D	=	Net Asset Value per Share of the relevant Class after performance fee
E	=	Reference Net Asset Value
F	=	Performance fee
X	=	Hurdle rate (2% p.a.) compounded on each Valuation Day during the calculation period

Disbursements

In addition, the Investment Manager may be reimbursed for properly incurred and approved out-of-pocket expenses incurred on behalf of the Capland Alternatives Segregated Portfolio.

Fees and Expenses of the Investment Advisor

Advisory Fee

The Investment Advisor is entitled to receive from the Investment Manager an advisory fee equal to 0.50% p.a. of the Net Asset Value of each Class of Shares attributable to the Capland Alternatives Segregated Portfolio.

The advisory fee accrues on each Valuation Day based on the Net Asset Value of each Class of Shares attributable the Capland Alternatives Segregated Portfolio as of such Valuation Day and is payable quarterly in arrears out of the management fee.

Disbursements

In addition, the Investment Advisor may be reimbursed for properly incurred and approved out-of-pocket expenses incurred on behalf of the Capland Alternatives Segregated Portfolio.

Fees and Expenses of the Custodian and the Administrator

Custody and Administration Fees

The Custodian (and its correspondents) and the Administrator are entitled to receive fees for their services at customary rates as agreed from time to time between the Custodian (or the relevant correspondent) and the Administrator respectively and the Fund, in accordance with current market practice.

The custody and administration fees accrue on each Valuation Day based on the Net Asset Value of the Capland Alternatives Segregated Portfolio as of such Valuation Day and are payable quarterly in arrears out of the assets attributable to the Capland Alternatives Segregated Portfolio.

Disbursements

In addition, the Custodian and the Administrator may be reimbursed for properly incurred and approved out-of-pocket expenses incurred on behalf of the Fund or on behalf of the Capland Alternatives Segregated Portfolio.

Directors' Fees

The Directors will receive such remuneration for the performance of their duties as they shall determine. The Directors may also receive reimbursement for insurance, travel and other out-of-pocket expenses relating to attendance at meetings and other matters, including, but not limited to, any expenses relating to the performance of due diligence for the benefit of the Fund.

Audit Fees

The Fund will bear all fees charged by the Auditors in relation to the audit of the Fund and the Segregated Portfolios and such fees will be paid out of the assets attributable to the relevant Segregated Portfolios.

Operating and Other Expenses

The Fund will bear its own expenses, including, but not limited to, organisational expenses; other investment expenses (e.g., expenses that the Directors reasonably determines to be related to the investment of the Fund's assets attributable to each Class, each Segregated Portfolio or to the Fund as a whole, such as brokerage commissions, clearing and settlement charges, sub-custodial fees, bank service fees and interest expenses); investment-related travel expenses; legal and compliance expenses (including, without limitation, the fees and expenses of attorneys and compliance professionals retained by the Fund); professional fees (including, without limitation, expenses of consultants and experts) relating to investments; accounting expenses (including the cost of accounting software packages); auditing and tax preparation expenses; costs of printing and mailing reports and notices; taxes; corporate licensing; regulatory expenses (including filing fees); insurance expenses, organisational expenses; expenses incurred in connection with the offering, marketing and sale of the Shares and other similar expenses related to the Fund; and extraordinary expenses.

Allocation of Fees and Expenses

Unless otherwise provided in this Private Placement Memorandum or in the Memorandum and Articles of Association, fees and expenses will be allocated to the Segregated Portfolio or Segregated Portfolios or, if applicable, to the Class or Classes, to which they relate. If these expenses cannot be allocated to any Segregated Portfolio or Class in particular, they will be allocated to each Segregated Portfolio or Class in proportion to the Net Asset Value of each Segregated Portfolio or Class or in such other manner as the Directors consider being fair and reasonable in the circumstances.

FINANCIAL YEAR, SHAREHOLDER REPORTS, CONSTITUTIONAL DOCUMENTS AND INFORMATION

The financial year will end on 31 December of each year.

Generally, for each financial year, the Fund will provide investors an audited financial report for the relevant Segregated Portfolio no later than six months after the end of the financial year. These reports will be also available from the Administrator. The Fund's financial statements are prepared in accordance with GAAP.

The current Net Asset Value and other information concerning the Fund are available to Shareholders free of charge from the Administrator.

Copies of the Memorandum and Articles of the Fund are available upon request from the Administrator and, upon reasonable notice, may be inspected at the offices of the Administrator.

TAX CONSIDERATIONS

An investment in the Fund will have different tax consequences for different investors. The tax considerations below are for the purpose of providing general assistance only. They are not intended to be a substitute for the advice of an investor's own tax and legal advisers, and should not be interpreted as legal or tax advice. Potential investors should consult their own advisers regarding the tax treatment of an investment in the Fund applied by the jurisdiction in which they are citizens, domiciled, or reside. No warranty is given or implied regarding the applicability or interpretation of the tax laws in any jurisdiction.

Cayman Islands

Taxation of the Fund

Under current Cayman Islands law, as of the date of this Private Placement Memorandum, no tax will be charged in the Cayman Islands on profits or gains of the Fund. No stamp duty is levied in the Cayman Islands on the transfer or redemption of Shares in the Fund.

The Fund has received an undertaking that, in accordance with section 6 of the Tax Concessions Act (As Revised), for a period of 20 years from the date of the undertaking (being 22 January 2013) no laws of the Cayman Islands imposing any tax on profits, income, gains or appreciation will apply to the Fund and that no tax in the nature of estate duty or inheritance tax will be payable on the Shares, debentures or other obligations of the Fund.

An annual registration fee will be payable by the Fund in the Cayman Islands which will be calculated by reference to the nominal amount of its authorised share capital; at current rates the fee will be approximately US$3,293 per annum and an additional US$ 366 payable per annum in respect of each Segregated Portfolio (up to a maximum fee equal to that payable in respect of 5 Segregated Portfolios). In addition, a mutual fund fee, currently approximately US$ 4,270, is payable by the Fund on an annual basis, and an additional fee of US$305 payable upon registration and per annum in respect of each Segregated Portfolio (up to a maximum fee equal to that payable in respect of 25 Segregated Portfolios).

Cayman Islands – Automatic Exchange of Financial Account Information

The Cayman Islands has signed an inter-governmental agreement to improve international tax compliance and the exchange of information with the United States (the "**US IGA**"). The Cayman Islands has also signed, along with over 100 other countries, a multilateral competent authority agreement to implement the OECD Standard for Automatic Exchange of Financial Account Information – Common Reporting Standard ("**CRS**" and together with the US IGA, "**AEOI**").

Cayman Islands regulations have been issued to give effect to the US IGA and CRS (collectively, the "**AEOI Regulations**"). Pursuant to the AEOI Regulations, the Cayman Islands Tax Information Authority (the "**TIA**") has published guidance notes on the application of the US IGA and CRS.

All Cayman Islands "Financial Institutions" are required to comply with the registration, due diligence and reporting requirements of the AEOI Regulations, unless they are able to rely on an exemption that allows them to become a "Non-Reporting Financial Institution" (as defined in the relevant AEOI Regulations) with respect to one or more of the AEOI regimes, in which case only the registration requirement would apply under CRS. The Fund does not propose to rely on any Non-Reporting Financial Institution exemption and therefore intends to comply with all of the requirements of the AEOI Regulations.

The AEOI Regulations require the Fund to, amongst other things (i) register with the Internal Revenue Service ("**IRS**") to obtain a Global Intermediary Identification Number (in the context of the US IGA only), (ii) register with the TIA, and thereby notify the TIA of its status as a "Reporting Financial Institution", (iii) adopt and implement written policies and procedures setting out how it will address its obligations under CRS, (iv) conduct due diligence on its accounts to identify whether any such accounts are considered "Reportable Accounts", (v) report information on such Reportable Accounts to the TIA, and (vi) file a CRS Compliance Form with the TIA. The TIA will transmit the information reported to it to the overseas fiscal authority relevant to a reportable account (e.g. the IRS in the case of a US Reportable Account) annually on an automatic basis.

By investing in the Fund and/or continuing to invest in the Fund, investors shall be deemed to acknowledge that further information may need to be provided to the Fund, the Fund's compliance with the AEOI Regulations may result in the disclosure of investor information, and investor information may be exchanged with overseas fiscal authorities. Where an investor fails to provide any requested information (regardless of the consequences), the Fund may be obliged, and/or reserves the right, to take any action and/or pursue all remedies at its disposal including, without limitation, compulsory redemption of the investor concerned and/or closure of the investor's account. In accordance with TIA issued guidance, the Fund is required to close an investor's account if a self-certification is not obtained within 90 days of account opening.

European Union

Directive 2003/48/EC on the taxation of savings income (the "**EUSD**"), which originally came into effect on 1 July 2005, provided a mechanism whereby EU Member States automatically exchanged information about, or withheld tax on, interest earned in one EU Member State by a resident of another EU Member State.

On 10 November 2015, the European Council repealed Directive 2003/48/EC on the taxation of savings income (the "EUSD"). As from 1 January 2016, the measures of cooperation provided by the EUSD have been replaced by the implementation of Directive 2014/107/EU on administrative cooperation in the field of direct taxation (the "**ACD**"), which provides for automatic exchange of financial account information between EU Member States.

The ACD brings interest, dividends, gross proceeds from the sale of financial assets and other income, and account balances within the scope of the automatic exchange of information between EU Member States. It also provides for the implementation of a common reporting standard on the automatic exchange of information developed by the OECD.

On 18 December 2015, the Luxembourg Parliament adopted the law implementing the ACD and introducing the CRS, which came into effect on 1 January 2016 (the "**ACD Law**"). Under the ACD Law, Luxembourg reporting financial institutions must identify accounts held by investors or clients residing in any of the countries participating to the CRS initiative ("**Reportable Accounts**") and report personal and financial information related to these Reportable Accounts to the Luxembourg tax authorities as of 30 June 2017 (for the first taxable period of 2016). The Luxembourg tax authorities will subsequently report this information to the competent foreign authorities.

Although the legal scope of the ACD does not extend outside the European Union, certain non-EU jurisdictions have (or in the future may) put in place legislation that supports the aims of the ACD, along with bilateral agreements with all EU Member States.

Shareholders should therefore consult their own financial or tax advisers on the implications of the ACD and of any relevant legislation put in place in their own tax residence in relation thereto.

United States of America

The US will not be participating in the CRS, and will instead rely on its network of Intergovernmental Agreements ("**IGAs**") under the Foreign Account Tax Compliance Act ("**FATCA**") to exchange information for tax purposes with other jurisdictions.

The provisions of FATCA were enacted on 18 March 2010 as part of the Hiring Incentive to Restore Employment Act. It includes provisions under which the Fund, as a foreign financial institution ("FFI"), may be required to report to the IRS certain information about Shares held by US Persons for the purposes of FATCA ("**Specified US Persons**") or other foreign entities subject to FATCA, and to collect additional identification information for this purpose. FFIs that do not enter into an agreement with the IRS and comply with FATCA could be subject to 30% withholding tax on any payment of US source income as well as on the gross proceeds deriving from the sale of securities generating US income made to the Fund.

The Fund must comply with the provisions of FATCA under the terms of the Foreign Account Tax Compliance Act Model 1 IGA that has been signed between the Cayman Islands and the United States of America and under the terms of Cayman legislation implementing the IGA rather than under the US Treasury Regulations implementing FATCA.

In order to comply with its FATCA obligations, the Fund is required to obtain certain information from its investors so as to ascertain their US tax status. If the investor is a Specified US Person, US owned non-US entity, non-participating FFI or does not provide the requisite documentation, the Fund will need to report information on these investors to the TIA, in accordance with applicable laws and regulations, which will in turn report this to the IRS. Provided that the Fund acts in accordance with these provisions, it will not be subject to withholding tax under FATCA.

Investors should note that it is the existing policy of the Fund that Shares are not being offered or sold for the account of Specified US Persons and that subsequent transfers of Shares to such Specified US Persons are prohibited. If Shares are beneficially owned by any such Specified US Person, the Directors may compulsorily redeem such Shares. Investors should moreover note that under FATCA, the definition of "Specified US Persons" includes a wider range of investors than the current US Person definition of this Private Placement Memorandum.

The Fund's ability to satisfy its obligations under the IGA will depend on each investor providing the Fund with information, including information concerning the direct or indirect owners of such investor, that the Fund determines is necessary to satisfy such obligations. By completing and returning their Subscription Agreement, each investor agrees to provide such information upon request from the Fund. If any investor fails to provide the Fund with the information required for its FATCA compliance, payments to that investor may also be subject to withholding. The Fund may create a separate Class of Shares, or exercise its right to completely redeem a Shareholder (at any time upon any or no notice) that fails to provide the Fund with the information the Fund requests to satisfy the Fund's obligations under the FATCA.

Investors are encouraged to consult with their own tax advisers regarding the possible implications of FATCA on their investment in the Fund.

Other jurisdictions

It is possible that certain dividends, interest and other income received by the Fund from sources within certain countries will be subject to withholding taxes imposed by such countries. In addition, the Fund may also be subject to capital gains taxes or other taxes in some of the countries where it purchases and sells securities or otherwise conducts business. It is impossible to predict the rate of tax that the Fund will pay in advance since the amount of the Fund's assets to be invested in various countries is not known.

IT IS POSSIBLE THAT THE CURRENT TAX TREATMENT ACCORDED THE FUND IN THE CAYMAN ISLANDS OR OTHER JURISDICTIONS WILL BE MODIFIED BY LEGISLATIVE, ADMINISTRATIVE OR JUDICIAL ACTION IN THE FUTURE. SUCH LEGISLATION COULD SIGNIFICANTLY ALTER THE TAX CONSEQUENCES OF AN INVESTMENT IN THE FUND. PROSPECTIVE INVESTORS SHOULD SEEK, AND MUST RELY ON, THE ADVICE OF THEIR OWN TAX ADVISERS WITH RESPECT TO THE POSSIBLE IMPACT ON THEIR INVESTMENT OF ANY FUTURE TAX LEGISLATION OR ADMINISTRATIVE OR JUDICIAL ACTION AS TAX CONSEQUENCES MAY VARY DEPENDING UPON THE PARTICULAR STATUS OF A SHAREHOLDER.

THE TAX AND OTHER MATTERS DESCRIBED IN THIS PRIVATE PLACEMENT MEMORANDUM DO NOT CONSTITUTE, AND SHOULD NOT BE CONSIDERED AS, LEGAL OR TAX ADVICE TO PROSPECTIVE INVESTORS.

THE FOREGOING STATEMENTS ARE NOT INTENDED AS A SUBSTITUTE FOR CAREFUL TAX PLANNING, PARTICULARLY SINCE CERTAIN OF THE TAX CONSEQUENCES OF AN INVESTMENT IN THE FUND MAY NOT BE THE SAME FOR ALL INVESTORS. PROSPECTIVE INVESTORS IN THE FUND ARE URGED TO CONSULT THEIR OWN TAX ADVISERS WITH SPECIFIC REFERENCE TO THEIR OWN TAX SITUATION BEFORE SUBSCRIBING FOR SHARES.

ANTI-MONEY LAUNDERING AND COUNTERING OF TERRORIST AND PROLIFERATION FINANCING

Cayman Islands Requirements

In order to comply with legislation or regulations aimed at the prevention of money laundering and the countering of terrorist and proliferation financing the Fund 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 Fund may also rely upon a suitable person for the maintenance of these procedures (including the acquisition of due diligence information) or otherwise delegate the maintenance of such procedures to a suitable person.

The Fund, or the Administrator (or any other person upon whom the Fund is relying for or to whom the Fund has delegated the maintenance of such procedures (a "**Relevant AML Person**")) on the Fund's behalf, reserve the right to request such information as is necessary to verify the identity of a Shareholder (i.e. a subscriber or a transferee) and the identity of their beneficial owners/controllers (where applicable) and their source of subscription funds. Where the circumstances permit, the Fund, or the Administrator and/or any Relevant AML Person on the Fund's behalf, may be satisfied that full due diligence is not required upon subscription where a relevant exemption applies under applicable law. However, detailed verification information may be required prior to the payment of any proceeds in respect of, or any transfer of, Shares in the Fund.

In the event of delay or failure on the part of the subscriber or the transferee, as applicable, in producing any information required for verification purposes, the Fund, or the Administrator and/or any Relevant AML Person on the Fund's behalf, may refuse to accept the application, or if the application has already occurred, may suspend or redeem the Shares, in which case any funds received will, to the fullest extent permitted by applicable law, be returned without interest to the account from which they were originally debited.

The Fund, or the Administrator and/or any Relevant AML Person on the Fund's behalf, also reserve the right to refuse to make any redemption or dividend payment to a Shareholder if the Directors or the Administrator or the Relevant AML Person 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 Fund or the Administrator or the Relevant AML Person with any applicable laws or regulations.

The Cayman Islands Monetary Authority has a discretionary power to impose substantial administrative fines upon the Fund in connection with any breaches by the Fund of prescribed provisions of the Anti-Money Laundering Regulations (As Revised) of the Cayman Islands, as amended and revised from time to time, and upon any director or officer of the Fund who either consented to or connived in the breach, or to whose neglect the breach is proved to be attributable. To the extent any such administrative fine is payable by the Fund, the Fund will bear the costs of such fine and any associated proceedings.

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 Act (As Revised) 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 Act (As Revised) 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.

Investors may obtain details (including contact details) of the current AML Compliance Officer, Money Laundering Reporting Officer and Deputy Money Laundering Reporting Officer of the Fund by contacting the Administrator at the address given in the Directory.

Sanctions

The Fund 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 Fund 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) and/or Cayman Islands legislation, (ii) operationally based or domiciled in a country or territory in relation to which sanctions imposed by the United Nations, OFAC, the EU, the UK and/or the Cayman Islands apply, or (iii) otherwise subject to sanctions imposed by the United Nations, OFAC, the EU, the UK (including as the latter are extended to the Cayman Islands by Statutory Instrument) or the Cayman Islands (collectively, a "**Sanctions Subject**").

Where the subscriber or a Related Person is or becomes a Sanctions Subject, the Fund 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 Fund 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 Fund, 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 Fund subsequently become subject to applicable sanctions, the Fund 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.

Luxembourg Requirements

Pursuant to international rules and Luxembourg laws and regulations, including the Luxembourg law of 12 November 2004 on the fight against money laundering and financing of terrorism, as amended, and circulars of the *Commission de Surveillance du Secteur Financier* in Luxembourg, obligations have been imposed on professionals of the financial sector in Luxembourg, such as the Administrator, to prevent the use of undertakings for collective investment for money laundering and financing of terrorism purposes.

The Administrator will ensure that the relevant Luxembourg legislation is at any time complied with and that the identification of subscribers, their beneficial owners, the verification of their identity on the basis of documents, data or other information, and the determination of the origin of funds will take place in Luxembourg in accordance with applicable laws and regulations.

In cases where, according to Luxembourg applicable laws and regulations, simplified or reduced due diligence or reliance on third parties is allowed, the Administrator will gather sufficient information to determine whether subscribers satisfy all conditions required to apply simplified or reduced due diligence measures, which means that it must have access to a reasonable amount of information relating to the requirements described in the applicable Luxembourg laws and regulations, and must monitor the business relationship at all times so as to ensure that the conditions for the application of simplified or reduced due diligence (and reliance on third parties) continue to be met.

In case of delay or failure by an applicant to provide the documents required, the application for subscription, redemption or other fund-related transaction may be delayed or rejected.

Shareholders may be requested to provide additional or updated documents, data or information from time to time in accordance with ongoing client due diligence requirements under applicable laws and regulations.

Additional information on anti-money laundering practices and recommendations in Luxembourg may be found on the website of the Association of the Luxembourg Fund Industry at www.alfi.lu (Practices and Recommendations Aimed at Reducing the Risk of Money Laundering and Terrorist Financing in the Luxembourg Fund Industry, July 2013).

Any information provided in this context is collected for anti-money laundering and counter financing of terrorism compliance purposes only.

PROSPECTIVE INVESTORS ARE REQUESTED TO CONTACT THE ADMINISTRATOR BEFORE SUBSCRIBING TO THE SHARES OF A SEGREGATED PORTFOLIO IN ORDER TO OBTAIN THE CLIENT VERIFICATION REQUIREMENTS.

CAYMAN ISLANDS MUTUAL FUNDS ACT

The Fund falls within the definition of a "mutual fund" under the Mutual Funds Act and accordingly is regulated by the Cayman Islands Monetary Authority. However, the Fund is not required to be licensed or to employ a licensed mutual fund administrator since the minimum interest purchasable by a prospective Shareholder in the Fund exceeds CI$ 80,000 (approximately US$ 100,000) or its equivalent in any other currency.

To effect the required registration, the Fund is required to provide to the Cayman Islands Monetary Authority a summary of the terms of the offering of the Shares of each Class and to provide details of the various agents of the Fund along with a copy of this Private Placement Memorandum. The registration of the Fund with the Cayman Islands Monetary Authority does not imply that the Cayman Islands Monetary Authority or any other regulatory authority in the Cayman Islands, has passed upon or approved this Private Placement Memorandum or the offering of the Shares hereunder. The Fund is also required to file with the Cayman Islands Monetary Authority audited financial statements annually within six months of each financial year-end, pay to the Cayman Islands Monetary Authority a prescribed annual fee and file an annual return that contains certain prescribed details in relation to this Private Placement Memorandum and its audited financial statements. The Cayman Islands Monetary Authority may at any time instruct the Fund to have its accounts audited and to submit them to the Cayman Islands Monetary Authority within such time as the Cayman Islands Monetary Authority specifies. In addition, the Cayman Islands Monetary Authority may ask the Directors of the Fund to give the Cayman Islands Monetary Authority such information or such explanation in respect of the Fund, as the case may be, as it may reasonably require to carry out its duties under the Mutual Funds Act.

The Cayman Islands Monetary Authority may, 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 Fund for the purpose of satisfying itself that the provisions of the Mutual Funds Act and applicable anti-money laundering regulations are being complied with.

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

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

CAYMAN ISLANDS BENEFICIAL OWNERSHIP REGIME

The Fund is regulated as a mutual fund under the Mutual Funds Act and, accordingly, does not fall within the scope of the primary obligations under Part XVIIA of the Companies Act (the "**Beneficial Ownership Regime**"). The Fund is therefore not required to maintain a beneficial ownership register. The Fund 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 Fund; (ii) any person who is a member of the Fund and who has the right to appoint and remove a majority of the board of directors of the Fund; and (iii) any person who has the right to exercise, or actually exercises, dominant direct influence or control over the Fund.

DISCLOSURE OF INFORMATION, COMMUNICATIONS

Data Protection

The Fund may collect information from prospective investors from time to time in order to develop and process the business relationship between the prospective investors and the Fund, and for other related activities. If a prospective investor fails to provide such information in a form which is satisfactory to the Fund, the Fund may restrict or prevent the ownership of Shares in the Fund by such investor and the Fund and its agents and service providers will be held harmless and indemnified against any loss arising as a result of the restriction or prevention of the ownership of Shares.

By completing and returning a Subscription Agreement, prospective investors consent to the use of personal data by the Fund. The Fund may disclose personal data to its agents, service providers or if required to do so by force of law or regulatory authority. Shareholders will upon written request be given access to personal data provided to the Fund. Shareholders may request in writing the rectification of, and the Fund will upon written request rectify, personal data. All personal data will not be held by the Fund for longer than necessary with regard to the purpose of the data processing.

The Fund may use personal data to regularly inform Shareholders about other products and services that the Fund believes may be of interest to Shareholders, unless the Shareholder indicates to the Fund in writing that such Shareholder does not wish to receive such information.

The Fund has certain duties under the Data Protection Act (As Revised) of the Cayman Islands (the "**DPA**") based on internationally accepted principles of data privacy.

The Fund has prepared a document outlining the Fund's data protection obligations and the data protection rights of investors (and individuals connected with investors) under the DPA (the **"Fund Privacy Notice"**). The Fund Privacy Notice is attached to this Private Placement Memorandum together with the Subscription Agreement and is available to existing investors from the Investment Manager.

Prospective investors should note that, by virtue of making investments in the Fund and the associated interactions with the Fund and its affiliates and/or delegates (including completing the Subscription Agreement, and including the recording of electronic communications or phone calls where applicable), or by virtue of providing the Fund with personal information on individuals connected with the investor (for example directors, trustees, employees, representatives, shareholders, investors, clients, beneficial owners or agents) such individuals will be providing the Fund and its affiliates and/or delegates (including, without limitation, the Administrator) with certain personal information which constitutes personal data within the meaning of the DPA. The Fund shall act as a data controller in respect of this personal data and its affiliates and/or delegates, such as the Administrator, the Investment Manager and others, may act as data processors (or data controllers in their own right in some circumstances).

By the completing and returning their Subscription Agreement, each subscriber, amongst other things: (i) represents and warrants to the Fund that all personal data provided to the Fund or its delegates (including, without limitation, the Administrator) by or on behalf of the subscriber has been and will be provided in accordance with applicable laws and regulations, including, without limitation, those relating to privacy or the use of personal data, Each Subscriber shall ensure that any personal data that the subscriber provides to the Fund or its delegates (including, without limitation, the Administrator) is accurate and up to date, and the subscriber shall promptly notify the Fund if the subscriber becomes aware that any such data is no longer accurate or up to date; (ii) acknowledges that the Fund and/or its delegates may transfer and/or process personal data provided by the subscriber outside of the Cayman Islands and the subscriber hereby consents to such transfer and/or processing and further represents that it is duly authorised to provide this consent on behalf of any individual whose personal data is provided by the subscriber; and (iii) acknowledges receipt of the Fund Privacy Notice. Each subscriber shall promptly provide the Fund Privacy Notice to (a) each individual whose personal data the subscriber has provided or will provide to the Fund or any of its delegates in connection with the subscriber's investment in the Fund (such as a directors, trustees, employees, representatives, shareholders, investors, clients, beneficial owners or agents) and (b) any other individual connected to the subscriber as may be requested by the Fund or any of its delegates. Each subscriber shall also promptly provide to any such individual, on request by Fund or any of its delegates, any updated versions of the Fund Privacy Notice and the privacy notice (or other data protection disclosures) of any third party to which the Fund or any of its delegates has directly or indirectly provided that individual's personal data.

Oversight of the DPA is the responsibility of the Ombudsman's office of the Cayman Islands. Breach of the DPA by the Fund could lead to enforcement action by the Ombudsman, including the imposition of remediation orders, monetary penalties or referral for criminal prosecution.

Changes of Terms

The Directors may decide to change the terms of this Private Placement Memorandum from time to time, and this shall not require the consent of the Shareholders, provided that in the case that any such changes are materially prejudicial to Shareholders, then such Shareholders will be required to consent to such changes or offered the opportunity to redeem their Shares before any such changes take effect.

Enquiries and Communications with the Fund

All communications and correspondence with the Fund and inquiries concerning the Fund and the Shares, including information concerning subscription and redemption procedures and current Net Asset Value, should be directed to the Administrator at the address set forth in the “Directory” appearing elsewhere in this Private Placement Memorandum or by telephone at +352 46 7171 7666.

Governing Law

This Private Placement Memorandum and all other documents annexed or ancillary to this Private Placement Memorandum, and all applications, subscriptions and issues of Shares hereunder will be governed by and construed in accordance with the laws of the Cayman Islands, and the courts in the Cayman Islands will have the sole and exclusive jurisdiction for determining any disputes in relation to these documents.

ADDENDUM

US PERSON DEFINITION

The definition of a "US Person" under Regulation S of the US Securities Act of 1933, as amended (the "1933 Act") is set forth below.

(1) "US Person" means:

- (a) any natural person resident in the United States;
- (b) any partnership or corporation organised or incorporated under the laws of the United States;
- (c) any estate of which any executor or administrator is a US Person;
- (d) any trust of which any trustee is a US Person;
- (e) any agency or branch of a foreign entity located in the United States;
- (f) any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a US Person;
- (g) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organised, incorporated, or (if an individual) resident in the United States; or
- (h) any partnership or corporation if:
  - (i) organised or incorporated under the laws of any foreign jurisdiction; and
  - (ii) formed by a US Person principally for the purpose of investing in securities not registered under the 1933 Act, unless it is organised or incorporated, and owned, by accredited investors (as defined in Rule 501(a) under the 1933 Act) who are not natural persons, estates or trusts.

(2) Notwithstanding (1) above, any discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-US Person by a dealer or other professional fiduciary organised, incorporated, or (if an individual) resident in the United States shall not be deemed a "US Person."

(3) Notwithstanding (1) above, any estate of which any professional fiduciary acting as executor or administrator is a US Person shall not be deemed a US Person if:

- (a) an executor or administrator of the estate who is not a US Person has sole or shared investment discretion with respect to the assets of the estate; and
- (b) the estate is governed by foreign law.

(4) Notwithstanding (1) above, any trust of which any professional fiduciary acting as trustee is a US Person shall not be deemed a US Person if a trustee who is not a US Person has sole or shared investment discretion with respect to the trust assets, and no beneficiary of the trust (and no settlor if the trust is revocable) is a US Person.

(5) Notwithstanding (1) above, an employee benefit plan established and administered in accordance with the law of a country other than the United States and customary practices and documentation of such country shall not be deemed a US Person.

(6) Notwithstanding (1) above, any agency or branch or a US Person located outside the United States shall not be deemed a "US Person" if:

- (a) the agency or branch operates for valid business reasons; and
- (b) the agency or branch is engaged in the business of insurance or banking and is subject to substantive insurance or banking regulation, respectively, in the jurisdiction where located.

(7) The International Monetary Fund, the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, the African Development Bank, the United Nations, and their agencies, affiliates and pension plans, and any other similar international organisations, their agencies, affiliates and pension plans shall not be deemed "US Persons".