The managers of Valiant Funds GP S.à r.l. (the "General Partner"), the general partner of Valiant Funds SCA SICAV-RAIF (the "Company") and Valiant Master Funds SCA SICAV RAIF (the "Master Company"), whose names appear on page 6 of this document (the "Board of Managers"), are the persons responsible for all the information contained in this information memorandum (the "Information Memorandum"). To the best of the knowledge and belief of the Board of Managers (who has taken all reasonable care to ensure that such is the case) the information contained in this Information Memorandum is in accordance with the facts and does not omit anything likely to affect the import of such information. The Board of Managers accepts responsibility accordingly.

INFORMATION MEMORANDUM

Shares in

VALIANT-ARBION EUROPEAN SPECIAL SITUATIONS FUND,

a compartment of

VALIANT FUNDS SCA SICAV-RAIF

(A société d'investissement à capital variable – fonds d'investissement alternatif réservé sous forme d'une société en commandite par actions)

July 2024

THIS INFORMATION MEMORANDUM HAS BEEN FURNISHED ON A CONFIDENTIAL BASIS SOLELY FOR THE INFORMATION OF THE PERSON TO WHOM IT HAS BEEN DELIVERED. ANY DISTRIBUTION OR REPRODUCTION OF ALL OR ANY PART OF THIS INFORMATION MEMORANDUM OR DIVULGING ITS CONTENTS, OTHER THAN AS SPECIFICALLY SET FORTH HEREIN, IS UNAUTHORISED. THE INFORMATION IN THIS INFORMATION MEMORANDUM MAY BE CHANGED AND/OR SUPPLEMENTED. THIS INFORMATION MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL, OR A SOLICITATION OF AN OFFER TO BUY, SHARES IN ANY JURISDICTION TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH OFFER OR SOLICITATION IN SUCH JURISDICTION.

THE COMPANY AND THE MASTER COMPANY ARE NOT UNDER THE DIRECT SUPERVISION OF THE COMMISSION DE SURVEILLANCE DU SECTEUR FINANCIER OR OF ANY OTHER LUXEMBOURG SUPERVISORY AUTHORITY. SUBSCRIPTIONS ARE RESERVED TO WELL-INFORMED INVESTORS. MARKETING UNDER THE PASSPORT REGIME PURSUANT TO ARTICLE 33 OF THE 2013 LAW WILL BE RESERVED TO PROFESSIONAL INVESTORS.

IMPORTANT INFORMATION

Capitalised terms not otherwise defined herein shall have the meaning given to them under "*Definitions*" below.

Each of the Master Company and the Company is an investment company with variable capital – reserved alternative investment fund (*société d'investissement à capital variable – fonds d'investissement alternative réservé, SICAV-RAIF*) governed under the 2016 Law, the 1915 Law, the Articles and this Information Memorandum.

The Company has adopted the form of a corporate partnership limited by shares (*société en commandite par actions*) and was established on 24 January 2024 and the Articles were published in RESA on 14 February 2024. The Company is registered with the RCSL under number B283706. The Master Company has also adopted the form of a corporate partnership limited by shares (*société en commandite par actions*) and was established on 2 February 2024 and the Master Company Articles have been published in RESA on 14 February 2024. The Master Company is registered with the RCSL under number B283700.

Valiant-Arbion European Special Situations Master Fund (the "**Master Fund**") is a compartment of the Master Company. Valiant-Arbion European Special Situations Fund (the "**Fund**") is a compartment of the Company.

The General Partner, a Luxembourg private limited liability company (*société à responsabilité limitée*), acts as managing general partner (*associé commandité gérant*) of the Company and the Master Company.

As a reserved alternative investment fund, each of the Company and the Master Company also qualifies as an alternative investment fund within the meaning of the AIFMD Rules. In accordance with the provisions of the AIFMD Rules, each of the Company and the Master Company has appointed MC Square S.A. to act as its external authorised alternative investment fund manager (*gestionnaire de fonds d'investissement alternatifs – Alternative Investment Fund Manager*) (the "**AIFM**"). The AIFM qualifies as an external authorised Alternative Investment Fund Manager in accordance with the AIFMD Rules. The AIFM has delegated its portfolio management function in relation to the Company and the Master Company to Eschler Asset Management LLP (the "**Investment Manager**") pursuant to an investment management agreement as described under "*Management; Investment Management Agreement*". Pursuant to a secondment agreement as described under "*Secondment Agreement*", Valiant Asset Management Ltd (the "**Appointed Representative**") has agreed to provide the Investment Manager with services and personnel to assist with the provision of portfolio management services by the Investment Manager. These include the secondment by Valiant Asset Management to the Investment Manager of Sandro Patti to act as the chief investment officer in respect of the Master Fund and the Fund. In addition, Valiant Asset Management has been appointed as an appointed representative of the Investment Manager in order to provide marketing services in the UK in respect of the Master Fund and the Fund. The Company, acting on behalf of the Master Fund and the Fund, has appointed Arbion Limited as a strategic advisor to provide advice in relation to the structuring, operation and capital raising activities of the Master Fund and the Fund (the "**Strategic Advisor**").

This Information Memorandum is issued by the Board of Managers and is being distributed to selected Well-Informed Investors on a confidential basis for their consideration in connection with the private offering of Shares and should not be disclosed to or used or relied upon by any other person. The distribution of this Information Memorandum and the offering of Shares is restricted. Persons into whose possession this Information Memorandum comes are required to inform themselves about and to observe any such restrictions. This Information Memorandum does not constitute an offer or solicitation and may not be used for the purposes of any such offer or solicitation, in any jurisdiction in which such an offer or solicitation is not authorised or to any person to whom it is unlawful to make such an offer or solicitation.

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 Master Fund through the Fund. No assurance can be given that existing laws will not be changed or interpreted adversely. Prospective investors are not to construe this Information Memorandum as legal or tax advice. Each prospective investor should consult his/her own counsel and accountant for advice concerning the various legal, tax and economic considerations relating to his/her investment. Each prospective investor is responsible for the fees of his/her own counsel, accountants and other advisors.

This Information Memorandum and other information regarding the Company, the Master Company, the Fund and/or the Master Fund provided to prospective investors is confidential and should not be shared except insofar as (i) such information is in the public domain, (ii) the recipient is bound to disclose such information by compulsion of law or at the request of regulatory or tax agencies, or (iii) the recipient wishes to disclose such

information to its professional advisors (including lawyers, accountants or financial advisers) or its connected persons, with the understanding that such person will likewise keep such information confidential.

Certain information contained in this Information Memorandum is based on information which has been obtained by the Board of Managers from and prepared by third party sources. Such third-party information has not been verified independently and, to the extent permitted by law or regulatory requirements, none of the Company, the Master Company, the General Partner, the AIFM, the Investment Manager, Valiant Asset Management, the Strategic Advisor nor any of their Affiliates assumes any responsibility for, or provides any representation or (express or implied) warranty with respect to, the fairness, accuracy, completeness or correctness of such information.

All statements of opinion and/or belief contained in this Information Memorandum and all targets, forecasts or statements relating to expectations regarding future events or the possible future performance of the Fund or the Master Fund represent the General Partner's own assessment and interpretation of information available to it as at the date of this Information Memorandum and have not been independently verified. No representation is made or assurance given that such targets, forecasts or statements are correct or that the objectives of the Fund and/or the Master Fund will be achieved. Past performance information contained in this Information Memorandum or in any other written or oral material which has been provided to prospective investors is not an indication of future performance. Prospective investors must determine for themselves what reliance (if any) they should place on such targets, forecasts or statements and no responsibility in respect thereof is accepted by the Company, the Master Company, the General Partner, the AIFM, the Investment Manager, Valiant Asset Management or the Strategic Advisor.

Certain information contained in this Information Memorandum constitute "forward-looking statements" which can be identified by the use of forward-looking terminology such as "may", "will", "should", "expect", "anticipate", "target", "project", "estimate", "intend" "continue" or "believe" or the negatives thereof or other variations thereon or comparable terminology. Due to various risks and uncertainties, including those set forth under "*Risk Factors*", actual events or results or the actual performance of the Fund and the Master Fund may differ materially from those reflected or contemplated in such forward-looking statements.

Any further distribution or reproduction of this Information Memorandum, in whole or in part, or the divulgence of any of its contents, is prohibited. A prospective investor should not subscribe for Shares unless satisfied that they and/or their investment representative have/has asked for and have/has received all information which would enable them to evaluate the merits and risks of the proposed investment. The Shares are not, and are not expected to be, liquid, except as described in this Information Memorandum.

No person other than the Company, the Master Company, the General Partner, the AIFM, the Investment Manager, Valiant Asset Management and the Strategic Advisor has been authorised to make any representations or give any information with respect to the Shares except the information contained herein, and any information or representation not contained herein or otherwise supplied by the Company, the Master Company, the General Partner, the AIFM, the Investment Manager, Valiant Asset Management and/or the Strategic Advisor must not be relied upon as having been authorised by the Company, the Master Company, the General Partner, the AIFM, the Investment Manager, Valiant Asset Management or the Strategic Advisor. Neither the delivery of this Information Memorandum nor the issue or allotment of Shares shall, under any circumstances, create any implication that there has been no change in the affairs of the Company, the Master Company, the Fund and/or the Master Fund since the date of this Information Memorandum.

Notice to Persons in the European Economic Area

Each of the Company and the Master Company is an Alternative Investment Fund for the purposes of the AIFMD. The AIFM is authorised and regulated by the CSSF as the Alternative Investment Fund Manager for the purposes of AIFMD.

Shares may not be marketed to prospective investors or discretionary investment managers which are domiciled or have a registered office in any member state of the EEA unless AIFMD marketing rights have been exercised by the AIFM and, in such case, only to investors who qualify as Professional Investors.

The Shares may not be offered, sold or otherwise made available to any retail investor within the meaning of Regulation (EU) 1286/2014 (the "**PRIIPS Regulation**") in the territory of the EEA, including investment made in the EEA by such entities or persons from third countries. Consequently, no key information document required by the PRIIPS Regulation for offering or selling the Shares or otherwise making the Shares available to retail

investors in the EEA has been prepared; and therefore offering or selling the Shares or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPS Regulation.

Distributors that are subject to the requirements of MiFID II are required to have in place adequate arrangements to obtain all appropriate information on the products they distribute and their identified target markets. A summary of the information provided is as follows: the Shares may be appropriate for Professional Investors who wish to participate in investments predominantly in European credit markets. The Fund and the Master Fund may not be appropriate for investors outside the target market. Responsibility for compliance with any applicable MiFID II distribution requirements rests with the relevant distributor.

A list of jurisdictions in respect of which AIFMD marketing passport rights have been exercised by the AIFM in respect of the Fund and/or the Master Fund is available from the AIFM on request.

Notice to Persons in the United Kingdom

Each of the Company and the Master Company is an Alternative Investment Fund for the purposes of the Financial Services and Markets Act 2000 of the United Kingdom ("**FSMA**"). The Fund is qualified under Regulation 59 of the Alternative Investment Fund Managers Regulations 2013 of the United Kingdom. On that basis, the Shares may be marketed in the United Kingdom to persons who qualify as Professional Investors.

All prospective investors in the United Kingdom are advised that all, or most, of the rules made under FSMA for the protection of retail clients will not apply to an investment in the Master Fund through the Fund and compensation under the U.K. Financial Services Compensation Scheme will not be available.

The Shares may not be offered, sold or otherwise made available to any retail investor within the meaning of the PRIIPS Regulation, as incorporated into UK law under the European Union (Withdrawal) Act 2018 (as amended), as supplemented by the Packaged Retail and Insurance-Based Investment Products (Amendment) (EU Exit) Regulations 2019 (together, the "**UK PRIIPS Regulation**") in the UK, including investment made in the UK by such entities or persons from third countries. Consequently, no key information document required by the UK PRIIPS Regulation for offering or selling the Shares or otherwise making the Shares available to retail investors in the UK has been prepared; and therefore offering or selling the Shares or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPS Regulation.

Distributors that are subject to the requirements of MiFID II, as transposed by the rules of the UK Financial Conduct Authority, are required to have in place adequate arrangements to obtain all appropriate information on the products they distribute and their identified target markets. A summary of the information provided is as follows: the Shares may be appropriate for: professional investors who wish to participate in investments predominantly in European credit markets. The Fund and the Master Fund may not be appropriate for investors outside the target market. Responsibility for compliance with any applicable MiFID II distribution requirements rests with the relevant distributor.

Notice to Persons in the United States

The Shares have not been, nor will they be, registered under the U.S. Securities Act of 1933, as amended (the "**1933 Act**"), or qualified under any applicable state statutes and may not be offered, sold or transferred in the United States (including its territories and possessions) or to or for the direct or indirect benefit of any U.S. Person (as that term is defined in "*Definitions*" below), except pursuant to registration or an exemption. None of the Company, the Master Company, the Fund or the Master Fund have been, nor will they be, registered under the U.S. Investment Company Act of 1940, as amended (the "**1940 Act**"), and investors will not be entitled to the benefits of such registration. Pursuant to an exemption from registration under the 1933 Act and the exemption from the characterisation of each of the Company, the Master Company, the Fund and the Master Fund as an investment company found in Section 3(c)(7) of the 1940 Act, the Company may make a private placement of the Shares to a limited category of U.S. Persons. The Shares will only be available for purchase by U.S. Persons who are both (i) "accredited investors", as defined in Rule 501(a) of Regulation D under the 1933 Act and (ii) "qualified purchasers" as defined in Section 2(a)(51) of the 1940 Act and the rules thereunder. The Shares have not been approved or disapproved by the U.S. Securities and Exchange Commission, any state securities commission or other U.S. regulatory authority, nor have any of the foregoing authorities passed upon or endorsed the merits of this offering or the accuracy or adequacy of these offering materials. Any representation to the contrary is unlawful.

The Shares are subject to restrictions on transferability and resale and may not be transferred or resold in the United States or to or for the benefit of any U.S Person except as permitted under the 1933 Act and applicable state securities laws, pursuant to registration or exemption therefrom. Investors should be aware that they will be required to bear the financial risks of this investment for an indefinite period of time. Each person subscribing for the Shares must agree that the General Partner may reject, accept or condition any proposed transfer, assignment or exchange of those Shares. All investors in the Fund and/or the Master Fund have limited redemption rights and such rights may be suspended under the circumstances described in this Information Memorandum.

The following statements are required to be made under applicable regulations of the U.S. Commodity Futures Trading Commission ("**CFTC**"). As the Fund and the Master Fund are collective investment vehicles that may make transactions in (or, in the case of the Fund, have exposure to) commodity interests (which includes futures, options on futures, and certain swaps), each of the Fund and the Master Fund is considered to be a "commodity pool". Each of the General Partner and the Investment Manager will be a commodity pool operator ("**CPO**") with respect to the Fund and the Master Fund.

Pursuant to CFTC Rule 4.13(a)(3), which is available to operators of pools that trade a de minimis amount of commodity interests, the General Partner and the Investment Manager will be exempt from registration with the CFTC as a CPO. Therefore, unlike a registered CPO, the General Partner and the Investment Manager will not be required to deliver a disclosure document and a certified annual report to investors in the Fund and the Master Fund. The General Partner and the Investment Manager will each qualify for such exemption with respect to Fund and the Master Fund based on the following criteria: (i) the Shares and the shares of the Master Fund are exempt from registration under the 1933 Act and are offered and sold without marketing to the public in the United States; (ii) each of the Fund and the Master Fund meets the trading limitations of either CFTC Rule 4.13(a)(3)(ii)(A) or (B); (iii) the General Partner and the Investment Manager reasonably believe, at the time the investor makes his investment or at the time the General Partner and the Investment Manager began to rely on Rule 4.13(a)(3)), that each investor is (a) an "accredited investor," as defined in Rule 501(a) of Regulation D under the 1933 Act, (b) a trust that is not an accredited investor but that was formed by an accredited investor for the benefit of a family member, (c) a "knowledgeable employee," as defined in Rule 3c-5 under the 1940 Act, or (d) a "qualified eligible person," as defined in CFTC Rule 4.7(a); and (iv) the Shares and shares in the Master Fund are not marketed as or in a vehicle for trading in the commodity futures or commodity options markets.

Risks and Conflicts

There are significant risks associated with an investment in the Master Fund through the Fund. Such an investment may not be suitable for all investors. It is intended for sophisticated investors who can accept the risks associated with such an investment including a substantial or complete loss of their investment. There can be no assurance that the Fund and the Master Fund will achieve its investment objective and losses may be incurred. Each prospective investor should carefully review this Information Memorandum and carefully consider the risks before deciding to invest. The attention of investors is also drawn to "*Risk Factors*" and "*Conflicts of Interest*" sections in this Information Memorandum.

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DIRECTORY

Board of Managers of the General Partner

Sandro Patti
Carlo Montagna
Patrice Molinari

Registered Office of the Company, the Master Company and the General Partner

23 Val Fleuri, L-1526, Luxembourg City
Grand Duchy of Luxembourg

AIFM to the Company and the Master Company

MC Square S.A.
23 Val Fleuri
L-1526 Luxembourg
Grand Duchy of Luxembourg

Investment Manager to the AIFM of the Fund and the Master Fund

Eschler Asset Management LLP
83 Scholars Walk, Cambridge
Cambridgeshire CB4 1DW
United Kingdom

Appointed Representative

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London, SW7 3BG
United Kingdom

Strategic Advisor

Arbion Limited
1 Connaught Place
London W2 2ET
United Kingdom

Administrator to the Company and the Master Company

Citco Fund Services (Luxembourg) S.A.
20 rue de la Poste
L-2346, Luxembourg City
Grand Duchy of Luxembourg

Depositary to the Company and the Master Company

Citco Bank Nederland N.V. Luxembourg Branch
20 rue de la Poste
L-2346, Luxembourg City
Grand Duchy of Luxembourg

Prime Brokers and Sub-Custodians to the Master Fund

Goldman Sachs International
Plumtree Court
25 Shoe Lane
London EC4A 4AU
United Kingdom

UBS AG London Branch
5 Broadgate
London, EC2M 2QS
United Kingdom

Auditors to the Company and the Master Company

KPMG Audit S.à r.l.
39, avenue John F. Kennedy
L - 1855 Luxembourg
Grand Duchy of Luxembourg

Legal Advisors to the Company, the Master Company, the General Partner and Valiant Asset Management

As to English and U.S. law:

Dechert LLP
25 Cannon Street
London EC4M 5UB
United Kingdom

As to Luxembourg law:

Dechert (Luxembourg) LLP
29, Avenue de la Porte Neuve
L-2227 Luxembourg
Grand Duchy of Luxembourg

DEFINITIONS

The following terms when used in this Information Memorandum have the meanings specified below unless the context requires otherwise:

"1915 Law"	the Luxembourg law of 10 August 1915 on commercial companies;
"1933 Act"	the U.S. Securities Act of 1933;
"1940 Act"	the U.S. Investment Company Act of 1940;
"2004 Law"	the Luxembourg law of 12 November 2004 on the fight against money laundering and terrorist financing;
"2013 Law"	the Luxembourg law of 12 July 2013 on alternative investment fund managers;
"2016 Law"	the Luxembourg law of 23 July 2016 on reserved alternative investment funds;
"Accounting Year"	the accounting year of each of the Company and the Master Company which starts on 1 January and ends on 31 December each year (and for the first accounting year the period from the incorporation of the Company until 31 December 2024);
"Administration Agreement"	the master services agreement among (i) the Master Company, (ii) the Company, (iii) the General Partner and (iv) the Administrator.
"Administrator"	Citco Fund Services (Luxembourg) S.A., the administrator to the Company and the Master Company or any successor administrator appointed by the Company and/or the Master Company from time to time;
"Affiliate"	in relation to the person in question, any other person directly or indirectly controlled by that person, any person that controls, directly or indirectly, that person in question or any person, directly or indirectly, under common control with the person in question. For the purposes of this definition, the term "control" and its corollaries means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise;
"Alternative Investment Fund"	an alternative investment fund, as defined in the AIFMD;
"AIFM"	MC Square S.A., the Alternative Investment Fund to the Company and the Master Company, or any successor entity;
"AIFM Agreement"	as the context requires: (i) the alternative investment fund management agreement between the Master Company and the AIFM; and/or (ii) the alternative investment fund management agreement between the Company and the AIFM.
"Alternative Investment Fund Manager"	an alternative investment fund manager, as defined in the AIFMD;
"AIFMD"	the Alternative Investment Fund Managers Directive, Directive 2011/61/EU of the European Parliament and the Council of the European Union of 8 June 2011 on alternative investment fund managers and any applicable implementing legislation or regulation thereunder;

"AIFMD Rules"	the provisions of: (i) the European Commission Delegated Regulation (EU) No. 231/2013 of 19 December 2012 supplementing AIFMD with regard to exemptions, general operating conditions, depositaries, leverage, transparency and supervision; and (ii) any other applicable laws and regulations implementing AIFMD;
"Annual Report"	the annual report in the meaning of article 38(4) of the 2016 Law;
"Application Form"	each application form for Shares, in such form as the General Partner may from time to time prescribe, which is available upon request;
"Articles"	the current articles of association of the Company, as amended from time to time;
"Auditors"	KPMG Audit S.à r.l., or any successor auditor appointed by the Company and/or the Master Company from time to time;
"Benefit Plan Investor"	as defined under "*U.S. Definitions*";
"Business Day"	any day (except Saturday or Sunday) on which banks in London and Luxembourg are open for business and/or such other or further day or days as may be determined by the General Partner in its discretion from time to time;
"CFTC"	the U.S. Commodity Futures Trading Commission;
"Class"	Shares of the relevant class;
"Class A"	as the context requires, Class A (CHF), Class A (EUR), Class A (GBP) and/or Class A (USD);
"Class A (CHF)"	as the context requires, Shares or Master Fund Shares designated as Class A (CHF) and denominated in Swiss francs;
"Class A (EUR)"	as the context requires, Shares or Master Fund Shares designated as Class A (EUR) and denominated in euro;
"Class A (GBP)"	as the context requires, Shares or Master Fund Shares designated as Class A (GBP) and denominated in pounds sterling;
"Class A (USD)"	as the context requires, Shares or Master Fund Shares designated as Class A (USD) and denominated in dollars;
"Class M"	as the context requires, Class M (EUR) and/or Class M (GBP);
"Class M (EUR)"	as the context requires, Shares or Master Fund Shares designated as Class M (EUR) and denominated in euro;
"Class M (GBP)"	as the context requires, Shares or Master Fund Shares designated as Class M (GBP) and denominated in dollars;
"Closing Date"	1 August 2024 or such earlier or later date as the General Partner may determine;
"Code"	the U.S. Internal Revenue Code of 1986;
"Co-Investment Vehicle"	as defined under the heading "*Key Information*";
"Company"	Valiant Funds SCA SICAV-RAIF;

"Compartment(s)"	in respect of the Company and/or the Master Company (as the context requires), a separate portfolio of assets (and liabilities) that represents a compartment as defined in article 49 of the 2016 Law, as may be established from time to time. Each of the Company and the Master Company may, at any time, have one or more Compartments;
"Connected Person"	in relation to an entity, the directors/managers, partners, members, shareholders or employees of such entity and their spouses, pension plan trustees and family trusts;
"Covered Person"	as defined under FINRA Rule 5131. Covered Persons are, generally, directors/managers and executive officers of certain public companies and covered non-public companies. A more detailed definition of "Covered Person" is contained in the Application Form;
"CPO"	commodity pool operator;
"CRS"	the Common Reporting Standard;
"CSSF"	the *Commission de Surveillance du Secteur Financier*, the Luxembourg supervisory authority for financial services, or any successor body thereto;
"Depositary"	Citco Bank Nederland N.V. Luxembourg Branch, or any successor depositary services provider appointed by the Company and/or the Master Company from time to time;
"Depositary Agreement"	as the context requires: (i) the depositary agreement between the Master Company, the AIFM and the Depositary; and/or (ii) the depositary agreement between the Company, the AIFM and the Depositary;
"EEA"	the European Economic Area (as constituted from time to time);
"EMIR Regulations"	the European Market Infrastructure Regulation (EU) No. 648/2012 of the European Parliament and of the Council of 4 July 2012 on over-the-counter ("**OTC**") derivatives, central counterparties and trade repositories (as amended by Regulation 2019/834 of 20 May 2019, "**EMIR**"), each European Commission delegated regulation supplementing EMIR and each European Commission implementing regulation laying down implementing technical standards according to EMIR;
"ERISA"	the U.S. Employee Retirement Income Security Act of 1974;
"EU"	the European Union (as constituted from time to time);
"FATCA"	the U.S. Foreign Account Tax Compliance Act;
"FCA"	the U.K. Financial Conduct Authority or any successor body thereto;
"FCA Rules"	the handbook of rules and guidance made by the FCA and, where applicable, the U.K. Prudential Regulatory Authority or any successor body thereto;
"FINRA"	the U.S. Financial Industry Regulatory Authority or any successor body thereto;
"Fund"	Valiant-Arbion European Special Situations Fund, a Compartment of the Company;

"General Meeting"	any general meeting of all Limited Shareholders of the Company, all Limited Shareholders in the Fund or all Limited Shareholders in a Class, as applicable;
"General Partner"	Valiant Funds GP S.à r.l. in its capacity as general partner of the Company and the Master Company, a Luxembourg private limited liability company (*société à responsabilité limitée*) incorporated in accordance with the 1915 Law and responsible for the management, control and conduct of the business of the Company and the Master Company;
"GS"	Goldman Sachs International;
"GS Prime Brokerage Agreement"	the account opening documentation entered into between GS and the Master Company (acting in respect of the Master Fund);
"GS Sub-Custody Agreement"	the sub-custody agreement between the Depositary, GS and the Master Company (acting in respect of the Master Fund);
"High Water Mark"	the high-water mark as set out under "*Fees and Expenses; Performance Fee*";
"Incentive Shares"	Shares in the Fund, issued only to the Investment Manager and the Strategic Advisor in such proportions as agreed between the Investment Manager and the Strategic Advisor from time to time;
"Initial Issue Price"	EUR 100 or its equivalent in USD, GBP or CHF;
"Initial Series"	as defined under "*Fees and Expenses; Performance Fee*";
"Initial Offer Period"	the initial offer period commencing on or about the date of this Information Memorandum (or such later date as the General Partner may determine in its absolute discretion) and ending on the Closing Date;
"Investment Management Agreement"	as the context requires: (i) the investment management and marketing agreement entered into between the AIFM and the Investment Manager in respect of the Master Company; and/or (ii) the investment management and marketing agreement between the AIFM and the Investment Manager in respect of the Company;
"Investment Manager"	Eschler Asset Management LLP, the investment manager to the Company and the Master Company, or any successor entity;
"Limited Shareholder"	A holder of Shares;
"Luxembourg Law"	the laws and regulations applicable in the Grand Duchy of Luxembourg;
"Management Fee"	the management fee to be paid to the Investment Manager as described under "*Fees and Expenses; Management Fee*" below;
"Management Share"	the management share (*action d'actionnaire commandité – gérant*);
"Managers"	the board of managers of the General Partner, whose names appear under "Board of Managers" on page 30 of this Information Memorandum, including duly authorised committees thereof and "GP Manager" is to be construed accordingly;
"Master Class"	the Master Fund Shares of the relevant class;

"Master Company"	Valiant Master Funds SCA SICAV-RAIF;
"Master Company Articles"	the current articles of association of the Master Company, as amended from time to time;
"Master Fund"	Valiant-Arbion European Special Situations Master Fund, a Compartment of the Master Company;
"Master Fund Shares"	ordinary shares of the Master Fund;
"MiFID II"	Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments, the Markets in Financial Instruments (MiFIR) Regulation (EU) No 600/2014 and any applicable implementing legislation or regulation thereunder;
"New Issues"	as defined pursuant to FINRA Rule 5130 to include any initial public offering of an equity security as defined in Section 3(a)(11) of the U.S. Securities Exchange Act of 1934 made pursuant to a registration statement or offering circular;
"OECD"	the Organisation for Economic Co-operation and Development;
"Performance Fee"	the performance related fee allocable to the Incentive Shares, as described under "*Fees and Expenses; Performance Fee*" below;
"Performance Period"	each 12-month period (or part thereof in the case of the initial performance period) ending 31 December;
"Prime Brokers"	GS and UBS, as the context requires, and/or any other or successor prime broker(s) and sub-custodian(s) as may be appointed by the Master Fund from time to time, and each a "Prime Broker";
"Professional Investors"	a person who is considered to be a professional client or which may, on request, be treated as a professional client within the relevant national implementation of Annex II of MiFID II and AIFMD;
"Redemption Dealing Day"	the day on which Shares or Master Fund Shares in a Class or a Master Class thereof may be redeemed being the first Business Day in each calendar quarter and/or such other, alternative or further day or days as may be determined by the General Partner in its discretion from time to time;
"RCSL"	the *Registre du Commerce et des Sociétés Luxembourg*, the Luxembourg trade and companies register;
"Register"	the register of Limited Shareholders;
"RESA"	the *Recueil Électronique des Sociétés et Associations*;
"Restricted Persons"	as defined under FINRA Rule 5130 to include persons whose participation in New Issues is subject to restrictions under that Rule. Restricted Persons are, generally, FINRA members and other broker-dealers, their officers, directors, employees and affiliates, and persons having portfolio management responsibility for collective investment vehicles or financial or other institutions, as well as certain immediate family members of such persons. A more precise definition of Restricted Person is contained in the Application Form;
"Sanction"	any sanctions administered or enforced by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S.

	Department of State, the United Nations Security Council, the European Union or Her Majesty's Treasury of the United Kingdom;
"SEC"	the U.S. Securities and Exchange Commission or any successor body thereto;
"Secondment Agreement"	the secondment agreement entered into between the Investment Manager and Valiant;
"Series"	a series of Shares or Master Fund Shares designated or issued on a Subscription Dealing Day and identifiable by its date of designation or issue;
"Service Providers"	each of the AIFM, the Investment Manager, Valiant Asset Management, the Strategic Advisor, the Administrator, the Depositary, the Prime Brokers, the Master Fund's trading counterparties, the Auditor, the legal advisors and any other service providers to the Fund and/or the Master Fund;
"SFDR"	Regulation (EU) No 2019/2088 of the European Parliament and of the Council of 27 November 2019 on sustainability-related disclosures in the financial services sector;
"SFTR Regulations"	the Securities Financing Transactions Regulation (EU) 2015/2365 of the European Parliament and of the Council of 25 November 2015 on transparency of securities financing transactions and of reuse and amending Regulation (EU) No 648/2012 ("**SFTR**") and each Commission delegated regulation supplementing SFTR and each Commission implementing regulation providing implementing technical standards;
"Shareholder"	any holder of share(s) in the Company, i.e., the Limited Shareholders and/or the Unlimited Shareholder, as the case may be;
"Shares"	any ordinary shares (*actions ordinaires de commanditaires*) issued by the Fund;
"Strategic Advisor"	Arbion Limited, the strategic advisor to the Fund and the Master Fund, or any successor entity;
"Strategic Advisory Agreement"	means the strategic advisory agreement between the Strategic Advisor and the Company, acting in relation to the Master Fund and the Fund, and acknowledged and agreed by the Investment Manager and Valiant Asset Management;
"Sub-Custody Agreement(s)"	the sub-custody agreements entered into among the Depositary, the Master Fund and each of the Prime Brokers, respectively;
"Subsidiary"	as defined under the "*Risk Factors*" heading;
"Subscription Dealing Day"	a day on which a Class, or Series thereof, may be subscribed, being the first Business Day of each calendar month and/or such other, alternative or further day or days as may be determined by the General Partner in its discretion from time to time;
"Supplement for U.S. Persons"	a supplement to the Application Form to be completed by U.S. Persons subscribing for Shares and/or Master Fund Shares, in such form as may be prescribed by the General Partner from time to time;
"Transfer"	a sale, exchange or transfer of Shares (including the granting of any participation therein), including any transfer of an economic

	participation by way of a synthetic or other derivative instrument or arrangement, or pledge, hypothecation or other encumbrance;
"U.S. Person"	as defined under "*U.S. Definitions*";
"U.S. Taxpayer"	as defined under "*U.S. Definitions*"; and
"UBS"	UBS AG London Branch;
"UBS Prime Brokerage Agreement"	the master prime brokerage agreement and account opening documentation ancillary thereto entered into among UBS and the Master Company in respect of the Master Fund;
"UBS Sub-Custody Agreement"	the sub-custody agreement entered into among the Depositary, UBS and the Master Company in respect of the Master Fund;
"United Kingdom" or "U.K."	the United Kingdom of Great Britain and Northern Ireland;
"United States" or "U.S."	the United States of America, its territories and possessions, any state of the United States and the District of Columbia;
"Unlimited Shareholder"	the General Partner, as holder of the Management Share and unlimited shareholder (*actionnaire commandité*) and sole manager (*gérant*) of the Company, liable without limitation for any obligations that cannot be met out of the assets of the Company (or a Fund);
"Valiant Asset Management"	Valiant Asset Management Ltd;
"Valuation Day"	(i) the last Business Day of each calendar month; and (ii) when an extraordinary Subscription Dealing Day or Redemption Dealing Day is designated, the Business Day immediately preceding that Subscription Dealing Day or Redemption Dealing Day, as the case may be, and/or such other alternative or further day or days as the General Partner may from time to time in its discretion determine.
"Well-Informed Investors"	any well-informed investor within the meaning of article 2 of the 2016 Law.

All references to "Swiss francs" or to "CHF". All references to "euro", "EUR" or "€" are to the European euro. All references to "pounds sterling", "GBP" or "£" are to British Pounds Sterling. All references to "dollars", "USD" or "$" are to the United States dollar.

All references to the provisions of any law or regulation shall be construed as references to those provisions as amended, modified, re-enacted, revised or replaced from time to time.

All references to any agreement are to such agreement as it may be amended, restated, supplemented or replaced from time to time.

KEY INFORMATION

The following is a summary of certain key information concerning the Company, the Fund, the Master Company and the Master Fund and the offering of Shares. The information is derived from, and should be read in conjunction with, the full text of this Information Memorandum.

The Company and the Fund	Valiant Funds SCA SICAV-RAIF is an investment company with variable capital – reserved alternative investment fund (*société d'investissement à capital variable – fonds d'investissement alternative réservé, SICAV-RAIF*) governed under the 2016 Law, the 1915 Law, the Articles and this Information Memorandum. The Company has adopted the form of a corporate partnership limited by shares (*société en commandite par actions*) and was established on 24 January 2024 and the Articles were published in RESA on 14 February 2024. The Company is registered with the RCSL under number B283706. The Company has been established as an umbrella structure with currently two compartments: Valiant European Special Situations Fund and Valiant-Arbion European Special Situations Fund. Further Compartments, with segregated liability between each other, may be established in the future at the discretion of the General Partner and will, in such case, issue a separate information memorandum in relation to each such other Compartment(s). The Fund shall be required to and shall invest all of its assets (save for cash received and invested or distributed and other cash held for administrative purposes) in Master Fund Shares of the Master Fund. Investment management of the Fund's underlying assets takes place at the level of the Master Fund only. Any cash held at the level of the Fund in accordance with the foregoing will be held on an intraday basis only. The Fund has been established for an unlimited duration.
The Master Company and the Master Fund	Valiant Master Funds SCA SICAV-RAIF is an investment company with variable capital – reserved alternative investment fund (*société d'investissement à capital variable – fonds d'investissement alternative réservé, SICAV-RAIF*) governed under the 2016 Law, the 1915 Law, the Master Company Articles and its information memorandum. The Master Company has adopted the form of a corporate partnership limited by shares (*société en commandite par actions*) and was established on 2 February 2024 and the Master Company Articles were published in RESA on 14 February 2024. The Master Company is registered with the RCSL under number B283700. The Master Company is structured as an umbrella fund under the 2016 Law, currently with two Compartments: Valiant European Special Situations Master Fund and Valiant-Arbion European Special Situations Master Fund. Further Compartments may be established in the future at the discretion of the General Partner. The General Partner may also permit investment in Master Fund Shares either directly or through one or more additional feeder funds, in addition to the Fund, where it considers it appropriate in its sole discretion. The Master Fund has been established for an unlimited duration.
General Partner	Valiant Funds GP S.àr.l., a Luxembourg private limited company (*société à responsabilité limitée*), is the general partner of each of the Company and the Master Company.

Shares	Shares will be issued in a separate Series of the relevant Class on each applicable Subscription Dealing Day. Shares are issued and shall remain in registered form (*actions nominatives*) only. Shares are not represented by certificates. The Company will recognise only one holder per Share. In case a Share is held by more than one person, the Company has the right to suspend the exercise of all rights attached to that Share until one person has been appointed as sole owner in relation to that Share. The same rule applies in the case of conflict between a usufruct holder (*usufruitier*) and a bare owner (*nu-propriétaire*) or between a pledgor and a pledgee. Title to Shares in registered form is transferred upon registration of the name of the transferee in the Register. Fractional Shares will be issued to the nearest thousandth of a Share, and such fractional Shares will not be entitled to vote (except where their number is such that they represent a whole Share, in which case they confer a voting right), but will be entitled to a participation in the performance and in the proceeds of liquidation attributable to the relevant Class on a *pro rata* basis. Each Share is entitled to one vote at any General Meeting, unless the Company has decided to issue Shares without voting rights. Shares shall have no pre-emptive subscription rights. Voting rights can be exercised in person or by power of attorney. An application by the Fund to the Master Fund for Master Fund Shares will, unless otherwise determined by the General Partner, be deemed automatically submitted to the Master Fund by the Fund upon a corresponding application for Shares in order to give effect to the intended operation of the master-feeder structure. Likewise, a withdrawal request by the Fund to the Master Fund in respect of Master Fund Shares will, unless otherwise determined by the General Partner, be deemed automatically submitted by the Fund to the Master Fund upon a corresponding redemption request for Shares in order to give effect to the intended operation of the master-feeder structure.
Class Structure	Investment may be made in the Fund through one or more Classes as more particularly described under "*THE COMPANY, THE FUND, THE MASTER COMPANY, the MASTER FUND AND CLASS STRUCTURE - Class Structure" below*. The Shares are issued in Series and a new Series will be issued in respect of each Class on each Subscription Dealing Day at the Initial Issue Price. Each Class of Shares will be invested in the corresponding Master Class of Master Fund Shares.
Register of Limited Shareholders	The Register will be kept by the Administrator on behalf of the Company and will contain the name of each owner of registered Shares, their residence or elected domicile as indicated in the Application Form, the number of Shares held and the relevant Class or Series, and, where applicable, the details of any transfer of Shares. The ownership of Shares is established by an entry in the Register. Each Limited Shareholder must provide an address which will be entered in the Register. All notices and announcements will be sent to Limited Shareholders electronically. Limited Shareholders will also be required to provide an email address in their Application Form. Any changes in the

address and/or email address of a Limited Shareholder must be notified to the Company or the Administrator.

Investment Objective

The sole object of the Master Fund is the collective investment of its funds in assets with the aim of spreading the investment risks and giving investors the benefit of the results of the management of their assets, thereby seeking to achieve long-term capital growth in absolute terms with a strong focus on capital preservation.

There can be no assurance that the Master Fund will achieve its investment objective and losses may be incurred.

Management

The General Partner is responsible for the management of the Company and the Master Company.

The General Partner has appointed, subject to its responsibility and supervision, the AIFM to manage the assets of the Company and the Master Company and act as external authorised Alternative Investment Fund Manager of the Company and the Master Company, respectively.

The AIFM is responsible for risk management and portfolio management for the Company and the Master Company in accordance with the AIFMD Rules. The AIFM will perform the tasks assigned to it according to the AIFM Agreement.

Investment Manager

The AIFM has, in accordance with the AIFMD Rules and with the consent of the Master Company, the Company and the General Partner, delegated day-to-day discretionary portfolio management of the Fund and the Master Fund to the Investment Manager, which will act as investment manager in respect of the Fund and the Master Fund.

The Investment Manager will, subject to supervision by the AIFM, be responsible for the portfolio management function in respect of the Fund and the Master Fund and will make investment management decisions and determine the structure and method of making investments by the Fund and the Master Fund pursuant to the Investment Management Agreement.

Notwithstanding such delegation to the Investment Manager, the AIFM will remain liable to the Fund and the Master Fund for the proper performance of portfolio management functions. Pursuant to the Investment Management Agreement, the Investment Manager has also agreed to provide certain marketing services to the Fund.

The Investment Manager was incorporated in England and Wales on 17 July 2009 with company number OC347227.

Valiant Asset Management

The Investment Manager has entered into a Secondment Agreement with Valiant Asset Management, pursuant to which Valiant Asset Management provides the Investment Manager with services and personnel to assist it with the provision of portfolio management services. These arrangements include the secondment by Valiant Asset Management to the Investment Manager of Sandro Patti to act as the chief investment officer of the Fund and the Master Fund.

Valiant Asset Management was incorporated in England and Wales on 16 October 2023 with company number 15212219.

Valiant Asset Management is an appointed representative of the Investment Manager and has also been appointed to provide marketing services in respect of the Fund in the UK.

Strategic Advisor	The General Partner, acting on behalf of the Company in relation to the Master Fund and the Fund, has appointed the Strategic Advisor to provide strategic advice in relation to the structuring, operation and capital raising activities of the Master Fund and the Fund. The Strategic Advisor was incorporated in England and Wales on 15 October 2009 with company number 07044573.
Depositary Services	Citco Bank Nederland N.V. Luxembourg Branch been appointed as the depositary of the Company and the Master Company in accordance with AIFMD to provide certain custody, cash flow monitoring, asset verification and oversight services to the Company and the Master Company.
Prime Brokers	The Prime Brokers will each serve as prime broker and sub-custodian to the Master Fund.
Administration	Citco Fund Services (Luxembourg) S.A. serves as the administrator to the Company and the Master Company.
Management Fee	A Management Fee will be calculated in respect of each Series of each relevant Class of Shares as set out in the table under the heading "Class Structure". The Management Fee will be allocated to the Incentive Shares and each of the Investment Manager and the Strategic Advisor will be entitled to participate in the Management Fee as a holder of Incentive Shares.
Performance Fee	A Performance Fee will also be calculated in respect of each Series of each relevant Class of Shares as set out in the table under the heading "Class Structure". The Performance Fee will also be allocated to the Incentive Shares and each of the Investment Manager and the Strategic Advisor will be entitled to participate in the Performance Fee as a holder of Incentive Shares.
Other Charges and Expenses	Other operating costs, fees and expenses of the Company, the Fund, the Master Company and the Master Fund are set out under "*Fees and Expenses*" below.
Co-Investment Policy	The Investment Manager may, at its sole discretion, provide co-investment opportunities to one or more investors in the Fund, their Affiliates or any other persons, on such terms and in such proportions as the Investment Manager determines through one or more alternative investment structures or vehicles (each a "**Co-Investment Vehicle**") as the Investment Manager, in its sole discretion, deems appropriate. Co-Investment Vehicles may have different compensation arrangements with the Investment Manager and the investors therein may invest on different terms from the investors of the Fund and/or the Master Fund (as the case may be).
Subscriptions	Applications for Shares during the Initial Offer Period must be received by the Administrator, together with cleared subscription money, by 5.00 p.m. (Luxembourg time), on the Business Day prior to the Closing Date or by such earlier or later date and/or time as the General Partner may determine generally or in respect of specific applications. Thereafter, applications for Shares must be received by the Administrator, together with cleared subscription money, by 5.00 p.m. (Luxembourg time) on the Business Day prior to the Subscription Dealing Day or by

	such earlier or later date and/or time as the General Partner may determine generally or in respect of specific applications. Further information on how to subscribe for Shares can be found in the Application Form.
Minimum Investment	EUR 100,000 or its equivalent in USD, GBP or CHF.
Redemptions	Limited Shareholders may request the redemption of all or some of their Shares on any Redemption Dealing Day, subject to written notice being received by the Administrator not less than ninety (90) calendar days' prior to the relevant Redemption Dealing Day or on such shorter notice period as the General Partner may in its discretion determine generally or in respect of specific redemption requests. The General Partner reserves the right to waive the notice requirement either generally or in respect of specific redemption requests. The General Partner also has powers of compulsory redemption and transfer in the circumstances set out under "*Subscriptions and Redemptions; Compulsory Redemption and Transfer*" below. The General Partner may determine to impose a gate at any time before, during or after the Redemption Dealing Day with respect to which the gate is to be imposed, if the value of redemptions of Master Fund Shares exceeds twenty-five per cent. (25%) of the total net asset value of the Master Fund Shares in respect of any Redemption Dealing Day. The General Partner may, in its sole discretion, waive the above requirements either generally or in relation to one or more specific redemption requests.
Extraordinary Postponement of Scheduled Redemption Dealing Days	In the event that there occurs an extraordinary market dislocation which the General Partner determines (following consultation with the AIFM and the Investment Manager) is likely to materially adversely affect the value at which the Master Fund may realise a material portion of its assets, the General Partner may determine to postpone all scheduled Redemption Dealing Days falling within the following twelve (12) calendar months for a period of up to a further twelve (12) calendar months (*i.e.*, on the occurrence of such an event in January 2025, the Redemption Dealing Day falling in January 2025 may be postponed until January 2026 and the Redemption Dealing Day falling in April 2025 may be postponed until April 2026 etc.). In such event, Redemption Dealing Days will be rescheduled sequentially in the order in which such Redemption Dealing days were originally scheduled to occur.
Accumulation Policy	Income and capital gains will normally be accumulated and reinvested and the Fund will not ordinarily, but may at the General Partner's discretion, pay dividends to Limited Shareholders.
Tax Status	A description of the tax status of the Company, the Fund, the Master Company and the Master Fund is set out under the heading "*Tax Considerations*".
ERISA	Investment in the Fund is generally open to employee benefit plans and other plans that are subject to the fiduciary responsibility provisions of ERISA or Section 4975 of the Code. Although such investors may hold 25 per cent. (25%) or more of any Class of Shares, the General Partner will attempt to limit investment by such investors such that, based upon assurances received from investors, Benefit Plan Investors will hold less than 25 per cent. (25%) of the value of any Master Class of Master Fund Shares, with the intent that the assets of the Master Fund should not be considered "plan assets". Each prospective investor that is or may become

	a Benefit Plan Investor should review the section "Benefit Plan Investor Considerations" below.
Listing	No application has been made for the listing of the Shares on any stock exchange, although the General Partner reserves the right to seek such a listing in the future if this is considered to be in the interests of the Fund. The General Partner does not anticipate that an active secondary market will develop in the Shares.
Financial Year and Annual Reports	The Company's and the Master Company's financial year ends on 31 December of each year, with the first financial period ending on 31 December 2024. Audited financial statements will also be provided to investors within one hundred and eighty (180) calendar days from the end of the relevant financial period and monthly account statements will also be provided to investors within 30 calendar days from the end of the relevant month of a financial period. When available, a copy of the most recent financial statements may be obtained by existing or prospective investors on request.
Auditors	KPMG Audit S.à r.l. has been appointed as auditor to the Company and the Master Company. The Auditor will audit the annual accounts of the Company and the Master Company in accordance with International Financial Reporting Standards.
Risk Factors	**There are significant risks associated with an investment in the Fund. Investment may not be suitable for all investors. It is intended for sophisticated investors who can accept the risks associated with such investment including a substantial or complete loss of their investment. There can be no assurance that the Master Fund will achieve its investment objective and losses may be incurred. Each prospective investor should carefully review this Information Memorandum and carefully consider the risks before deciding to invest. The attention of investors is also drawn to the "*Risk Factors*" and "*Conflicts of Interest*" sections in this Information Memorandum.**

THE COMPANY, THE FUND, THE MASTER COMPANY, THE MASTER FUND AND CLASS STRUCTURE

The Company and the Fund

Valiant Funds SCA SICAV-RAIF is an investment company with variable capital – reserved alternative investment fund (*société d'investissement à capital variable – fonds d'investissement alternative réservé, SICAV-RAIF*) governed under the 2016 Law, the 1915 Law, the Articles and this Information Memorandum.

The Company has adopted the form of a corporate partnership limited by shares (*société en commandite par actions*) and was established on 24 January 2024 and the Articles were published in RESA on 14 February 2024. The Company is registered with the RCSL under number B283706.

The Company has been established as an umbrella structure with currently two compartments: Valiant European Special Situations Fund and Valiant-Arbion European Special Situations Fund. Further Compartments, with segregated liability between each other, may be established in the future at the discretion of the General Partner and will, in such case, issue a separate information memorandum in relation to each such other Compartment(s).

As a Luxembourg partnership limited by shares (*société en commandite par actions*), the Company has two categories of Shareholders:

(1) the Unlimited Shareholder or General Partner (*actionnaire commandité gérant*) holding at least one Management Share (*action d'actionnaire commandité - gérant*), who will be liable without any limits for any obligations that cannot be met out of the assets of the Company; and

(2) the Limited Shareholders (*actionnaires commanditaires*) holding the Shares (*actions ordinaires de commanditaires*), whose liability in relation to Shares is limited to the amount of their investments in the Company.

According to the 1915 Law, the Company is managed by the General Partner in its capacity as sole Unlimited Shareholder (*actionnaire commandité – gérant*) of the Company. The General Partner is Valiant Funds GP S.à r.l., a private limited liability company (*société à responsabilité limitée*) incorporated on 20 December 2023 and registered with the RCSL under number B282917.

The General Partner is managed by its Board of Managers, as provided under the articles of incorporation of the General Partner.

The Master Company and the Master Fund

Valiant Master Funds SCA SICAV-RAIF is an investment company with variable capital – reserved alternative investment fund (*société d'investissement à capital variable – fonds d'investissement alternative réservé, SICAV-RAIF*) governed under the 2016 Law, the 1915 Law, the Master Company Articles and this Information Memorandum.

The Master Company has adopted the form of a corporate partnership limited by shares (*société en commandite par actions*) and was established on 2 February 2024 and the Master Company Articles were published in RESA on 14 February 2024. The Master Company is registered with the RCSL under number B283700.

The Master Company is structured as an umbrella fund under the 2016 Law, currently with two Compartments: Valiant European Special Situations Master Fund and Valiant-Arbion European Special Situations Master Fund. Further Compartments may be established in the future at the discretion of the General Partner.

Share Capital of the Company

As provided by the 2016 Law, the minimum share capital of the Company is EUR 1,250,000 (or the currency equivalent thereof), which must be reached within twenty-four (24) months after the date of the establishment of the Company.

Due to the fact that the Company has a variable capital, the share capital of the Company will be at all times equal to its net asset value.

All shares, whether Management Shares or Shares, are issued in uncertificated registered form only and will be fully paid up upon issue. Each Share entitles its holder to one vote at any general meeting of Shareholders, in compliance with Luxembourg law and the Articles.

Unless otherwise provided for herein or in the Articles, no decision of the general meeting of Shareholders will be validly taken without the prior approval of the General Partner, in accordance with the Articles.

Management Share

At the incorporation of the Company, the General Partner subscribed for one Management Share in the Company that has been fully paid up.

Shares

Shares will be issued in uncertificated registered form only. The Register is conclusive evidence of ownership of the Shares and the Company will treat the registered owner of a Share as the legal owner thereof.

Upon issue, Shares are entitled to participate equally in any distributions made in accordance with this Information Memorandum and the Articles and the allocation of the liquidation proceeds.

The Shares do not carry any preferential or pre-emptive rights. Fractions of Shares may be issued to the nearest one thousandth of a Share. Share certificates will not be issued and Limited Shareholders' title will be evidenced by entry in the Register.

Shares are subject to certain transfer restrictions as set forth in this Information Memorandum.

Class Structure

Investment in the Fund is currently available through subscription for Class A Shares, which are available in CHF, EUR, GBP and USD Classes and Class M Shares, which are available in EUR and GBP Classes. Each Class of Shares within the Fund will be invested in the Master Fund. The key terms of each Class of Shares are summarised in the table below.

Class	Minimum Initial Investment	Minimum Additional Investment	Redemption Frequency*	Redemption Notice	Management Fee (p.a.)	Performance Fee
Class A (CHF)	CHF Equivalent of EUR 100,000	N/A	Quarterly	90 days	2%	20%
Class A (EUR)	EUR 100,000	N/A	Quarterly	90 days	2%	20%
Class A (GBP)	GBP Equivalent of 100,000	N/A	Quarterly	90 days	2%	20%
Class A (USD)	USD Equivalent of EUR 100,000	N/A	Quarterly	90 days	2%	20%
Class M (EUR)	EUR 100,000	N/A	Quarterly	90 days	N/A	N/A
Class M (GBP)	GBP Equivalent of EUR 100,000	N/A	Quarterly	90 days	N/A	N/A

Class A

Class A Shares will be available for subscription by all eligible investors.

Class M

Class M Shares are reserved only for subscription by the Investment Manager or its Connected Persons/Affiliates.

General

The General Partner may, in its sole discretion, apply to HM Revenue & Customs for approval of any Class as a reporting fund for UK tax purposes. Although in such case the General Partner will endeavour to ensure that approval as a reporting fund is obtained and maintained in respect of such Classes, this cannot be guaranteed. Investors are referred to HM Revenue & Customs' published list of reporting funds for a list of those Classes which have been approved as reporting funds.

Each Class will invest in the corresponding Master Class of Master Fund Shares. Issue proceeds will be transferred by the Fund to the Prime Brokers on behalf of the Master Fund as soon as is practicable for investment by the Master Fund and vice versa to meet redemption requests by Limited Shareholders and expenses of the Fund.

The General Partner may, in its sole discretion, also permit investment in Master Fund Shares through one or more feeder funds, in addition to the Fund, where it considers it appropriate.

The General Partner may close or re-open a Class to new investors or to further investment in their absolute discretion.

The General Partner reserves the right to create one or more Classes or Series of Shares which may carry different rights and obligations, *inter alia*, with regard to their distribution policy, their fee structure, their minimum subscription and holding amounts or their target investors, as long as all relevant provisions of this Information Memorandum and the Articles are complied with.

The performance of the different Classes and Series will vary from each other due to their different fee arrangements and different exposure to currencies. Otherwise, all Classes will have exposure to the same underlying securities and investment philosophy and approach. Limited Shareholders of the same Class or Series will be treated equally *pro rata* to the number of Shares of such Class or Series held by them.

In case of the launch of an additional Class of Shares, this Information Memorandum will be updated as appropriate.

BASE CURRENCY

The base currency of the Company and the Master Company is the euro and the annual accounts for each of the Company and the Master Company will be prepared in euro. The accounts of the Fund and the Master Fund will also be prepared in euro. The accounts of each Class will, however, will be presented in their respective currency of denomination.

Although the base currency is euro, the Master Fund anticipates holding assets denominated in currencies other than euro and entering into foreign exchange transactions selectively with the aim of enhancing or maintaining the value of the Master Fund's portfolio in absolute terms. If this currency exposure is unhedged, the value of the Master Fund's portfolio will fluctuate with exchange rates as well as with price changes of the Master Fund's investments in the relevant markets and currencies.

In addition as certain Classes are denominated in currencies other than the base currency, the Master Fund may engage in foreign exchange hedging transactions for such Class(es) with a view to mitigating, so far as practicable, the effect of currency movements between the currency in which such Class is denominated and the base currency. The benefits, losses and expenses relating to such hedging transactions shall be for the account of the relevant Class.

Although the Master Fund may enter into hedging transactions, it is not obliged to, and will only do so as determined by the Investment Manager in its sole discretion. There can be no assurance that such hedging transactions, if conducted, will be successful.

INVESTMENT OBJECTIVE AND INVESTMENT STRATEGY AND PROCESS

Investment Objective

The sole object of the Master Fund is the collective investment of its funds in assets with the aim of spreading the investment risks and giving investors the benefit of the results of the management of their assets thereby seeking to achieve long-term capital growth in absolute terms with a strong focus on capital preservation.

The Fund is required to and shall invest all of its assets (to the extent not retained in cash for purposes of redemptions or investments in the Master Fund, and otherwise in respect of administrative expenses) in the Master Fund. Any cash held at the level of the Fund in accordance with the foregoing will be held on an intraday basis only.

There can be no assurance that the Master Fund will achieve its investment objective and losses may be incurred.

Investment Strategy and Process

The Master Fund is designed to provide investors with the opportunity of investing primarily in bonds (including, without limitation, corporate and financial bonds and convertible bonds) and other related debt instruments (such as corporate loans) and, on an ancillary basis, in equities, by targeting investments in credit opportunities and special situations opportunities and opportunistic equity across all industry sectors. The Master Fund may be exposed without limitation to non-investment grade debt instruments, including distressed and defaulted instruments.

The primary focus will be on Europe but, opportunistically, the Investment Manager may focus on investments in North America or other developed markets. It is currently anticipated that, following an initial ramp up period, at least seventy per cent. (70%) of the Master Fund's net asset value will be invested in the securities of companies with a material presence and operations in Western Europe.

The credit, special situations and tactical opportunities that the Master Fund will target are opportunities in instruments that are mispriced, *inter alia*, due to their (i) complexity, (ii) perception as negative events/trends/factors, (iii) lack of clear investor base and (iv) perception as risky investments from a legal/industry/regulatory/other risk perspective.

The Investment Manager intends to focus its selection of the investments based on the features and growth prospects of the target securities. The Investment Manager's analysis of the industry features as well as the historical and expected financial performance of the issuer and the legal documentation will for an important part of the Investment Manager's decision-making process.

The Master Fund will follow a long/short investment strategy in order to benefit from turnaround/recovery situation with the objective of price appreciation.

The Investment Manager may use transactions in financial derivative instruments for hedging, cash management and investment purposes, including credit default swaps on a single name or on an index and equity derivatives traded on a regulated market and/or over-the-counter, with the aim of reducing risk or managing the Master Fund in an efficient way and notably for the management of, among others, market risk, foreign exchange risk, interest rates risk, credit risk, volatility and/or inflation risks and any other risks.

The assets of the Master Fund which are not invested pursuant to the above policy shall be invested in liquid assets including but not limited to cash, money market instruments, shares / units of money market funds, or deposits. These investments will be made on an ancillary basis and shall not be considered as the main objective of the Master Fund.

The Master Fund may also hold or invest in cash or cash equivalents, interest bearing accounts of a bank or broker, money market instruments, money market funds, certificates of deposit and such other assets as the General Partner and/or the Investment Manager may consider appropriate in their or its sole discretion.

The Master Fund may also hold cash on a temporary basis in connection with subscriptions, redemptions or the processing of other payments or receipts.

Risk Spreading Principle

In accordance with the 2016 Law, the investment program of each compartment of the Company and of the Master Fund shall be based on the principle of risk spreading. By analogy with the principle of risk spreading applicable to Luxembourg specialised investment funds ("**SIFs**") governed by the Luxembourg law of 13 February 2007 on SIFs, the General Partner shall comply with the diversification guidelines applicable to SIFs as stated in the CSSF Circular 07/309.

The Master Fund shall be managed under the principle of risk spreading in accordance with Circular CSSF 07/309. In that respect, the Master Fund shall, *mutatis mutandis* in line with the rules set out in Circular CSSF 07/309, not invest more than 30% of its net assets in any single investment. This restriction is not applicable to the acquisition of:

(a) units or shares of any other investment fund if such investment fund is subject to risk diversification requirements comparable to those set out in the Circular CSSF 07/309; or

(b) securities issued or guaranteed by a member state of the OECD or by its local authority or by supranational institutions and organisations with European, regional or worldwide scope.

Notwithstanding the foregoing, given the investment strategy of the Master Fund, its participation in individual investments may exceed the diversification limit describer in this section during the first 18 months following the first Subscription Dealing Day on which subscription moneys are received (a "ramp-up" period").

Sustainable Finance Disclosure

Pre-contractual disclosure under Article 6 and Article 7(2) SFDR

The AIFM has delegated the discretion to make investment decisions on behalf of both the Fund and the Master Fund to the Investment Manager. The process outlined below is that of the Investment Manager as delegate of the AIFM.

In managing the investments of the Master Fund, the Investment Manager takes account of sustainability risks arising and the potential financial impact of such risks on the return of an investment. A sustainability risk is an environmental, social or governance ("**ESG**") event or condition that, if it occurs, could cause an actual or a potential material negative impact on the value of the investment (sustainability risks are referred to in this document as "**ESG Risks**"). The Investment Manager believes that consideration of ESG Risks as part of the investment and due diligence process is a necessary aspect of evaluating the risk associated with the relevant investment and, accordingly, the return to the Master Fund and the Fund. By taking ESG Risks into consideration during its investment decision making and due diligence process, the intention of the Investment Manager is to manage such ESG Risks in a way that ESG Risks do not have a material impact on the performance of the Master Fund and the Fund over and above the risks in relation to the investment which are already highlighted in the "Risk Factors" section of this Information Memorandum. There is, however, no guarantee that ESG Risks arising will not negatively impact the performance and return of the Master Fund and in return the Fund.

Notwithstanding the foregoing, the presence of ESG Risks does not mean that an investment will not be made. The Master Fund may still make investments where ESG Risks have been identified but the Investment Manager believes that the potential financial advantages of such investments outweigh those ESG Risks and/or that ESG risks can be effectively mitigated.

The consideration of ESG Risks and any impact on the value of the Master Fund is part of the ongoing assessment and management of assets of the Master Fund and the Fund carried out by the Investment Manager for the full life cycle of the Fund.

Principal Adverse Impacts

The Investment Manager does not currently take into account adverse impacts of its investment decisions on sustainability factors (including environmental, social and employee matters, respect for human rights, and anti-corruption and anti-bribery matters) with respect to the Fund and/or the Master Fund given the difficulties in

obtaining the necessary information due to the investment strategy and resources required to put in place the necessary processes.

Pre-contractual disclosure under Article 7 Taxonomy Regulation

The investments underlying this financial product do not take into account the EU criteria for environmentally sustainable economic activities.

General

As at the date of the current Information Memorandum, the Master Fund and the Fund do not have as their objective sustainable investments nor do they promote environmental/social characteristics as provided by Article 9 and/or Article 8 of SFDR. Following the commencement of the Master Fund and the Fund, the General Partner may, in collaboration with the AIFM, cause the Master Fund and the Fund to meet the qualifications under Article 8 of the SFDR and the General Partner may make such changes as are required to the terms of the Master Fund and the Fund in order to permit each of them to meet the qualifications under Article 8 of the SFDR. Limited Shareholders will be notified in writing prior to any such changes taking effect.

Investment via Subsidiaries

The Master Fund may make investments through subsidiaries or otherwise indirectly through holding the securities of intermediate holding companies, special purpose vehicles or other entities. The General Partner, on behalf of the Master Fund, has the power to establish subsidiaries or other vehicles through which investments may be made and reserves the right to use this power where it is considered to be in the interests of the Master Fund or current or prospective investors, conducive to the good management and administration of the Master Fund or conducive to achieving the investment objective of the Master Fund.

Changes to the Investment Objective and the Investment Strategy and Process

Changes to the investment objective and investment strategy and process of the Master Fund and the Fund as set out above may be made by the General Partner, except for any amendments to the Articles which shall be governed by the rules contained in the 1915 Law and the Articles. Changes to the Information Memorandum believed by the General Partner to be material will be notified to investors in advance of the change taking effect.

Borrowing and Leverage

The Master Fund may employ leverage by borrowing funds from brokerage firms, banks and other financial institutions and/or by the use of securities lending arrangements, derivatives and other instruments in order to fund redemption requests and as part of its investment strategy. In each case, leverage may be obtained on an unsecured or secured/collateralised basis. The Fund will be exposed to such borrowing and/or leverage through its investment in the Master Fund. The Fund is not otherwise expected to engage in borrowing or make use of leverage.

The Master Fund's borrowing and leveraging capacity is limited to an amount equal to:

(a) 300% per cent. of the net asset value of the Master Fund when calculated in accordance with the "commitment" method set out in the AIFMD Rules; and

(b) 450% per cent. of the net asset value of the Master Fund when calculated in accordance with the "gross" method set out in the AIFMD Rules.

The calculation and disclosure of such maximum leverage limits is required in order to satisfy the requirements of the AIFMD Rules. However, the AIFM expects the typical leverage levels to be lower than the maximum levels stated above. The AIFM reserves the right to exceed the above stated levels when it considers it appropriate to do so in light of the Master Fund's constituted portfolio and perceived investment opportunities. The Investment Manager will inform investors to the extent such leverage limits are exceeded in accordance with the AIFMD Rules.

The Master Fund does not currently grant any guarantee under any leveraging arrangement. The grant of any such guarantee would be disclosed to investors in accordance with the AIFMD Rules.

Save as set out herein, there are no restrictions on the Master Fund's use of leverage, by borrowing or otherwise, other than those which may be imposed by applicable law, rule or regulation.

Co-Investment Policy

The Investment Manager may provide co-investment opportunities arising from the Master Fund's activities to one or more investors in the Fund and/or the Master Fund, their Affiliates or any other persons, on such terms and in such proportions as the Investment Manager determines, in its sole discretion, through one or more Co-Investment Vehicles. Co-Investment Vehicles may have different compensation arrangements with the Investment Manager and the investors therein may invest on different terms from the investors of the Fund and/or the Master Fund.

Risk Management

The AIFM operates risk management systems for the purposes of identifying, measuring and monitoring the risks relevant to the investment objective, policy and strategy of the Master Fund. Risk management is an integral part of the investment process. The AIFM meets its risk management objectives by operating according to its risk management policy. The policy and the related procedures allocate risk management responsibilities, stipulate necessary systems and controls and define the main areas of risk.

In accordance with the AIFMD Rules, the AIFM has established a permanent, independent risk management function and given it the necessary authority to fulfil its risk management objectives.

These systems are subject to robust controls and backup arrangements as well as regular testing and review as part of operational risk management.

Market, liquidity, and counterparty risks are managed at the position, strategy, institution, and portfolio levels. The approach involves both quantitative and qualitative analysis and metrics, adapted to the risk characteristics of the different investment strategies as well as to the profile of the aggregate portfolio. Normal and stressed market conditions are considered. In the case of liquidity risks, the potential behaviour of liquidity sources is also taken into account.

The AIFM may adopt all, some or none of the risk management systems described above and may also undertake risk management activities other than those described above or risk management activities that are variations of those described above.

Securities Financing Transactions, Derivative Instruments and Collateral and Asset Re-use Arrangements

The Master Fund may invest in derivative instruments traded on exchange or over-the-counter, including forwards, futures, options, and swaps on equities, rates, indices, bonds, currencies and other asset classes and may purchase warrants, in each case for investment purposes as well as to hedge market and currency exposure ("**Derivatives Transactions**"). The Master Fund may also enter into securities and commodities lending and borrowing trades, repurchase and reverse repurchase transactions, sell and buy-back and buy and sell-back transactions, margin lending arrangements and other similar transactions on both debt and equity securities ("**Securities Financing Transactions**") in pursuit of the Master Fund's investment strategy.

The Master Fund may enter into Derivative Transactions and/or Securities Financing Transactions with the Prime Brokers and/or other brokers and/or trading counterparties (each a "**Trading Counterparty**"). The Master Fund will only enter into Derivatives Transactions and Securities Financing Transactions with Trading Counterparties which the General Partner believes to be reputable and creditworthy. In determining such creditworthiness, the General Partner will have regard to any credit rating of the relevant Trading Counterparty and/or the availability of any guarantee and/or collateral cover. Trading Counterparties may be entitled to receive a fee or commission in respect of any Derivative Transaction or Securities Financing Transaction executed by the Master Fund, which may be reflected in the economics of the relevant transaction.

The Master Fund's collateral and asset re-use arrangements may vary between Trading Counterparties:

(a) The Master Fund's current collateral and asset re-use arrangements with the Prime Brokers are described in the section headed "*Prime Brokers*" below.

(b) The Master Fund may be required to deliver collateral from time to time to its Trading Counterparties (other than the Prime Brokers) under the terms of the relevant Derivatives Transactions and/or Securities Financing Transactions, by posting cash and/or securities as initial margin and variation margin. It is expected that variation margin will be calculated on a daily mark-to-market basis. The Master Fund may also deposit collateral as security with a Trading Counterparty as broker.

The treatment of such collateral varies according to the type of transaction and where it is traded. Under transfer of title or re-use arrangements, securities and other assets deposited as collateral will generally become the absolute property of the Trading Counterparty, when the collateral is deposited or, as the case may be, at the time of re-use and the Master Fund will have a right to the return of equivalent assets. A right to the return of equivalent assets will normally be unsecured and the collateral will be at risk in the event of the insolvency of the Trading Counterparty. There are generally no restrictions on the re-use of collateral by such Trading Counterparties.

Collateral in the form of securities may also be held as a custody asset of the Master Fund subject to a charge given in favour of the Trading Counterparty and, in some cases, other members of the Trading Counterparty's group as security for the Master Fund's obligations to the Trading Counterparty (and, where applicable, other members of its group). When collateral in the form of securities is held subject to a charge, the Master Fund will retain a proprietary interest in such collateral. Generally, on the insolvency of the Trading Counterparty, while the Master Fund will retain its proprietary interest in the collateral, this may be subject to stays of action, delays and/or additional charges as part of the insolvency process.

Cash collateral will generally be transferred to the relevant Trading Counterparty and constitute an asset of such Trading Counterparty and the Master Fund will be an unsecured creditor with respect to the return of such cash on the insolvency of the relevant Trading Counterparty.

(c) The Master Fund is generally expected to enter into Derivative Transactions and/or Securities Financing Transactions under which it is entitled to collect variation margin as security. In respect of such instruments, the Master Fund may in certain circumstances receive both in the form of cash and securities (which, in the case of Derivative Transactions, is generally expected to comprise variation margin posted by a Trading Counterparty to cover the Master Fund's exposures under OTC derivative transactions). Collateral received will typically be valued on a daily mark-to-market basis in accordance with the Valuation Policy (as defined below under "*Valuations*"). It is anticipated that such collateral will generally be restricted to cash and/or high-quality government bonds of any maturity which will be held by the Prime Brokers and/or their respective sub-custodians in its capacity as sub-custodians for the Master Fund as described under "*Prime Brokers*" below. Collateral received, other than cash, is generally expected to be liquid such that it can be sold quickly at a price that is close to pre-sale valuation. Collateral received is not expected to display a high correlation with the performance of the Trading Counterparty. Subject to the terms of this Information Memorandum, collateral accepted is not subject to any diversification requirements. There are generally no restrictions on the re-use of collateral by the Master Fund under the terms of the Master Company Articles and this Information Memorandum.

There are no restrictions under the Master Company Articles and this Information Memorandum on the proportion of the Master Fund's net asset value which may be invested in Securities Financing Transactions and total return swaps having an equivalent economic effect and the Investment Manager anticipates that:

(a) up to a maximum of 100% per cent. of the Master Fund's net asset value may be invested in Securities Financing Transactions and total return swaps having an equivalent economic effect; and

(b) in normal market conditions, 50% per cent. of the Master Fund's net asset value is expected to be invested in Securities Financing Transactions and total return swaps having an equivalent economic effect.

The AIFM and the Investment Manager are not entitled to any fee or commission from any person other than the Master Fund in connection with the Master Fund's investments in Derivative Transactions and Securities Financing Transactions.

Any changes to the right of re-use of collateral will be disclosed to investors in accordance with the AIFMD Rules and the SFTR Regulations.

ACCUMULATION POLICY

Income and capital gains will normally be accumulated and reinvested, and the Fund will not ordinarily, but may at the General Partner's absolute discretion, make distributions by way of dividend or otherwise in respect of Shares. However, if dividends are declared, such dividends may be paid out of accumulated net income and also out of accumulated realised and unrealised capital gains less accumulated realised and unrealised losses.

Subject to the 2016 Law, dividends may be declared, in the sole discretion of the General Partner, including in circumstances where it is deemed appropriate to reduce the size of the Master Fund and/or the Fund to a level believed by the General Partner to be suitable for pursuing the Master Fund's investment objective. No Limited Shareholder consent will be required in order to effect such a distribution.

The General Partner will notify the Limited Shareholders of any change in the above policies.

MANAGEMENT

The Board of Managers of the General Partner

The Board of Managers of the General Partner are responsible for the management of the Company (and the Fund) and the Master Company (and the Master Fund) respectively.

The General Partner shall have at least three (3) Managers. As of the date of this Information Memorandum, the Managers of the General Partner are:

Sandro Patti

Sandro Patti is the founder of Valiant Asset Management. Prior to founding Valiant Asset Management, Sandro worked for more than seven years in the Special Situations Division of Bain Capital, latterly as a partner in the European Corporate Distressed team. Prior to that, Sandro was a founding partner of Gladwyne Investments, a European event driven credit investment manager. Sandro started his career as an analyst in the Investment Banking group at Goldman Sachs.

Sandro holds a BA in Financial Institutions and Financial Markets from the Università Bocconi (2004) and an MSc in Management (Major: Corporate Finance) from the Università Bocconi (2007).

Carlo Montagna

Carlo Montagna is a Partner of The Directors' Office, a practice of independent directors in Luxembourg, and a member of the board of directors of various organisations. Prior to this, Carlo served for more than five years as managing director of The Bank of New York Mellon. Carlo also worked for more than three years for IMI Bank (Lux) S.A., latterly as the General Manager, during which he was a member of the board of directors of various organisations. Carlo started his career as a money market trader for the Intesa Sanpaolo Group.

Carlo holds a BA in Economics and Law from the University of Pavia (1985) and studied at ICMB Geneva (1995).

Patrice Molinari

Patrice Molinari has more than 17 years of private equity/venture capital experience in Europe and emerging markets with a wide and active business network in Africa, Asia and the Middle East. Patrice previously worked for more than five years as a Senior Investment Manager at the European Investment Bank and three years as an Investment Officer at the International Finance Corporation. Patrice has also held senior leadership roles at various organisations, including Vice President of the Equity, M&A and New Ventures section of KGL Investment Company K.S.C.C., Director of the Private Equity section of Noor Financial Investment Company, Senior Director of the Private Equity section of Regulus Capital, and director and Head of Private Equity Investments of Al Najah Education LLC and Diamond Lifestyle Limited.

Patrice holds Master's degrees in Aeronautical Engineering from Ecole Nationale De L'Aviation Civile and International Studies from the Lauder Institute, University of Pennsylvania, as well as MBAs from INSEAD and the Wharton School.

The AIFM

Each of the Company and the Master Company (acting through the General Partner) has appointed the AIFM to act as the external authorised Alternative Investment Fund Manager pursuant to the terms of the AIFM Agreement.

The AIFM is a public limited company (*société anonyme*) incorporated under the laws of the Grand Duchy of Luxembourg and registered with the RCS under number B28949. The AIFM is authorised by the CSSF as an alternative investment fund manager pursuant to the 2013 Law.

The AIFM's main business is the provision of fund management services to collective investment schemes such as the Company and the Master Company.

The AIFM is responsible for the portfolio management of the Company and the Master Company and exercising the risk management function in respect of the Company and the Master Company. Under the AIFM Agreement, the AIFM has full discretion to invest the assets of the Master Fund in accordance with the investment objective

and investment strategy and process described in this Information Memorandum, the Articles and the Master Company Articles and in accordance with applicable laws, regulations, circulars (including those issued by the CSSF) and internal policies.

As the Alternative Investment Fund Manager of the Company and the Master Company, the AIFM is responsible for ensuring compliance with the AIFMD Rules and the 2016 Law in respect of the Company and the Master Company.

The AIFM may be replaced as the Alternative Investment Fund Manager of the Company and the Master Company in the discretion of the General Partner provided that such replacement is appropriately authorised and regulated as an Alternative Investment Fund Manager under the AIFMD Rules.

The AIFM has a liquidity management policy which is designed to enable it to monitor the liquidity risk of the Company (and the Fund) and the Master Company (and the Master Fund). The systems and procedures employed by the AIFM in this regard allow it to apply various tools and arrangements necessary to respond appropriately to liquidity concerns.

The AIFM manages liquidity risk, taking into account the investment strategy and the liquidity profile of the Fund and the Master Fund. For this purpose, it seeks to ensure that sufficient immediately liquid assets are available to mitigate potential cash outflows caused by stressed market environments. The AIFM will oversee the Investment Manager in respect of its management of liquidity risk.

As further described below, the AIFM, with the consent of the General Partner, has delegated the portfolio management function in relation to the Fund and the Master Fund to the Investment Manager. Notwithstanding any delegation, the AIFM will remain liable to the Fund and the Master Fund for the proper performance of its portfolio management functions. The Investment Manager shall have the ultimate responsibility for making any investment or divestment decisions on behalf of the Fund and the Master Fund, subject to the oversight of the AIFM. The AIFM shall have the ultimate responsibility for the oversight of any of the other powers, rights and discretions and the performance of duties and functions delegated to the Investment Manager (as applicable), subject to the ultimate general supervision of the General Partner.

The AIFM maintains and operates effective organisational and administrative arrangements designed to identify, prevent, manage, monitor and disclose conflicts of interest in order to prevent them from adversely affecting the interests of the Fund, the Limited Shareholders and the Master Fund. In the event of actual or potential conflicts of interest, the AIFM shall disclose, monitor and manage such conflicts in accordance with the AIFMD Rules in order to prevent them from adversely affecting the interests of the Fund, the Limited Shareholders and the Master Fund and in order to ensure that the investors in each of the Fund and the Master Fund are fairly treated.

A summary of the AIFM's risk management procedures can be found above under "*Risk Management*" and, to the extent required by the AIFMD Rules, will be made available at the same time as the annual accounts and as otherwise determined by the Investment Manager in accordance with the AIFMD Rules.

The AIFM Agreement provides that, in the absence of the AIFM's fraud, negligence, wilful misconduct or breach of applicable law and regulation, the AIFM shall not be liable to the Master Fund or the Fund with respect to any act or omission in connection with the duties and obligations performed by the AIFM pursuant to the AIFM Agreement.

Each of the Master Fund and the Fund has agreed to indemnify and hold harmless the AIFM from all costs, expenses, losses, damages, liabilities, demands, charges and claims of any kind or nature whatsoever (including, without limitation, any reasonable legal expenses and costs and expenses relating to investigating or defending any demands, charges and claims) that are incurred directly by it or made against it either (i) as a consequence of any breach by the Master Fund or the Fund of the AIFM Agreement or (ii) arising out of any action properly taken or omitted by the AIFM in accordance with the AIFM Agreement and/or in accordance with proper instructions where required, or (iii) as a result of the non-payment by the Master Fund or the Fund of any amount falling due under the AIFM Agreement.

The AIFM Agreement may be terminated at any time on at least three (3) months' prior written notice or immediately upon the occurrence of certain events set out in the AIFM Agreement, including a breach of the AIFM Agreement which is not cured in accordance with the terms thereof or insolvency.

The Investment Manager

The AIFM has delegated the provision of day-to-day portfolio management, marketing and certain other services in respect of the Fund and the Master Fund to the Investment Manager in accordance with the Investment Management Agreement.

The Investment Manager was incorporated in England and Wales on 17 July 2009 (registered number: OC347227) and is authorised and regulated by the FCA in the conduct of its investment management business under the FCA Rules.

The Investment Management Agreement

Pursuant to the Investment Management Agreement, the Investment Manager has full discretion, subject to the responsibility and supervision of the General Partner and the AIFM subject to the AIFMD Rules, for the investment of the assets of the Fund and the Master Fund in a manner consistent with the investment objective and investment strategy and process described in this Information Memorandum.

The Investment Manager also has in place risk management systems for seeking to identify, measure, manage and monitor the risks of the Fund. The Investment Manager has also been appointed to market the Shares. The Investment Manager may at its discretion appoint marketing agents.

The Investment Manager may delegate any of its functions, powers and duties under the Investment Management Agreement in accordance with its terms.

Under the terms of the Investment Management Agreement, each of the Master Company (out of the assets of the Master Fund) and the Company (out of the assets of the Fund) has agreed to indemnify and hold harmless the Investment Manager and its officers, employees and directors in respect of all claims, demands, liabilities, obligations, losses, damages, penalties, actions, judgements, suits, costs, expenses or disbursements of any kind or nature whatsoever (including the cost of investigating or defending against such claims demands or liabilities and any legal costs incurred in connection therewith) resulting from the fact that the Investment Manager or employees, officers, directors, agents or delegates appointed by the Investment Manager have acted under the Investment Management Agreement in accordance with proper instructions or authorised under the Investment Management Agreement and not resulting from a material breach of the Investment Management Agreement, negligence, bad faith, violation of law, wilful misconduct, misfeasance, fraud or wilful default or reckless disregard of its duties under the Investment Management Agreement by the Investment Manager or its employees, officers, directors.

The Investment Management Agreement may be terminated at any time on at least three (3) months' prior written notice or immediately upon the occurrence of certain events set out in the Investment Management Agreement, including a breach of the Investment Management Agreement which is not cured in accordance with the terms thereof or insolvency.

Valiant Asset Management

The Investment Manager has entered into a Secondment Agreement with Valiant Asset Management pursuant to which Valiant Asset Management provides the Investment Manager with services and personnel to assist it with the provision of portfolio management services. These arrangements include the secondment by Valiant Asset Management of Sandro Patti to the Investment Manager to act as the chief investment officer of the Fund and the Master Fund.

Marketing services will be provided by Valiant Asset Management acting as an appointed representative of the Investment Manager.

Strategic Advisor

The Company, acting in relation to the Master Fund and the Fund, has appointed the Strategic Advisor to provide strategic advice in relation to the structuring, operation and capital raising activities of the Master Fund and the Fund.

The Strategic Advisor was incorporated in England and Wales on 15 October 2009 with company number 07044573.

Under the terms of the Strategic Advisory Agreement, the General Partner has agreed (out of the assets of the Master Fund) to indemnify and hold harmless the Strategic Advisor and its officers, employees and directors in respect of all claims, demands, liabilities, obligations, losses, damages, penalties, actions, judgements, suits, costs, expenses or disbursements of any kind or nature whatsoever (including the cost of investigating or defending against such claims demands or liabilities and any legal costs incurred in connection therewith) resulting from the fact that the Strategic Advisor or employees, officers, directors, agents or delegates appointed by the Strategic Advisor have acted under the Strategic Advisory Agreement in accordance with proper instructions or authorised under the Strategic Advisory Agreement and not resulting from a material breach of the Strategic Advisory Agreement, negligence, bad faith, violation of law, wilful misconduct, misfeasance, fraud or wilful default or reckless disregard of the Strategic Advisor's duties under the Strategic Advisory Agreement on the part of the Strategic Advisor or its employees, officers, directors.

The Strategic Advisory Agreement will remain in force for an unlimited period of time until any party thereto terminates the Strategic Advisory Agreement by giving to the others at least one hundred and eighty (180) days' prior written notice. Notwithstanding the preceding, the Strategic Advisory Agreement may be terminated by any party on at least ninety (90) days' prior written notice to the other parties in the event that any party or any of its officers or employees (i) is in material breach of the Strategic Advisory Agreement, (ii) is the subject of any regulatory investigation or regulatory enforcement action which may materially and adversely affect the other parties or the Master Fund and/or the Fund or (iii) is investigated, prosecuted or convicted of any criminal offence.

Following termination of the Strategic Advisory Agreement, the Strategic Advisor will continue to be entitled to participate in the Management Fee and the Performance Fee for the thirty (30) month period immediately following the effective date of such termination (the "**Termination Effective Date**" and the "**Tail Period**"). In addition, with respect to any investors introduced to the Fund by the Strategic Advisor which invest in the Fund prior to the six (6) month anniversary of the Termination Effective Date, the Strategic Advisor will be entitled to receive the Strategic Advisor Fees in respect of such introduced investors with effect from the relevant subscription date until the end of the Tail Period.

ADMINISTRATION

Citco Fund Services (Luxembourg) S.A. (the "**Administrator**") has been appointed to act as the administrator pursuant to an administration agreement entered into with the Company and the Master Company (the "Administration Agreement"). The Administrator is a public limited liability company (société anonyme) and has its registered office at 20, rue de la Poste, L-2346, Luxembourg, Grand Duchy of Luxembourg. The Administrator is authorised by the CSSF.

The Administrator is responsible for certain accounting, administration and investor services to the Company (including the Fund) and the Master Company (including the Master Fund) as set out in the Administration Agreement. These services include: maintaining the books and records of the Fund and the Master Fund (including the register of investors, and records of the Fund and the Master Fund's investment, capital, income and expense activities); calculating the NAV of the Fund and the Master Fund in accordance with the Fund and the Master Fund's valuation policy; processing investor capital account activity; allocating income, expenses, gains and losses to capital accounts; maintaining capital accounts; calculating the management fee and incentive allocation; performing client due diligence and anti-money laundering verifications on the investors; receiving and processing subscription agreements; disseminating capital call and distribution notices; and distributing audited financial statements and unaudited investor statements and performance reports to investors and their contacts.

The duties and responsibilities of the Administrator in relation to the Company (including the Fund) and the Master Company (including the Master Fund) are set out in the Administration Agreement and with the exception of performing such duties and responsibilities, the Administrator is not involved directly or indirectly with the business affairs, organisation, sponsorship or management of the Company (including the Fund) and the Master Company (including the Master Fund).

The AIFM/General Partner is solely responsible for the pricing of the Fund and the Master Fund's portfolio securities and other assets. For the purposes of determining the net asset value of the Fund and the Master Fund, the Administrator shall, and shall be entitled to, accept, use and rely, without enquiry, the valuations provided by the AIFM/General Partner and/or other authorized agents of the Fund and the Master Fund and shall not be liable to the Fund and the Master Fund or any other person in doing so. The Administrator assumes no liability or responsibility for ensuring that the values of the Fund and the Master Fund's investments, as provided to it by the AIFM/General Partner and/or other authorized agents of the Fund and the Master Fund have been determined in accordance with the valuation policies and procedures adopted by the Fund and the Master Fund.

The Administrator's obligations under the Administration Agreement do not include a duty to independently confirm the Fund and the Master Fund's investments with any counterparty and particularly where investments are not held, maintained or otherwise custodied with third parties (such as a broker, custodian or bank), the Administrator will not be able to confirm such investments. The Administrator will be dependent upon the last available information provided by the investment/portfolio company's representatives or the AIFM/General Partner/Investment Manager's assurances that the Fund and the Master Fund continues to hold such investments.

The Administration Agreement can be terminated by either the Company and the Master Company or the Administrator and/or its affiliates, as applicable, on not less than 90 days' (or such shorter period as the other party may agree) prior written notice. The Administration Agreement may be terminated immediately by notice in writing by any party if: (i) another party commits a material breach of its obligations under the Administration Agreement which, if capable of being remedied, is not remedied within thirty days of receipt of written notice from a non-defaulting party requiring it to do so; (ii) another party commits any material breach of its obligations under the Administration Agreement that is not capable of remedy; (iii) another party commits any persistent material breach, whether or not it is remedied in a timely manner or capable of remedy, (iv) the other party is unable to pay its debts as they fall due, goes into bankruptcy or liquidation (except for a voluntary liquidation for the purposes of reconstruction or amalgamation upon terms previously approved in writing by the non-defaulting party), is dissolved, suspends payments or if a receiver is appointed over any assets of the other party or any security interest over any of the assets of the Fund becomes capable of enforcement, (v) if the other party ceases or suspends carrying on its business that, in the reasonable opinion of the other party, is material in the context of the Administration Agreement, (vi) if the other party is or becomes subject to any investigation or proceeding of any regulatory body in any applicable jurisdiction having jurisdiction over any such entity or person (as the case may be), (other than any audit examination or inquiry of a routine nature by any taxation, regulatory or self-regulatory agency); or (vii) it is or becomes unlawful for another party to carry on its business.

The Administrator and/or its affiliates may also terminate the Administration Agreement immediately: (i) if the Company and the Master Company's AIFM as of the date of the Administration Agreement is succeeded by a person that is not reasonably acceptable to the Administrator.

In the absence of gross negligence, fraud or wilful misconduct, in each case as finally determined by a court of competent jurisdiction, by the Administrator and its affiliates in the performance of its duties under the Administration Agreement, the Administrator and/or its affiliates shall not be liable to the Company and the Master Company on account of anything done, omitted or suffered by the Administrator and its affiliates in good faith in respect of the obligations under the Administration Agreement.

The Company and the Master Company will indemnify and keep indemnified the Administrator and its affiliates from and against any and all claims, losses, damages, liabilities, penalties, demands, suits, judgments, obligations, costs or expenses, including reasonable legal fees and expenses, which may be imposed on, incurred by or asserted against it howsoever arising (other than by reason of gross negligence, fraud or wilful misconduct, in each case as finally determined by a court of competent jurisdiction, on the part of the Administrator and its affiliates in connection with the proper performance of the Administrator's (including its affiliates, as applicable) duties and obligations under the Administration Agreement.

Subject to the terms of the Administration Agreement, the Administrator is entitled to receive a monthly fee with respect to certain services it provides to the Company (including the Fund) and the Master Company (including the Master Fund), payable monthly in advance out of the assets of the Master Company. The Administrator is also entitled to receipt of out-of-pocket expenses incurred on behalf of the Company and the Master Company.

The Administrator is a service provider to the Company (includes the Fund) and the Master Company (includes the Master Fund) and is not responsible for the information in, or preparation of, this Information Memorandum. The Administrator is not an auditor and does not provide any tax, accounting or auditing advice or assistance, nor is it a fiduciary to the Company (includes the Fund), Master Company (includes the Master Fund), the AIFM, the Investment Manager, the General Partner or the Fund and the Master Fund's investors. The Administrator is not responsible for any investment decisions of the Fund and the Master Fund (all of which will be made solely by the General Partner/Investment Manager on behalf of the Fund and the Master Fund). The Administrator will not provide any investment advisory or management services to the AIFM, the General Partner, the Investment Manager, the Company (includes the Fund) or the Master Company (includes the Master Fund) and therefore will not be in any way responsible for the Fund and the Master Fund's performance. The Administration Agreement does not create any contractual rights against or reliance on the Administrator by any person not a party thereto including, without limitation, any investor or other counterparty appointed by the AIFM, the General Partner, the Investment Manager, the Company (includes the Fund), the Master Company (includes the Master Fund) and/or their affiliates. The Administrator will not be responsible for monitoring any investment restrictions or compliance with the investment restrictions and therefore will not be liable for any breach thereof.

Each Limited Shareholder is hereby notified that for purposes of article 41 (2 bis) of the law of 5 April 1993 on the financial sector as amended, for the duration of the Shareholder's investment in the Fund and/or the Master Fund and for the period prescribed under the applicable laws and regulations thereafter that:

(a) confidential and personal information submitted and/or provided to the Company, the Master Company, the General Partner, the Investment Manager the AIFM and/or their affiliates, the Administrator and/or its affiliates in connection with the Limited Shareholder's investment in the Fund and/or the Master Fund (as applicable) and details of such Limited Shareholder's interest may be disclosed to and processed by the Administrator and/or its affiliates in order for the Administrator and/or its affiliates to comply with their respective contractual, legal and regulatory obligations in connection with the services the Administrator is engaged to provide to the Company (includes the Fund) and the Master Company (includes the Master Fund). The categories of each Limited Shareholder's confidential and personal data the Administrator and/or its affiliates may transfer and process in connection with the Limited Shareholder's investment in the Fund and/or the Master Fund (as applicable) may include without limitation all anti-money laundering, counter-finance terrorism, know-your-customer identification and verification documents, including (i) names, dates of birth, citizenship, location of residence and birth place, passport, driver's licence; (ii) contact details and professional addresses (including physical address, email address and telephone number); (iii) account data, financial data, payment instructions and other information contained in any document the Limited Shareholder provides the Company and the Master Company; (iv) information regarding the Limited Shareholder's status under various laws and regulations, including social security number, tax status, income and assets; (v) information regarding the Limited Shareholder's interest and holdings in other funds or other investment vehicles managed and/or advised by the AIFM, the General Partner,

the Investment Manager and/or their respective affiliates; (vi) source of funds used to make the investment in the Fund and/or the Master Fund (as applicable) or other investment vehicle; (vii) data relating to any individual regarded as a politically exposed person; and (viii) criminal offences data (where relevant) ((i) to (vii) above together, "**Data**"); and

(b) its Data may be disclosed to and processed by the Administrator and/or its affiliates subject to and in accordance with the terms of the Administration Agreement and/or other terms of engagement with or in respect of the Fund and the Master Fund (which engagement includes the ability for the Administrator and/or its affiliates, to delegate and/or outsource to its group members and/or third parties certain of the services (including without limitation anti-money laundering checks, fund accounting, investor relations, tax, middle-office, company secretarial, treasury services) the Administrator has agreed to provide, which necessitate the transfer of the Limited Shareholder's Data to such persons) and such other parties which intervene in the process of the business relationship (e.g. external processing centres, dispatch or payment agents), in each case including without limitation companies or other entities based in countries outside Luxembourg (including without limitation the Administrator's affiliates located in Canada, Cayman Islands, Curacao, India, Ireland, Lithuania, the Netherlands, the Philippines, Singapore, Switzerland and the United States of America).

In addition, in certain circumstances, the Administrator and its affiliates, as service providers to the Company (includes the Fund) and the Master Fund (includes the Master Company), may act as "Data Controller" for purposes of GDPR, and further information can be accessed at: https://citco.com/footer/privacy-policy/.

DEPOSITARY

Pursuant to the Depositary Agreement, Citco Bank Nederland N.V. Luxembourg Branch has been appointed by the Company and the Master Company as depositary for the Company (including in respect of the Fund) and the Master Company (including in respect of the Master Fund) under AIFMD to provide certain custody, cash flow monitoring, asset verification and oversight services to the Company (including in respect of the Fund) and the Master Company (including in respect of the Master Fund) and in doing so the Depositary shall comply with the provisions of the AIFMD Rules, the 2016 Law and the terms of the Depositary Agreement.

Custody and Verification of Ownership

The Depositary will establish on its own books and records a segregated custody account or accounts opened in the name of the Master Fund for the deposit of assets received from time to time by the Depositary for the account of the Master Fund and which are capable of being registered in the Master Fund's custody account ("**Custody Assets**"). The Depositary will maintain its records which relate to the Custody Assets delivered to it so as to ensure that it can clearly identify the Custody Assets that are held solely on behalf of, and belong to, the Master Fund in accordance with applicable law at all times.

For assets of the Master Fund which are not capable of being held in custody ("**Other Assets**"), the Depositary will verify the ownership by the Master Fund of such Other Assets and will maintain a record of those Other Assets for which it is satisfied that the Master Fund or the AIFM acting on behalf of the Fund holds ownership of such Other Assets.

The Custody Assets and Other Assets of the Master Fund may be held by the Depositary or through a sub-custodian appointed by the Depositary. Custody Assets held by the Depositary or a sub-custodian will be registered in the name of the Depositary or the sub-custodian, the joint name of the Master Fund and the Depositary or a sub-custodian, or in the name of any nominee of the sub-custodian or the Depositary which nominee shall be assigned to hold the Custody Assets exclusively to the order of the Master Fund. Custody Assets may only be registered in the name of the Master Fund where registration in such market is in accordance with standard market practice.

Obligations in respect of Cash

The Depositary will establish on its own books and records a cash account or accounts for the deposit of any cash from time to time received by the Depositary for the account of the Fund or the Master Fund. The Depositary will maintain its records which relate to the cash delivered to it so as to ensure that it is readily apparent that the cash is held solely on behalf of, and belongs to, the Fund or the Master Fund (as the case may be) and does not belong to the Depositary or any of its Affiliates or to any sub-custodian or any of its or their Affiliates or to any of its or their other customers.

The Depositary will ensure that the Fund's and the Master Fund's cash flows are properly monitored and in particular will ensure that all payments made by or on behalf of Limited Shareholders upon the subscription for Shares have been received and that all cash of the Fund and the Master Fund has been booked in cash accounts opened in the name of the Fund or the Master Fund (as applicable) or in the name of the Depositary for the account of the Fund or the Master Fund (as the case may be) at an eligible institution in the relevant market where cash accounts are required.

Oversight Duties

The Depositary will (i) ensure that the sale, issue, repurchase and redemption of Shares and Master Fund Shares are carried out in accordance with applicable law, the Articles and this Information Memorandum, (ii) ensure that the values of the Shares and the Master Fund Shares are calculated in accordance with applicable law, the Articles and this Information Memorandum and the procedures laid down in the AIFMD Rules, (iii) ensure that in transactions involving the Fund's or the Master Fund's assets, any consideration is remitted to the Fund or the Master Fund (as the case may be) within the usual time limits, (iv) ensure that the Master Fund's and the Fund's income is applied in accordance with applicable law, the Articles and this Information Memorandum, and (v) carry out the instructions of the AIFM unless they conflict with applicable law, the Articles or the Master Company Articles (as applicable), the Information Memorandum or the Depositary Agreement or otherwise conflict with the rules of the CSSF.

Notwithstanding that the Depositary's liability will not be affected by any delegation in a case of a loss of the Master Fund's financial instruments held by a third party pursuant to Article 21(11) of AIFMD, the Depositary may discharge itself of liability if it can prove that:

a) all requirements for the delegation of its custody tasks set out in the second subparagraph of Article 21(11) of AIFMD have been met; and

b) a written contract between the Depositary and the third party expressly transfers the liability of the Depositary to the third party and makes it possible for the Master Fund, or the AIFM acting on behalf of the Master Fund, to make a claim against the third party in respect of the loss of financial instruments held in custody or for the Depositary to make such a claim on their behalf.

Any changes with respect to the liability regime applicable to the Depositary will be notified to investors without delay by way of a report to all investors in the Fund by the AIFM, the Company, the Master Company and/or the Administrator.

The Depositary has not been appointed to carry out any valuation functions in relation to the Fund and the Master Fund, including acting as an external valuer to independently value the assets of the Master Fund on behalf of the AIFM. The Depositary will not undertake portfolio management functions or risk management functions (within the meaning of Article 20 of AIFMD) in respect of the Fund and the Master Fund.

The Depositary does not act as a sponsor of the Fund and the Master Fund or assume any controlling duties. The Depositary does not warrant the contents of this Information Memorandum, nor is it involved in the management, administration or net asset value calculation of the Fund and the Master Fund.

Pursuant to the Depositary Agreement, *inter alia*, the Depositary may not delegate to third parties any of the functions entrusted to the Depositary by virtue of the AIFMD save for the safe-keeping functions in relation to financial instruments and other assets, provided, however, that the requirements for such delegation as provided for in the AIFMD and in Luxembourg Law have been complied with. The liability of the Depositary will not be affected unless the Depositary has discharged itself of its liability in accordance with AIFMD.

The Depositary shall be liable for direct losses incurred by the Fund and the Master Fund that result from (i) the failure by a sub-custodian to use reasonable care in the provision of custodial services by it in accordance with the standards prevailing in the relevant market or from the negligence, fraud or wilful misconduct of such sub-custodian in the provision of custodial services by it; or (ii) the insolvency of any affiliated sub-custodian. The Depositary shall not be liable for a loss of a financial instrument if the Depositary, pursuant to the Article 21(12) of AIFMD, can prove that the loss has arisen as a result of an external event beyond its reasonable control, the consequences of which would have been unavoidable despite all reasonable efforts to the contrary.

Provided that there is no negligence or intentional failure by the Depositary to properly fulfil its obligations under the Depositary Agreement and applicable law and regulation, each of the Master Fund and the Fund has agreed to indemnify and hold the Depositary harmless from and against:

a) any action taken or omitted by them, pursuant to instructions or otherwise, within the scope hereof if such act or omission was in good faith, without negligence or intentional failure to properly fulfil its obligations. In performing its obligations under the Depositary Agreement, the Depositary may rely on the genuineness of any document, which it believes in good faith to have been validly executed by or on behalf of the Master Fund and the Fund or any of their subsidiaries;

b) any liability or loss resulting from the imposition or assessment of any taxes or other governmental charges, and any related expenses with respect to any transactions in or income from the assets of the Master Fund and the Fund.

c) any losses, expenses, liabilities, obligations, damages, penalties, judgements, actions, suits, taxation or costs whatsoever imposed on, asserted against or incurred by them in the performance of the Depositary's obligations and duties under the Depositary Agreement; provided, however, that none of them shall be indemnified for their negligence or intentional failure to properly fulfil its obligations pursuant to the Depositary Agreement and applicable law and regulation. The Depositary's directors, officers, employees, shareholders, affiliates and agents shall also be indemnified and held harmless under this clause.

The Depositary Agreement may be terminated at any time on at least ninety (90) days' prior written notice or immediately upon the occurrence of certain events set out in the Depositary Agreement, including a breach of the Depositary Agreement which is not cured in accordance with the terms thereof or insolvency.

The General Partner and the AIFM reserve the right to change the depositary arrangements described above by agreement with the Depositary. The General Partner, in its discretion, may also appoint replacement service providers to provide depositary services to the Company and/or the Master Company.

PRIME BROKERS

The Master Company may appoint one or more prime brokers and/or custodians to provide prime brokerage and/or custody services to the Master Fund. Prime brokerage services normally include, without limitation, margin financing, execution, clearing, settlement, safe custody, stock borrowing facilities and foreign exchange facilities.

The Master Company has appointed GS and UBS as the Master Fund's prime brokers and sub-custodians.

A summary of the expected terms on which the Master Fund intends to appoint each of the Prime Brokers is set out below.

GS

The Master Fund intends to appoint GS as a prime broker and custodian to the Master Fund pursuant to the GS Prime Brokerage Agreement. GS is authorised by the Prudential Regulation Authority (the "**PRA**") and regulated by the FCA and the PRA in the conduct of its investment business. A summary of the expected terms on which the Master Fund intends to appoint GS is set out as follows.

In its capacity as prime broker, but subject to the terms of the GS Prime Brokerage Agreement, GS will clear and settle purchases and sales of securities by the Master Fund, whether such orders are executed by GS or by other brokers. GS will also provide the Master Fund with custodial, short selling and margin finance facilities. In addition, GS may enter into a number of product-specific agreements with the Master Fund in order to execute transactions with the Master Fund as principal, including listed, cleared and over-the-counter derivatives, foreign exchange and securities loans.

To facilitate GS's provision of those prime brokerage services, pursuant to the GS Sub-Custody Agreement, the Depositary delegates certain of its custodian functions to GS, who it appoints as its sub-custodian to provide a custody service for certain of the Master Fund's assets. As a consequence, taken together, the terms of the GS Sub-Custody Agreement, the GS Prime Brokerage Agreement, and the FCA Rules and other applicable laws and regulations, are the basis on which GS will act as custodian for the Master Fund's safe custody assets delivered to it (the "**GS Custody Assets**").

The GS Sub-Custody Agreement provides that, subject to and except as otherwise permitted under applicable law, the GS Custody Assets shall be clearly identified in GS's records as being held for the Master Fund referencing the name of the Depositary. In accordance with the GS Prime Brokerage Agreement, GS will identify, record and hold the GS Custody Assets in such a manner that the identity and location thereof can be identified at any time and so that the GS Custody Assets shall be readily identifiable as property belonging to, and held for the benefit of, the Master Fund and as separate from any of GS's own property.

Both the GS Sub-Custody Agreement and the GS Prime Brokerage Agreement include provisions permitting GS to hold the GS Custody Assets with a sub-custodian, including a person connected with GS. The GS Prime Brokerage Agreement states that GS Custody Assets held with a sub-custodian may, in GS's discretion, be held in a single account that is identified as belonging to clients of GS. GS will identify in its own books and records that part of the GS Custody Assets held by a sub-custodian as being held for the Master Fund. The GS Custody Assets should thus be unavailable to the creditors of GS in the event of its insolvency. However, in the event of an irreconcilable shortfall following the default of any sub-custodian, the Master Fund may share in that shortfall proportionately with GS's other clients.

Assets of the Master Fund transferred to GS and held as collateral or margin and rehypothecated assets are not required to be segregated and in the event of GS's insolvency may not be recoverable in full, or at all.

The GS Sub-Custody Agreement provides that any delegation by GS of its obligations under the GS Sub-Custody Agreement to a sub-custodian will be made subject to the conditions of the AIFMD and certain of the AIFMD Rules. In particular, GS shall use reasonable care in the selection and continued appointment of any sub-custodian and GS shall monitor the appropriateness of continuing to use any sub-custodian and the performance of each sub-custodian as delegate in relation to any of GS's duties under the GS Sub-Custody Agreement. In accordance with the GS Prime Brokerage Agreement, GS will exercise reasonable skill, care and diligence in the selection of any sub-custodian and will be responsible to the Master Fund for the duration of any sub-custody agreement for satisfying itself as to the ongoing suitability of such sub-custodian, for the maintenance of an appropriate level of supervision over such sub-custodian and for confirming by means of appropriate periodic enquiries that the obligations of such sub-custodian continue to be competently discharged.

The GS Sub-Custody Agreement further provides that, GS will, if any amount (a "**Custodian Payment**") is paid by the Depositary in satisfaction of a claim made against it by the Master Fund, the AIFM of the Master Fund acting on behalf of the Master Fund, or any investor in the Master Fund for certain loss of financial instruments held in custody by GS or any agent pursuant to the AIFMD and certain of the AIFMD Rules, pay to the Depositary on demand an amount equal to the sum of (a) such Custodian Payment and (b) all reasonable and duly evidenced costs, charges and expenses which are necessary for, and which the Depositary directly incurs in connection with, disputing, defending or preparing to defend any action or claim related to a Custodian Payment, other than certain categories of fees, costs, charges and expenses as set out in the GS Sub-Custody Agreement.

That indemnity obligation shall not apply if the loss or liability arises as a result of: (i) an external event beyond the reasonable control of GS or any agent, the consequences of which would have been unavoidable despite all reasonable efforts to the contrary, construed in accordance with Articles 100 and 101 of the AIFMD Rules; (ii) the negligence, wilful default or fraud of the Depositary or any of its affiliates; or (iii) the delegation by GS of the safekeeping of such GS Custody Assets to the Depositary or any of its affiliates. In addition, GS shall not be required to indemnify the Depositary for any indirect or consequential losses suffered by the Depositary. The undertaking to make payment is in addition to any liability that GS may otherwise have.

Under the GS Sub-Custody Agreement, GS shall accept the same level of responsibility to the Depositary for any nominee controlled by it. Pursuant to the terms of the GS Prime Brokerage Agreement, in acting as sub-custodian or nominee, GS shall have no liability to the Master Fund in the absence of GS's own (or its affiliates') negligence, wilful default or fraud. GS will only be responsible for losses suffered by the Master Fund as a direct result of negligence, fraud or wilful default in the appointment and monitoring of any non-affiliated custodian, non-affiliated sub-custodian or nominee. Otherwise GS shall not be liable for any act or omission, or for the solvency,

of any non-affiliated custodian, non-affiliated sub-custodian or nominee. Notwithstanding the foregoing, GS accepts the same level of responsibility for companies controlled by GS whose business consists solely of acting as a nominee holder of investments or other property in respect of any requirements of applicable rules, as it does for itself. In the case of any action or omission on the part of a sub-custodian or its agent which the Master Fund considers to involve the negligence, fraud or wilful default on the part of such sub-custodian or agent, GS shall, subject to any internal approvals, not to be arbitrarily withheld or delayed, assign to the Master Fund any rights it may have in respect of such action or omission. If the Master Fund obtains legal advice that such assignment would be ineffective to enable the Master Fund to pursue its claim, then GS shall, subject to any internal approvals, not to be arbitrarily withheld or delayed, and at the Master Fund's expense, claim and pursue the appropriate damages or compensation from the sub-custodian or agent on the Master Fund's behalf.

Pursuant to the terms of the GS Prime Brokerage Agreement, GS shall be liable for damage or loss to the Master Fund but only to the extent arising directly from any act or omission by GS under the GS Prime Brokerage Agreement that constitutes negligence, fraud or wilful default. GS shall not be liable under or in connection with the GS Prime Brokerage Agreement for loss (whether direct or indirect) of business profits, revenue or of data or any indirect, consequential or incidental damages, liabilities, claims, losses, expenses, awards, proceedings and costs, in each case, regardless of whether the possibility of such damages, liabilities, claims, losses, expenses, awards, proceedings and costs was disclosed to, or could reasonably have been foreseen by, GS and whether arising in contract, in tort or otherwise.

The GS Prime Brokerage Agreement also provides that the Master Fund will indemnify GS against any costs, loss, liability or expense whatsoever that may be suffered or incurred by GS and its affiliates in the proper performance of GS's obligations under the GS Prime Brokerage Agreement except to the extent that the cost, loss, liability or expense is due to the negligence, fraud or wilful default of GS.

Pursuant to the terms of the GS Prime Brokerage Agreement, as continuing security for the payment and discharge of all indebtedness, obligations and liabilities to GS and its affiliates, the Master Fund will charge by way of first fixed charge in favour of GS and its affiliates, with full title guarantee and free from any adverse interest whatsoever, the GS Custody Assets and all the Master Fund's rights, title or interest in, to or under any contract with GS or any of its affiliates.

In addition, as security against the Master Fund's indebtedness to GS, all rights, title and interest in and to certain of the GS Custody Assets identified for such purposes by GS may be transferred to GS as collateral ("**Collateral**"). Collateral shall pass from the Master Fund to GS by way of outright title transfer free and clear of any liens, claims, charges or encumbrances or any other interest of the Master Fund or any third party (other than any lien, charge or other encumbrance arising by operation of law or any lien routinely imposed on all securities in a clearing system) and accordingly GS may deal with, lend, dispose of, pledge, charge or otherwise use all Collateral for its own purposes. GS shall be obliged to redeliver equivalent Collateral to the Master Fund's account on satisfaction by the Master Fund of all its obligations to GS and its affiliates. The GS Prime Brokerage Agreement also provides that the GS Custody Assets may be borrowed, lent, pledged, charged, rehypothecated, disposed of or otherwise used by GS for its own purposes, whereupon such GS Custody Assets will become the absolute property of GS (or its transferee) or become subject to a charge or other security interest in favour of GS, as applicable, and the Master Fund will have a right against GS for the return of equivalent assets. However, unless otherwise agreed, GS (or its agents) shall not take Collateral or borrow, lend, pledge, charge, hypothecate, dispose or otherwise use for its own purposes, GS Custody Assets with an aggregate market value in excess of an agreed percentage of the value of the Master Fund's indebtedness to GS (but which cap shall exceed the value of the Master Fund's indebtedness to GS), as more fully defined in the GS Prime Brokerage Agreement. In respect of assets used by GS as more fully described in this paragraph, the Master Fund will have a right against GS for the return of equivalent assets and will rank as an unsecured creditor in relation thereto and in the event of the insolvency of GS, the Master Fund may not be able to recover such equivalent collateral or assets (or the value of such assets) in full or at all.

Ordinarily, money that GS receives from the Master Fund or holds for or on its behalf that has not been taken by GS as Collateral but which is subject to the security interest created under the GS Prime Brokerage Agreement will not be subject to the client money protections conferred by the FCA Rules. However, the GS Prime Brokerage Agreement provides that since the Master Fund has expressly requested that GS treat such money as if it were subject to the client money protections conferred by the FCA Rules, money that GS receives from or holds for or on behalf of the Master Fund that has not been taken by GS as Collateral but which is subject to the security interest created under the GS Prime Brokerage Agreement will be treated by GS as subject to the client money protections conferred by the FCA Rules. With respect to any money that is not subject to the client money

protections conferred by the FCA Rules, such cash may be used by GS in the course of its business and the Master Fund will rank as a general creditor of GS in the event of GS's insolvency.

The GS Sub-Custody Agreement will terminate immediately upon the termination of the GS Prime Brokerage Agreement or the Depositary Agreement and upon certain insolvency related events in respect of a party thereto. It may also be terminated by any party by giving at least 60 days written notice to the other parties provided that where the GS Prime Brokerage Agreement has not been terminated the GS Sub-Custody Agreement may not be terminated by the Master Fund or the Depositary without GS's prior written consent.

The GS Prime Brokerage Agreement may be terminated by the Master Fund or GS at any time on at least 30 days' prior notice and the provision of services under the GS Prime Brokerage Agreement may also be terminated (in whole or in part) by either party immediately if there is a breach or threatened breach of the GS Prime Brokerage Agreement by the other party. In addition, upon the occurrence of certain events, GS may terminate the GS Prime Brokerage Agreement at any time upon the giving of notice of such termination to the Master Fund. GS may also decline to execute, clear, settle or custody a security at any time.

UBS

UBS and the Master Company (acting in respect of the Master Fund) have entered into the UBS Prime Brokerage Agreement under which UBS provides the Master Fund with certain services, including the clearing and settlement of trades, securities lending services, foreign exchange trading and margin financing. The Depositary has also appointed UBS as its sub-custodian in respect of the Master Fund's financial instruments delivered to UBS.

Under the terms of the UBS Sub-Custody Agreement, the Depositary has appointed UBS as custodian in respect of the Master Fund's certain investments held or to be held by UBS. On its books and records, UBS will identify, record and hold Master Fund's investments (other than cash) to ensure that (a) the identity and location of such investments can be ascertained at any time; (b) such investments are readily identifiable as investments belonging to a customer of UBS and are separately identifiable from any investments of the UBS and (c) the books and records of UBS will distinguish the investments from the assets of any other client of UBS and from the assets of UBS and any other UBS affiliate. Nothing in the preceding sentence shall prevent all or any part of the investments being co-mingled with investments of the same description of other customers of UBS and the UBS will not be obliged to ensure that any subsidiary's investments will be separately distinguishable from investments belonging to other customers of UBS.

Legal title to securities may also be registered or recorded in the name of a third party or in UBS' own name, provided that the securities are subject to the law or market practice of a jurisdiction outside the United Kingdom and UBS has taken reasonable steps to determine that it is in UBS' best interests to register or record legal title in that way or it is not feasible to do otherwise because of the nature of the applicable law or market practice. Securities issued in bearer form may be held in bearer form by UBS or its sub-custodian or in any other manner that is consistent with general market practice.

UBS may maintain the Master Fund's assets with sub-custodians. UBS has undertaken to exercise reasonable care and diligence in the choosing and appointing of sub-custodians so as to ensure that the sub-custodian has and maintains the expertise, competence and standing appropriate to discharge the responsibilities concerned, maintain an appropriate level of supervision over such sub-custodians and will make appropriate enquiries periodically from time to time to confirm that the obligations of the sub-custodian continue to be competently discharged.

Under the terms of the UBS Sub-Custody Agreement, UBS will be responsible to the Depositary for any loss, damage, cost, expense, liability or claim (including reasonable attorney's fees) suffered by the Depositary as a direct result of a Loss of Financial Instruments held by or on behalf of UBS under Article 21(12) of the AIFMD and Article 100 of the AIFMD Rules unless the losses are due to the negligence or fraud on the part of the Depositary its affiliates, officers, agents or employees.

Where cash is held by UBS under the terms of the UBS Sub-Custody Agreement, it will be held by UBS as banker and will not be subject to the FCA Rules. As a consequence, such cash will not be segregated from money held by UBS and UBS may use such cash in the ordinary course of its business.

Pursuant to the UBS Prime Brokerage Agreement, as continuing security for the payment and discharge of its liabilities to UBS, the Master Company has charged all of the Master Fund's assets held with UBS in UBS' favour. The Master Company may also deposit assets with UBS as margin.

UBS may borrow, lend or otherwise use the Master Fund's assets for its own purposes. For so long as it does so, such assets become UBS' property and the Master Company (acting in respect of the Master Fund) has a right against UBS for the return of equivalent assets for which it ranks as an unsecured creditor. In the event of the insolvency of UBS, the Master Company may not be able to recover such equivalent assets in full.

No member of the UBS group or its employees, agents or delegates is liable for any loss arising under the UBS Prime Brokerage Agreement unless it results from the negligence, fraud or wilful default of that person. The Master Company has agreed to indemnify each member of the UBS group and their respective employees, agents and delegates (out of the assets of the Master Fund) against any cost, loss, liability or expense whatsoever which may be suffered or incurred directly or indirectly by that person in connection with or as a result of any transaction or service performed or action permitted under the UBS Prime Brokerage Agreement or any other agreement between the Master Company (in respect of the Master Fund) and UBS except to the extent that the expense or loss is due to the negligence, wilful default or fraud of any indemnified person.

Either party may terminate the UBS Prime Brokerage Agreement on 30 days' written notice to the other. The UBS Sub-Custody Agreement may be terminated by any party on at least 90 days' notice to the others or immediately upon the occurrence of UBS failing to comply with a material term of the Sub-Custody Agreement, should UBS fail to comply with its obligations to record and supply relevant information under the Sub-Custody Agreement or should UBS fail to segregate assets as specified under the Sub-Custody Agreement. The Sub-Custody Agreement will also terminate automatically upon the termination of the UBS Prime Brokerage Agreement.

General

The Prime Brokers will not participate in the investment decision making process and will have no decision making discretion relating to the investment of the Master Fund's assets.

The Prime Brokers are service providers to the Master Fund and are not responsible for the preparation of this Information Memorandum or the activities of the Master Fund and therefore accept no responsibility for any information contained in this Information Memorandum.

The General Partner reserves the right to change the prime brokerage arrangements and the contractual terms described above including, but not limited to, appointment of other or additional prime brokers.

The allocation of assets between any custodian, prime broker or clearing broker is determined by the nature and type of the particular trade undertaken, by the jurisdiction in which the trade is made and/or by such other commercial or operational criteria as the Investment Manager deems relevant from time to time.

LEGAL ADVISORS

Dechert LLP is counsel to the Company and the Master Company with respect to matters of English and U.S. law and Dechert (Luxembourg) LLP (together with Dechert LLP, "**Dechert**") is counsel to the Company and the Master Company with respect to matters of Luxembourg law. Dechert LLP also acts as counsel to Valiant Asset Management. Conflicts could arise due to these multiple representations. Dechert does not represent the investors in the Company and the Master Company with respect to their investment. Potential investors are urged to consult their own counsel.

In connection with its representation, Dechert acts as counsel solely in respect of the specific matters on which it has been consulted and Dechert's involvement with respect to any particular matter is limited by the actual knowledge of Dechert lawyers who provide substantive attention to that matter.

As counsel to the Company and the Master Company, Dechert is not involved in, and does not have discretion with respect to, the Company's and the Master Company's business, investments, management or operations, such as responsibility for compliance. In giving advice in connection with the preparation of this Information Memorandum, Dechert advised solely in a professional capacity and has relied upon information furnished to it by, or on behalf of, the Company, the Master Company, the General Partner, the AIFM, the Investment Manager and/or their respective Affiliates.

AUDITOR

KPMG Audit S.à r.l., has been appointed as auditor to the Company and the Master Company pursuant to the terms of an engagement letter. The Auditor will audit the annual accounts of the Company and the Master Company in accordance with International Financial Reporting Standards.

OTHER SERVICE PROVIDERS

Other Service Providers to the Company and the Master Company

The Company and the Master Company may appoint other service providers from time to time, including but not limited to trading counterparties, brokers and execution and settlement agents, registered office service providers and tax advisers and accountants.

NEW ISSUES

The Master Fund may, but is not required to, invest in New Issues. Investment in New Issues may be limited by rules imposed by FINRA, which seek to provide that investment in New Issues by an entity such as the Master Fund (or a Master Class of the Master Fund) is only permissible where either: (i) beneficial ownership by Restricted Persons does not exceed in the aggregate ten per cent. of the Master Fund (or a Master Class of the Master Fund), or (ii) beneficial ownership by Restricted Persons does exceed ten per cent. of the Master Fund (or a Master Class of the Master Fund), but no more than ten per cent. of the profits and losses from New Issues are allocated to Restricted Persons. In addition, current FINRA Rules also provide that allocations of profits and losses from New Issues to the accounts of Covered Persons are only permissible where either (i) beneficial ownership by Covered Persons does not exceed in the aggregate 25 per cent. (25%) of the Master Fund (or a Master Class of the Master Fund) or (ii) beneficial ownership by Covered Persons does exceed 25 per cent. (25%) of the Master Fund (or a Master Class of the Master Fund), but no more than 25 per cent. (25%) of the profits and losses from New Issues are allocated to Covered Persons. To facilitate the Master Fund's ability to participate in New Issues, the General Partner, in its sole discretion, may reject a subscription by a Restricted Person or a Covered Person for any reason (or no reason), which reason may include, but is not limited to, administrative convenience.

Each investor in the Fund must provide information regarding whether or not they are a Restricted Person or a Covered Person at the time of their subscription and will be required to update such information periodically thereafter upon request. Certain investors, such as other investment funds, may be required to provide additional information regarding their ownership by Restricted Persons and Covered Persons in order to enable the Fund to make a determination whether such investor should be regarded as a Restricted Person or a Covered Person. In any case where the Fund has requested but not received information sufficient for it reasonably to determine that an investor is not a Restricted Person or a Covered Person, the Fund may treat such investor as a Restricted Person or a Covered Person, as applicable. Any such classification by the Fund will be conclusive and binding on the investor.

Each of the Master Fund and the Fund reserves the right to vary its policy with respect to the allocation of New Issues as it deems appropriate for its investors as a whole in light of, among other things, interpretations of, and amendments to, the FINRA Rules and practical considerations, including administrative burdens and principles of fairness and equity.

FEES AND EXPENSES

There being no other Compartments of the Company or Master Company for the time being, all fees and expenses described below will be borne solely by the Fund and/or the Master Fund.

Formation and Preliminary Expenses

The formation and preliminary expenses relating to the Fund and the Master Fund (including the Fund's and the Master Fund's share of the establishment costs of the Company, the Master Company and the General Partner) are expected to amount to approximately EUR 70,000. This sum will be borne by the Master Fund and may be amortised over a period not exceeding five years subject to the General Partner's discretion to vary this if it considers it prudent to do so.

AIFM Fee

The AIFM will receive an annual fee of up to 0.06 per cent. of the net asset value of the Master Fund Shares, subject to a minimum of EUR 10,000 per annum. The AIFM's fee will be paid out of the assets of the Master Fund. The AIFM will also be entitled to reimbursement for its out-of-pocket expenses out of the assets of the Master Fund. Fees payable to the AIFM may be increased from time to time.

Management Fee and Performance Fee

Management Fee

The Investment Manager is entitled to receive from each of Class A (CHF), Class A (EUR), Class A GBP and Class A (USD) a monthly management fee payable in arrears of an amount equivalent to 1/12 of two per cent. (2%) of the net asset value of the applicable Class prior to the deduction of any accrued Performance Fee as at the relevant Valuation Day (the "**Management Fee**").

The Management Fee will be credited to the Incentive Shares. As holders of Incentive Shares, the Investment Manager and the Strategic Advisor will be entitled to share in the Management Fee.

No separate management fee is charged at the level of the Master Fund.

A management fee is not charged in respect of Class M.

Performance Fee

Each Series of Class A (CHF), Class A (EUR), Class A (GBP) and Class A (USD) outstanding in respect of each Performance Period will be charged a performance fee, calculated as described below, subject to a High Water Mark (the "**Performance Fee**").

The Performance Fee will be credited to the Incentive Shares. As holders of Incentive Shares, the Investment Manager and the Strategic Advisor will be entitled to share in the Performance Fee.

The Performance Fee will be equivalent to twenty per cent. (20%) per annum in respect of each of Class A (CHF), Class A (EUR), Class A (GBP) and Class A (USD) of the increase in the net asset value per Share (before the deduction of any accrued Performance Fee) of the relevant Series (after adding back any relevant distributions of the applicable Series).

The use of a High Water Mark ensures that investors will not be charged a Performance Fee until any previous losses are recovered. The methodology used by the Fund ensures that each Share is effectively charged a fee which equates with that Share's performance.

The Performance Fee will be accrued and taken into account in the calculation of the net asset value per Share of the applicable Class and Series on each Valuation Day. The Performance Fee shall be payable in arrears in respect of each Performance Period. However, if Shares are redeemed prior to the end of a Performance Period, an amount equal to any accrued but unpaid Performance Fee in respect of such Shares will crystallise and be credited to the Incentive Shares promptly thereafter. Subject to the General Partner's discretion to determine otherwise: (i) a transfer of Shares that does not involve a change of beneficial ownership will not usually result in a crystallisation of a Performance Fee; and (ii) a transfer of Shares that does involve a change of beneficial ownership will be

treated as a redemption and subscription for Shares and any accrued Performance Fee will crystallise accordingly. The Performance Fee in respect of each Performance Period will be calculated by reference to the net asset value before the deduction of any accrued Performance Fee. No separate Performance Fee is charged at the level of the Master Fund.

A separate Series will be issued on each Subscription Dealing Day in respect of which Shares are subscribed, beginning with the Series issued on the first Subscription Dealing Day (such Series, being the "**Initial Series**"). Each new Series will be issued at the Initial Issue Price. At the end of a Performance Period (or, if earlier, upon redemption), any Performance Fee accruing and payable for each Series will crystallise. Subsequently, each issued Series as at the end of a Performance Period will be consolidated with the Initial Series, provided that each of the Series concerned has a net asset value per Share equal to or above its High Water Mark (as defined below) and the net asset value per Share of the Initial Series is also equal to or above its High Water Mark. If consolidation is not achieved, the Series will be consolidated at the end of the next Performance Period in which the above criteria are met. To the extent that the "Initial Series" is fully redeemed prior to the end of a Performance Period (and thus before a consolidation of the other subsequently issued Series above their High Water Mark with the Initial Series) the next issued Series will be designated as the "Initial Series" into which subsequently issued Series will be consolidated as described above. In the event that the "Initial Series" is not above its High Water Mark; two or more subsequently issued Series which are above their respective High Water Mark may be consolidated as described above.

For each Series, the "**High Water Mark**" is the greater of:

- the net asset value per Share of such Series on the last day of the most recent Performance Period for which a Performance Fee is crystallised and paid; and

- the Initial Issue Price per Share of such Series;

  in each case adjusted to take account of any relevant distributions made.

No Performance Fee is payable in respect of Class M.

The Performance Fee is subject to adjustment upon completion of the relevant audit for the Performance Period which may result in an additional amount being payable by an investor.

General

The Investment Manager is responsible for the fees of Valiant Asset Management

Managers' Fees and Expenses

Aggregate fees, of up to EUR 30,000 per annum, will be paid, out of the assets of the Master Fund, to the Managers for acting as such. Separate fees are not payable at the level of the Fund. In addition, the Managers will be reimbursed, out of the assets of the Master Fund, for reasonable travelling, hotel accommodation and other out of pocket expenses incurred by them while executing their duties as Managers. The Managers may waive their fees or assign their respective fees to their employers. Sandro Patti has waived his manager fees.

Administration Fees and Expenses

The Administrator is entitled to receive an aggregate fee for its administration and middle office services payable monthly in arrears out of the assets of the Master Fund, at an annual rate of up to 0.10 per cent. of the net asset value of Master Fund Shares. The fee in respect of the administration services is subject to a minimum of EUR 15,000 per month (reduced to EUR 7,500 for the first six months and EUR 5,625 for the following six months). The fee in respect of the middle office services is subject to a minimum of EUR 7,500 per month (reduced by 50% for the first six months and 37.5% for the following six months).

To avoid double charging, the Administrator will not take a fee at the level of the Fund.

The Administrator is also entitled to receipt of reasonable out-of-pocket expenses incurred on behalf of the Master Fund and the Fund including, without limitation, market data charges, pricing vendors charges, and costs, communications, postage and printing.

Depositary's Fees and Expenses

The Depositary is entitled to receive a fee for its services payable monthly in arrears out of the assets of the Master Fund, at an annual rate of up to 0.02 per cent. of the net asset value of Master Fund Shares. This fee is subject to a minimum of EUR 40,000 per year (reduced by 50% for the first 6 months and 37.5% for the following 6 months).

To avoid double charging, the Depositary will not take a fee at the level of the Fund.

The Depositary is also entitled to receipt of reasonable out-of-pocket expenses incurred on behalf of the Master Fund and the Fund including, without limitation, market data charges, pricing vendors charges, and costs, communications, postage and printing.

Prime Brokerage Fees and Expenses

The Prime Brokers perform a variety of brokerage and custodial services on arm's length commercial terms for the Master Fund for which fees are charged at normal commercial rates and expenses are to be reimbursed, in each case, out of the assets of the Master Fund. Any sub-custodian fees will be met by the Master Fund. The Prime Brokers are also entitled to be reimbursed for out-of-pocket costs and expenses as agreed in the relevant agreements. Such fees may be revised by the Prime Brokers from time to time. All sub-custodian fees will be charged at normal commercial rates.

Auditor's Fees and Expenses

The Auditor is entitled to receive a fee out of the assets of the Master Fund, at normal commercial rates, to be approved by the General Partner each year, and is also entitled to reimbursement of its out-of-pocket expenses.

Other Service Providers

The company secretary (if any), the legal advisers, the registered office service provider and the Master Fund's and the Fund's other service providers are paid fees at normal commercial rates, as may be agreed from time to time.

General

Master Fund

The Master Fund will pay the costs and expenses incurred in its operation which may include without limitation, tax and accounting costs and auditors and valuers' fees, bank charges and borrowing costs, the fees and other professional expenses of external consultants and experts, the fees, costs and expenses of identifying, evaluating, negotiating, acquiring, holding, monitoring and disposing of investments and proposed investments, including investment-related travel, brokerage commission and fees, legal and structuring fees, subscription fees for market data services, databases and other due diligence tools and the expenses of settlement, custody or transmittal of assets, fees for trade order management and portfolio and risk management including currency hedging, the costs of any third party market data feeds provided to the Investment Manager or Valiant Asset Management, all fees, costs and expenses incurred in connection with proposed investments pursued by the Master Fund which do not proceed to completion, the costs of providing insurance for the personnel of the General Partner, tax and interest on third party indebtedness, bank services fees, the expenses of the General Partner and its personnel, including the fees of the Managers, fees for the maintenance of the books and records of the Master Fund and the Fund, including license fees and the costs of any related software, portfolio management, risk management and investor reporting and technology expenses, the preparation of distribution of reports and other communications to Limited Shareholders, the costs of updating the legal documents of the Master Fund and the Fund, fees and expenses in connection with the termination of the Master Fund and the Fund and extraordinary expenses.

The Master Fund (i) shall be responsible for the payment of any commissions, transfer fees, registration fees, taxes, duties and other fiscal liabilities and all other liabilities and costs properly payable or incurred by the AIFM, the Investment Manager and their delegates and agents, (ii) shall reimburse the AIFM, the Investment Manager and their delegates for their costs in complying with their disclosure and reporting obligations under the AIFMD Rules, and (iii) shall reimburse the AIFM, the Investment Manager, the Strategic Advisor and their delegates for any out of pocket expenses properly incurred by the AIFM, the Investment Manager and such delegates in connection with the discharge by them of their services and obligations. In addition, the Master Fund shall

reimburse the AIFM, the Investment Manager and their delegates for their reasonable expenses in meeting the Master Fund's obligations under the EMIR Regulations and SFTR Regulations.

The Master Fund will bear any fees, costs and expenses incurred in connection with obtaining quotations on markets including regulated markets. Subject to the Luxembourg Laws, the Master Fund will bear any fees, costs and expenses arising from information technology and other types of subscriptions or systems that are reasonably necessary for the AIFM's performance of services under the AIFM Agreement and the Investment Manager's performance of services under the Investment Management Agreement.

Fund

By virtue of the Fund's investment in the Master Fund, Limited Shareholders will bear *a pro rata* portion of the fees and other costs and expenses referred to in relation to the Master Fund discussed above. The Fund will also be responsible for the additional costs and expenses incurred in its operation, including, without limitation, taxes, expenses for legal, auditing and consulting services, registration fees and other expenses due to supervising authorities, insurance, interest and the cost of the publication of the net asset value. To avoid double charging, Limited Shareholders will not incur any separate prime brokerage or administration or depositary fees at the Fund level.

No Fees and Expenses Limitation

As a general matter, the costs, fees and expenses borne (directly or indirectly) by Limited Shareholders will not be subject to any limitation and the maximum amount of any costs, fees and expenses will depend on a number of factors.

The General Partner may, in conjunction with the Investment Manager, limit the costs, fees and expenses payable (directly or indirectly) in respect of the Master Fund and the Fund from time to time. In such circumstances, the Investment Manager may agree to discharge out of its own assets (either directly or by way of reimbursement to the Master Fund and the Fund) such costs, fees and expenses in excess of the agreed limit.

ELIGIBLE INVESTORS

Shares are exclusively reserved for Well-Informed Investors. The Fund will not issue Shares to any investor who is not a Well-Informed Investor and will not give effect to any transfer if the transferee is not a Well-Informed Investor. Subject to the terms of this Information Memorandum, Well-Informed Investors may invest, at the discretion of the General Partner, in Shares of each Class.

The General Partner, the AIFM and the Administrator reserve the right to request such information as is necessary to verify the identity of an investor and its status in regard to the qualification as a Well-Informed Investor. In the event of delay or failure by the investor to produce any information required for verification purposes, the General Partner, the AIFM and the Administrator may refuse to accept the investor's Application Form.

If Shares are held by a nominee on behalf of an investor, the investor must be a Well-Informed Investor. For the avoidance of doubt, Shares subscribed by a bank or an investment firm for the account of clients managed under a discretionary portfolio management mandate are not deemed nominees in the meaning of this section.

By investing in the Fund, each investor represents and warrants that, among other things, they are able to invest without violating applicable laws, including the rules and regulations aiming to prevent money laundering. The General Partner will not knowingly offer or sell Shares to any investor to whom such offer or sale would be unlawful. Investment is confined to sophisticated investors who can provide the representations and warranties contained in the Application Form.

The Shares are likely to appeal to U.S. tax-exempt investors and other persons seeking an investment in shares of an investment company. U.S. Taxpayers (other than U.S. tax exempt investors) and other persons seeking an investment providing, in many jurisdictions, transparency for tax purposes, are likely to prefer an investment in an alternative conduit.

The General Partner reserves the right to accept, reject or place conditions on applications for Shares if, *inter alia*, they do not receive evidence satisfactory to them that the sale of Shares to such an investor will not result in a risk of legal, regulatory, pecuniary, taxation, reputational or material administrative disadvantage to the Fund or the Limited Shareholders or to the AIFM or the Investment Manager.

Shares are available for purchase by certain U.S. Persons. Subscribers who are U.S. Persons will be required to submit a duly completed Supplement for U.S. Persons in addition to the Application Form. Some subscribers may be taxable in the United States but will not come within the definition of U.S. Person for the purposes of determining whether the Supplement for U.S. Persons must be completed. Such persons need not complete the Supplement for U.S. Persons but should carefully review the additional disclosures contained in this Information Memorandum under "*Tax Considerations; United States*" prior to making an investment.

Subscribers (who are not U.S. Persons) will be required to certify that they are not investing for the direct or indirect benefit of any U.S. Person and that they will not, subject to the conditions set out under "*Subscriptions and Redemptions: Transfer*", sell or offer to sell or transfer Shares in the United States or to or for the direct or indirect benefit of a U.S. Person.

The General Partner reserves and intend to exercise the right at its sole discretion to redeem compulsorily or require the transfer of any Shares, *inter alia*, if the continued ownership of any Shares by any person could result in a risk of legal, regulatory, pecuniary, taxation, reputational or material administrative disadvantage to the Fund or the Limited Shareholders or to the AIFM or the Investment Manager.

The General Partner may in its discretion close one or more Classes to investment by new investors or to further subscriptions.

SUBSCRIPTIONS AND REDEMPTIONS

Subscriptions

General

Applications for Shares in the Initial Offer Period must be received by the Administrator, together with cleared subscription money, by 5.00 p.m. (Luxembourg time) on the Business Day prior to the Closing Date or by such earlier or later date and/or time as the General Partner may determine generally or in respect of specific applications.

Thereafter, applications for Shares must be received by the Administrator, together with cleared subscription money, by 5.00 p.m. (Luxembourg time) on the Business Day prior to the Subscription Dealing Day or by such earlier or later date and/or time as the General Partner may determine generally or in respect of specific applications. Any applications received by the Administrator on a day which is not a Business Day shall be deemed to be received on the next following day which is a Business Day.

Late subscription applications will (subject to the General Partner's discretion to determine otherwise) be held over, without interest, until the next Subscription Dealing Day. The General Partner reserves the right to accept subscription applications, or money, received late and may charge interest to reflect the cost of late receipt. Applications received after the net asset value is determined for the Valuation Day relating to a Subscription Dealing Day will not be accepted.

All Shares are issued in inscribed form and to three decimal places. The Register is conclusive evidence as to ownership.

Minimum Initial Investment Amount

EUR 100,000 or the equivalent amount in USD, GBP or CHF.

Subscription Procedures

Applications for Shares should be made by sending a duly completed and executed Application Form to the Administrator. Subscribers who are U.S. Persons must also submit a duly completed Supplement for U.S. Persons. Subscriptions should be made in the currency of the relevant Class (subject to the discretion of the General Partner to accept such other currency as they think fit). The Administrator reserves the right to request such information and documentation as it deems necessary to verify the identity of a subscriber and the source of the relevant subscription monies as set out in more detail under "*Verification of Identity*" below. Subscription applications must be sent to the Administrator by email. The Administrator will send to the investor an acknowledgement of his subscription.

Upon receipt of properly completed subscription documents and the relevant subscription money, the Administrator will allot the requisite number of Shares. The Register is conclusive evidence as to ownership.

Where a subscription for Shares is accepted, the Shares will be treated as having been issued with effect from the relevant Subscription Dealing Day notwithstanding that the subscriber for those Shares may not be entered in the Company's Register until after the relevant Subscription Dealing Day. The subscription monies paid by a subscriber for Shares will accordingly be subject to investment risk in the Fund from the relevant Subscription Dealing Day.

The General Partner may decline subscription applications in whole or in part in its absolute discretion. No interest shall be payable on any subscription money returned to investors in respect of rejected subscription applications. Save in the event of a suspension of subscriptions, all applications to invest are irrevocable.

The General Partner reserves the right to vary the subscription procedures described in this section in such manner as the General Partner may determine appropriate, either generally or in respect of specific applications.

Verification of Identity

Measures aimed towards the prevention of money laundering require each subscriber to verify their identity (and/or the identity of any beneficial owner on whose behalf the subscriber intends to hold the Shares), as further

described under "*Prevention of Money Laundering and Terrorist Financing*" below. The General Partner (or the Administrator on its behalf) reserves the right to request such information and documentation as it deems necessary to verify the identity of a subscriber and the source of the relevant subscription monies. Failure to provide the necessary evidence may result in subscription applications being rejected or in delays in the despatch of documents and/or the issue of Shares. Where a subscription application is rejected, any subscription money received will be returned, subject to any restrictions as may be imposed by applicable law, without interest to the account from which it was received at the risk and cost of the subscriber. Any interest earned on such sums will accrue to the Fund.

The General Partner (or the Administrator on its behalf) reserves the right to (i) request such further information as it considers necessary to process a redemption request and (ii) refuse to make any redemption payment if it suspects or is advised that the payment might result in a breach of applicable anti-money laundering or other laws or regulations by any person in any relevant jurisdiction or if such refusal is considered necessary or appropriate to ensure the compliance by the Company (and the Fund), the Master Company (and the Master Fund) or the Administrator with any such laws or regulations in any applicable jurisdiction.

The Fund and the Administrator will be held harmless by a potential subscriber against any loss arising as a result of a failure to process a subscription application or redemption request if such information as has been requested by the General Partner (or the Administrator on its behalf) has not been provided by the subscriber.

By subscribing, subscribers consent to the disclosure by the General Partner and the Administrator of any information about them to regulators and others upon request in connection with anti-money laundering and similar matters both in Luxembourg and in other jurisdictions.

Subscription Price

The price at which Shares may be subscribed for is the Initial Issue Price per Share of the relevant currency.

The General Partner may (a) adjust the price at which subscriptions are effected to reflect such sum as it may consider represents the appropriate *pro rata* provision for duties and charges which would be incurred on the assumption that all the investments held were to be acquired on the relevant Valuation Day and/or (b) determine that the net asset value of a Class be calculated on the basis of offer prices for long positions and bid prices for short positions.

In Specie and/or In Kind Subscriptions

The General Partner may elect in its absolute discretion to accept subscription payments from investors, either in whole or in part, *in specie* and/or in kind rather than in cash. The selection, valuation and transfer of securities or assets will be subject to the review and approval of the General Partner. Subject to any additional valuation requirements under the 1915 Law, the General Partner will use the same valuation procedures used in determining net asset value to determine the value to be attributed to the relevant securities or other assets to be accepted in payment of the subscription amount. Upon receipt of properly completed subscription materials, the Administrator will allot the requisite number of Shares. The General Partner reserves the right to decline to register any prospective investor until the subscriber has been able to prove title to the assets in question and make a valid transfer thereof. The subscriber will be responsible for all custody, audit and other costs involved in the transfer of the relevant assets, unless the General Partner otherwise agrees.

Redemptions

General

Investors may request the redemption of all or some of their Shares as of any Redemption Dealing Day if a written request is received by the Administrator not less ninety (90) days' prior to the relevant Redemption Dealing Day (or by such later date as the General Partner may in its discretion determine generally or in respect of specific requests).

Any requests for redemption received on a Business Day which is less than ninety (90) days prior to the requested Redemption Dealing Day will be deemed to be a request for redemption as at the next Redemption Dealing Day thereafter. This notice period may be waived and/or reduced by the General Partner generally or in respect of specific requests for redemption. Any request for redemption received by the Administrator on a day which is not a Business Day shall be deemed to be received on the next following day which is a Business Day.

Requests for redemption must be sent to the Administrator by email.

Payment of redemption proceeds

Redemption proceeds will be paid into the same bank account from which the Administrator received subscription monies at the Limited Shareholder's risk and expense as soon as practicable (and, subject to the terms of this Information Memorandum, generally within thirty (30) days of the Redemption Dealing Day) following receipt of a valid redemption request. No interest will accrue on the redemption proceeds pending the payment date. If a Limited Shareholder wishes to have their redemption proceeds paid into an alternative account, which must be an account in the Limited Shareholder's name, then a request in writing, signed by the Limited Shareholder (or their duly authorised agent or attorney), must be received by the Administrator together with any additional verification documentation as the Administrator may reasonably require. Any costs incurred in relation to a change of account shall be borne by the relevant Limited Shareholder. No third party payments will be processed by the Administrator. Redemption requests must be signed by all joint holders.

Redemption proceeds will not be paid until the relevant redemption form contained in the Application Form and all other documentation required by the General Partner or the Administrator on its behalf (including any documents in connection with anti-money laundering procedures) have been received from the Limited Shareholder and the relevant anti-money laundering procedures have been completed by the Administrator with respect to that Limited Shareholder.

Redemptions will normally be processed at the net asset value as calculated as of the Valuation Day corresponding to the relevant Redemption Dealing Day. Requests not received in time will (subject to the General Partner's discretion to determine otherwise) be held over until the next Redemption Dealing Day and will then be valued as of the corresponding Valuation Day. Shares will (subject to the General Partner's discretion to determine otherwise) be redeemed on a "first in first out" basis. The General Partner may in its absolute discretion allow a partial redemption of Shares on a specific lot identification basis in respect of omnibus nominee accounts invested in the Fund on behalf of multiple underlying beneficiaries so that any Performance Fee payable is correctly crystallised for each such underlying beneficiary, subject to the relevant nominee/agent of the underlying beneficiaries providing such assurance or indemnity that the General Partner may require in this regard.

Except when redemptions are suspended, once submitted, redemption requests may only be withdrawn with the prior consent of the General Partner.

The General Partner may determine to impose a gate at any time before, during or after the Redemption Dealing Day with respect to which the gate is to be imposed, if the value of redemptions of Master Fund Shares exceeds twenty-five per cent. (25%) of the total net asset value of the Master Fund Shares in respect of any Redemption Dealing Day. The General Partner may, in its sole discretion, waive these requirements either generally or in relation to one or more specific redemption requests.

Extraordinary Postponement of Scheduled Redemption Dealing Days

In the event that there occurs an extraordinary market dislocation which the General Partner determines (following consultation with the AIFM and the Investment Manager) is likely to materially adversely affect the value at which the Master Fund may realise a material portion of its assets, the General Partner may determine to postpone all scheduled Redemption Dealing Days falling within the following twelve (12) calendar months for a period of up to a further twelve (12) calendar months (*i.e.*, on the occurrence of such an event in January 2025, the Redemption Dealing Day falling in January 2025 may be postponed until January 2026 and the Redemption Dealing Day falling in April 2025 may be postponed until April 2026 etc.). In such event, Redemption Dealing Days will be rescheduled sequentially in the order in which such Redemption Dealing days were originally scheduled to occur.

Holdback

The General Partner may establish reserves and holdbacks for estimated accrued expenses, liabilities and contingencies (even if such reserves or holdbacks are not otherwise required by International Financial Reporting Standards), which could reduce the amount of a distribution upon redemption. Holdbacks will not participate in the profits and losses of the Master Fund with effect from the relevant Redemption Dealing Day. No interest will be paid on any redemption proceeds including the holdback.

Adjustments to Redemption Proceeds

In the interests of equality, the General Partner may (a) deduct from the redemption proceeds such sum as they may consider represents the appropriate *pro rata* provision for duties and charges which would be incurred on the assumption that all the investments held by the Master Fund were to be realised on the relevant Valuation Day and/or (b) determine that, when calculating redemption proceeds, the net asset value of a Class or Series be determined on the basis of bid prices for underlying long positions and offer prices for underlying short positions.

In Specie and/or In Kind Redemptions

The General Partner may elect in its absolute discretion to effect redemption payments, either in whole or in part, *in specie* and/or in kind rather than in cash. The selection, valuation and transfer of securities or assets will be subject to the review and approval of the General Partner. This election may be made generally or in any particular case. The Master Fund may distribute securities issued by entities formed by the Master Fund in accordance with the Master Company Articles as all or any part of any redemption payments to be made all or partially *in specie* and/or in kind and these securities may be distributed onwards by the Fund to redeeming Limited Shareholders. Such entities may have different terms and conditions from those that apply to an investment in the Fund and may have limited or no redemption rights.

The General Partner will use the same valuation procedures used in determining net asset value to determine the value to be attributed to the relevant securities to be transferred or assigned *in specie* and/or in kind to redeeming investors who will receive securities which had a value as of the relevant Valuation Day equal to the redemption payment to which they would otherwise be entitled. The redeeming investor will be responsible for all custody, audit and other costs involved in transferring the ownership of the relevant securities and on-going custody costs. Securities distributed *in specie* and/or in kind may have a value as of the payment date that is higher or lower than the value of such securities as of the relevant Valuation Day and between the Valuation Day and the payment date.

Redemption Fee

See above under "*Fees and Expenses; Redemption Fees and Adjustments*" for a discussion of the circumstances in which an adjustment may be applied to redemption proceeds.

Compulsory Redemption and Transfers

The General Partner may at any time, in its sole discretion, compulsorily redeem or require the transfer of any or all Shares as provided for in this Information Memorandum or under the Articles.

Transfers

Shareholders may not sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of their Shares without the prior written consent of the General Partner, which consent may be withheld in its absolute discretion. Proposed transferees of Shares will be required to satisfy the investor eligibility requirements in accordance with the terms of the Articles and this Information Memorandum and to complete an Application Form (and, if applicable, a Supplement for U.S. Persons). Transfers of Shares in breach of these transfer provisions shall be invalid and unenforceable. Transfers generally will not be permitted in the United States or to any U.S. Person except as permitted pursuant to an exemption under the 1933 Act.

Title to Shares in registered form is transferred upon registration of the name of the transferee in the Register. All transfers of Shares must be effected by written instrument signed by the transferor and containing the name and address of the transferee and the number of Shares being transferred or in such other manner or form and subject to such evidence and conditions as the General Partner considers appropriate. The transfer will take effect on registration of the transferee as holder of the Shares on the Register. The transferee will be required to give the representations and warranties contained in the Application Form and, if the transferee is a U.S. Person, the Supplement for U.S. Persons and to comply with all measures, as set out in the Application Form and in this Information Memorandum, aimed towards the prevention of money laundering.

Subscription Dealing Days, Redemption Dealing Days, Valuation Days and Time Periods

The General Partner may change the Subscription Dealing Day, Redemption Dealing Day and/or Valuation Day and/or increase or decrease the number of Subscription Dealing Days, Redemption Dealing Days and/or Valuation

Days subject to there being at least one Redemption Dealing Day during each calendar quarter. Notice of any such change (which may be of general application or for a particular case) will be given to investors.

Where a time limit or period in relation to dealings in Shares is specified in this Information Memorandum, the General Partner may, where not prohibited by the Articles or by Luxembourg Law, specify a longer or shorter time limit or period where the General Partner determines that the same is reasonable and in the best interests of the Fund. This discretion may be exercised generally or in any particular case.

Operation of Master-Feeder Structure

Unless otherwise specifically stated herein, subscriptions, redemptions, calculation of net asset value and other corporate mechanics taking place at the Master Fund level will generally be effected in a manner which corresponds to those taking place at the Fund level (as more specifically set out in this Information Memorandum and the Articles) and/or at the level of any other feeder fund(s), save that certain requests and notices (including, for example, subscription and redemption requests) may, unless otherwise determined by the General Partner, be deemed automatically submitted, served or withdrawn by the Fund or the Master Fund, as applicable, in order to give effect to the intended operation of the master-feeder structure and provided further that, save as set out herein, any fees or expenses charged at the Fund level relating to subscriptions and redemptions will not also be charged at the Master Fund level. Fees and expenses payable at the level of the Fund may be met by way of a corresponding charge to or as a redemption from the relevant Class(es) of the Master Fund.

VALUATIONS

Calculation of Net Asset Value

The Administrator has been appointed to calculate the net asset value of the Fund and each Class and Series thereof and the Master Fund and each Master Class and each Series thereof.

The Administrator will normally calculate the net asset value of the Master Fund and each Master Class (on which the net asset value of the Fund and each Class will be based) as at the close of business on each Valuation Day, and at such other times as the AIFM may, in consultation with the Administrator, determine, by deducting the total liabilities from the total assets attributable to the Master Fund and each Master Class within the Master Fund. Total assets include the value of all investments held, the sum of any cash and accrued interest. Total liabilities comprise all liabilities including any borrowings, accrued expenses and any contingencies for which reserves are determined to be required.

In calculating the value of assets of each of the Fund and the Master Fund, assets will be valued by the Administrator, under the supervision of the AIFM in accordance with the valuation policies and procedures (the "**Valuation Policy**") approved, from time to time, by the AIFM. Under the Valuation Policy, discretions may be exercised, and determinations made, by the AIFM. The AIFM has designed the Valuation Policy to seek to ensure all securities are valued in accordance therewith and with sound practice standards. The valuation policies and procedures are described in the Valuation Policy document which is available to all investors upon request.

For exchange-traded instruments, the Administrator will utilise marks from third party vendors, including, but not limited to Reuters and Bloomberg. These pricings will be reviewed by the internal controllers of the AIFM and its delegates for any anomalies but are rarely adjusted. For non-exchange-traded instruments, the Administrator will utilises documented valuation procedures that are consistent and verifiable to ensure "Fair Value". These valuation procedures include, but are not limited to, third party vendors, broker quotes, specialized online broker pricing tools, internal and external models and cash flow evaluations for certain private placements.

In valuing each Master Class and each Series thereof, all liabilities of the Master Fund and provisions and allowances for contingencies (including tax) are deducted, as are determined to be appropriate, together with accrued costs and expenses payable by the Master Fund.

"**Hard-to-value**" securities include securities which have been delisted or suspended or which are not listed or quoted on a stock exchange (for example private equity, private debt, and other assets where price discovery is necessary to establish the most reliable valuation) or any securities where it is otherwise impossible or impractical to obtain an accurate and/or timely valuation. Such securities will be valued by the AIFM having regard to the cost prices, comparable market transactions or valuation methodologies, such as discounted cash flow analysis or enterprise valuation, and such other factors as may be considered in accordance with the Valuation Policy. Following the International Private Equity Valuation (IPEV) guidelines and complying with International Financial Reporting Standards, the AIFM may apply a valuation methodology for certain Level 3 assets based on par plus accrued interest (where applicable) minus any impairment, where this is deemed to be representative of fair value.

In addition, special situations affecting the valuation of the assets of the Master Fund may arise from time to time. Prospective investors should be aware that situations involving uncertainties as to the valuation of such assets could have an adverse effect on the net asset value of the Fund and the Master Fund.

Whilst the last available price in respect of each investment will generally be used in order to calculate the net asset value, the right is reserved to use more recent valuations where this is considered appropriate.

In the event that a price or valuation estimate accepted by the Master Fund subsequently proves to be incorrect or varies from a final published price, no adjustment to the net asset value of the applicable Master Class and Series then in issue will be made unless the AIFM deems it appropriate in the circumstances.

The AIFM may exercise its reasonable judgement in determining the values to be attributed to assets and liabilities and, provided they are acting *bona fide* in the interest of the Fund and the Master Fund as a whole, such valuation is not open to challenge by current or previous investors.

The base currency of the Master Fund and the Fund is the euro. To calculate the value of assets not denominated in the euro or the net asset value of Master Fund Shares (or Shares) not denominated in the euro, the Administrator

will apply an applicable exchange rate determined by the Administrator in accordance with the Valuation Policy. Applicable exchange rates may be determined and adjusted from time to time by the Administrator in accordance with the Valuation Policy.

The Administrator will normally calculate the net asset value of each Class and Series of the Fund as provided for in the Articles.

Publication of the Net Asset Value

The net asset value of the Fund and each Class and Series thereof and the net asset value of the Master Fund and each Master Class and Series thereof and the net asset value per Share is available from the Administrator upon request.

Possible Suspension

The General Partner, in its discretion, is empowered to suspend (i) the determination of the net asset value of the Fund and/or the Master Fund, respectively, or of a Class of the Fund or a Master Class of the Master Fund in respect of a Valuation Day, (ii) all redemptions for the whole or any part of any period for any Class or Classes and/or (iii) subscriptions for the whole or any part of any period for any Class or Classes, including without limitation in any of the following events:

(a) when one or more stock exchanges or markets which provide the basis for valuing a substantial portion of the assets of the Master Fund are closed other than for, or during, holidays or if dealings thereon are restricted or suspended;

(b) when, as a result of market political, economic, military, terrorist, public health, financial or monetary events or any circumstances outside the control, responsibility and power of the Master Fund (including any material market movements), disposal of the underlying assets of the Master Fund is not reasonably practicable without being seriously detrimental to interests of holders of Master Fund Shares or Shares or if, in the opinion of the General Partner, a fair price cannot be calculated or achieved for those assets;

(c) in the case of a breakdown of the means of communication normally used for valuing a significant portion of the assets of the Master Fund or if, for any reason, the value of any asset of the Master Fund may not be determined as rapidly and accurately as required;

(d) if, as a result of exchange restrictions or other restrictions affecting the transfer of funds, securities or other transactions on behalf of the Master Fund or the Fund are rendered impracticable or if purchases, sales, deposits and withdrawal of the assets of the Master Fund or the Fund cannot be effected at the normal rates of exchange;

(e) if a resolution calling for the liquidation, dissolution or reorganisation of the Master Company or the Master Fund or the liquidation, dissolution or reorganisation of the Company or the Fund or the closure of the Master Fund or a Master Class or the closure of the Fund or a Class has been proposed;

(f) when the General Partner determine that such suspension is necessary or desirable to facilitate an orderly winding up of the affairs of the Master Company or the Master Fund (or a Master Class) or the Company or the Fund (or a Class); or

(g) when the settlement of redemptions would, in the General Partner's opinion, result in a violation of law or violate any instrument or agreement governing any indebtedness incurred by the Fund or the Master Fund.

Notice of any suspension will be given without delay to any investor attempting to redeem. If a redemption request is not withdrawn by the requesting investor prior to the termination of the suspension, the redemption will take place as of the first Redemption Dealing Day following the termination of the suspension.

Any suspension declared shall take effect at such time as the General Partner shall declare, which may be at any time prior to, during or after the relevant Valuation Day, and shall continue until the General Partner declares the suspension to be at an end.

The General Partner also has the right to postpone any Redemption Dealing Day for up to five Business Days without the requirement to give notice to investors when, in their opinion, a significant proportion (which is likely to be five per cent. or more) of the assets of the Master Fund cannot be valued on an equitable basis and such difficulty is expected by the General Partner to be overcome within that period.

The General Partner reserves the right to withhold payment of redemption proceeds from persons who have redeemed prior to such suspension until after the suspension is lifted. Such right will be exercised in circumstances where the General Partner believes that to make such payment during the period of suspension would prejudice the interests of other investors.

If the calculation of net asset value is suspended after the relevant Redemption Dealing Day but prior to the calculation of the net asset value for that Redemption Dealing Day and the payment of redemption proceeds, the net asset value of the Shares and the Master Fund Shares that were redeemed as of such Redemption Dealing Day will be calculated as of first Business Day following the lifting of the suspension.

The General Partner will take all reasonable steps to bring any period of suspension to an end as soon as possible.

GENERAL INFORMATION

Material Contracts

The following contracts have been entered into by the Company in relation to the Fund and/or, as the case may be, the Master Company in relation to the Master Fund, on or about the date of this Information Memorandum and are or may be material. Information in relation to fees is contained under "*Fees and Expenses*" above.

(a) The AIFM Agreement. A summary of the principal terms of the AIFM Agreement may be found under "*Management; The AIFM*" above.

(b) The Investment Management Agreement. A summary of the principal terms of the Investment Management Agreement may be found under "*Management; The Investment Manager*" above.

(c) The Strategic Advisory Agreement. A summary of the principal terms of the Strategic Advisory Agreement may be found under "*Management; The Strategic Advisor*" above.

(d) The Administration Agreement. A summary of the principal terms of the Administration Agreement can be found under "*Administration*" above.

(e) The Depositary Agreement. A summary of the principal terms of the Depositary Agreement can be found under "*Depositary*" above.

(f) The agreements between the Master Fund and each of the Prime Brokers whereby each of the Prime Brokers will agree to provide prime brokerage and sub-custodian services to the Master Fund. A summary of the expected principal terms of the Prime Brokerage Agreements and the Sub-Custody Agreements can be found under "*Prime Brokers*" above.

The Company (in respect of the Fund) may in the future enter into marketing agreements with financial intermediaries approved by the General Partner.

All of the agreements listed above may be amended from time to time by mutual consent of the parties thereto.

The Company and the Master Company have the power to engage service providers and to change the service providers of the Fund and the Master Fund or the agreements with those service providers from time to time without notice to investors.

Legal Implications of Contractual Relationships

Limited Shareholders' relationship with the Company and rights as Limited Shareholders of the Company

The Company is an investment company with variable capital – reserved alternative investment fund (*société d'investissement à capital variable – fonds d'investissement alternative réservé, SICAV-RAIF*) governed under the 2016 Law, the 1915 Law, the Articles and this Information Memorandum.

Prospective Limited Shareholders will subscribe for Shares by completing an Application Form and on doing so, and following acceptance by the General Partner and the first issuance of Shares to such prospective Limited Shareholder, will become a Limited Shareholder in the Fund. Limited Shareholders' rights will be governed by and set out in the Articles, the Information Memorandum and the Application Form (including, if applicable, the Supplement for U.S. Persons) and any side letter entered into between that Limited Shareholder and the Company (in respect of the Fund), the Master Company (in respect of the Master Fund), the AIFM, the Investment Manager and/or their Affiliates.

The liability of Limited Shareholders will be limited to the amount of their investment.

Jurisdiction and applicable law

By subscribing for Shares, prospective Limited Shareholders agree to be bound by the Application Form (including, if applicable, the Supplement for U.S. Persons), the Articles, the Information Memorandum and

associated agreements, which are governed by, and construed in accordance with, the laws of the Grand Duchy of Luxembourg.

Certain associated agreements, including the AIFM Agreement, the Administration Agreement and the Depositary Agreement, are governed by, and construed in accordance with, the laws of the Grand Duchy of Luxembourg. The Investment Management Agreement is governed by the laws of England and Wales.

By subscribing for Shares, each Limited Shareholder irrevocably submits to the jurisdiction of the courts of the Grand Duchy of Luxembourg and waives any objection to proceedings in any such court on the ground of venue or on the ground that proceedings have been brought in an inconvenient forum.

There are no legal instruments in Luxembourg required for the recognition and enforcement of a judgment rendered in a Luxembourg court.

Investors' rights against third party service providers or the General Partner

As the Company and the Master Company will have no employees and each of the Company and the Master Company has appointed the AIFM as its Alternative Investment Fund Manager, each of the Company and the Master Company will be reliant on the performance of third-party service providers, including the AIFM, the Investment Manager, the Depositary, the Administrator and the Auditor, whose details are set out in this Information Memorandum (each, a "**Service Provider**").

Each Limited Shareholder's contractual relationship in respect of its Shares is with the Company (in respect of the Fund) only. No Limited Shareholder will have any direct contractual claim against any Service Provider with respect to such Service Provider's default or breach of its obligations.

Limited Shareholders may have a claim (derivative or not) against the General Partner pursuant to the terms of the Articles or applicable Luxembourg law, including, without limitation, for breach of a duty which may be found to be owed by the General Partner to the Company and/or the Limited Shareholders at law. In the event that a Limited Shareholder considers that it may have a claim against the General Partner or a direct claim against any Service Provider in connection with its investment in the Fund, such Limited Shareholder should consult its legal adviser.

Recognition and enforcement of judgments in Luxembourg

The courts of Luxembourg will recognise as valid, and will enforce, any final, conclusive and enforceable civil judgment obtained in a court of an E.U. member state in respect of any contracts relating to the Company and/or the Master Company (as the case may be) where the parties to such contract have submitted to the jurisdiction of the courts of such E.U. member state in accordance with the provisions of Council Regulation (EU) No 1215/2012 of 12 December 2012 on jurisdiction and the enforcement of judgments in civil and commercial matters (the "**Brussels Recast Regulation**"), save where the exclusions under article 1 paragraph 2 of the Brussels Recast Regulation apply. The Court of Appeal of Luxembourg may refuse to recognise and enforce a foreign judgment given on the basis of the Brussels Recast Regulation by the district courts of Luxembourg, but only on grounds specified in articles 45 and 46 of the said Brussels Recast Regulation.

In addition, Luxembourg is party to the Convention of 27 September 1968 on the jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (the "**Brussels Convention**"). Therefore, judgments obtained from the courts of territories excluded from the Brussels Recast Regulation pursuant to article 355 of the Treaty on the Functioning of the European Union would be recognised and enforceable by the Luxembourg courts in accordance with the applicable enforcement proceedings provided for in the Brussels Convention.

Luxembourg is also party to the Convention of 30 October 2007 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (the "**Lugano Convention**"). Judgments obtained in the courts of Iceland, Norway or Switzerland would therefore be recognised and enforceable by the Luxembourg courts in accordance with the applicable enforcement proceedings provided for in the Lugano Convention.

The courts of Luxembourg will recognise as valid, and will enforce, without reconsideration of the merits, any final, conclusive and enforceable civil judgment obtained against the Company and/or the Master Company (as the case may be) in the courts of a competent jurisdiction outside the scope of the Brussels Recast Regulation, the Brussels Convention or the Lugano Convention, subject to and in accordance with article 678 of the Luxembourg New Code of Civil Procedure. Luxembourg courts may refuse to recognise and enforce such a judgment if one or several of the following requirements defined by case law are not met, such as, amongst others:

(a) the foreign court judgment must be enforceable in the country in which it was rendered;

(b) the foreign court must have had jurisdiction according to the Luxembourg conflict of jurisdictions rules;

(c) the foreign procedure must have been regular in light of the laws of the country in which the judgment was rendered, in particular as regards rights of defence; and

(d) the judgment of the foreign court must not be contrary to the Luxembourg international public policy.

Managers' Interests

(a) Each of the Managers is appointed as a manager of the General Partner under an individual manager mandate agreement. Sandro Patti is also a director of Valiant Asset Management. The appointment of each GP Manager is subject to the General Partner's articles of association and continues until terminated by either the GP Manager or the General Partner, when it will terminate without entitlement to compensation (other than the balance of accrued fees and expenses). Each GP Manager is subject to a confidentiality undertaking without limitation of time. Each GP Manager must also communicate to the other Managers any conflict of interest or potential conflict of interest. There are no service contracts, other than the manager mandate agreements as set out above, in existence between the Company or the Master Company and any of their respective Managers, nor are any such contracts proposed.

(b) The Master Fund will pay each of the Managers an annual fee (as detailed under "*Fees and Expenses*" above) together with the reimbursement of their out-of-pocket expenses. Fees payable to the Managers may be increased from time to time. The Managers may waive all or part of their fees and may assign their fees to their respective employers. Sandro Patti has waived his manager fees at the level of the Master Fund. All of the Managers have waived their fees at the level of the Fund.

(c) The duties of the Managers may compete with or be different from the interests of the Fund or the Master Fund's service providers. Only the Board of Managers may terminate the services of any such service provider. Furthermore, the Managers may also serve as managers/directors of other investment entities and, to the extent that the interests of the Master Fund and/or the Fund and such other investment entities are inconsistent, such Managers may have a conflict of interest.

(d) Save as disclosed in this section and under "*Conflicts of Interest*", no GP Manager has any interest, direct or indirect, in the promotion of, or in any assets which have been or are proposed to be acquired or disposed of by, or leased to, the Master Fund or the Fund, and no GP Manager is materially interested in any contract or arrangement subsisting at the date of this Information Memorandum which is unusual in its nature or condition or which is significant in relation to the business of the Master Fund and/or the Fund.

(e) Although none of the Managers are required to be investors, all of the Managers and any Connected Persons may invest in the Fund. The level of any investment is likely to vary over time. The Managers and/or persons connected with Valiant Asset Management may make identical, similar or different own account investments from time to time.

(f) The Investment Manager may utilise brokerage, banking or other services provided by itself or other group companies. Commissions, fees or other benefits arising, which will be based upon arm's length commercial terms, will be retained by the entity concerned.

(g) Prime broker(s) and other service providers utilised by the Master Fund and/or the Fund may be selected for such reasons as the General Partner consider appropriate, which may include ancillary services and benefits, such as the introduction of investors to the Fund.

Fair Treatment of Investors and Investor Rights

Limited Shareholders will have the rights and obligations set out in the Articles, the AIFMD Rules, this Information Memorandum and the Application Form (including, as applicable, the Supplement for U.S. Persons).

Each eligible investor of Shares will only be a limited shareholder of the Fund and (i) will not be a limited shareholder of the Master Fund, (ii) will have no direct interest in the Master Fund, and (iii) will have no voting rights in the Master Fund. Each Limited Shareholder, by purchasing Shares, shall be deemed to have acknowledged and agreed that unless otherwise specified in this Information Memorandum, it will therefore not have any direct right to assert any claims against the Master Fund, the Affiliates of the Master Fund (other than the Fund, being the entity that such Limited Shareholder invests in) or any of their respective shareholders, directors/managers, officers, employees or agents (collectively, the "**Master Fund Affiliates**") for or in respect of any matter relating to the Fund or the Master Fund (including, without limitation, the subscription for Shares, any investment by the Fund in the Master Fund or the performance, activities or actions of the Master Fund or any of the Master Fund Affiliates as they relate to, impact upon or effect, directly or indirectly, the investment or position of the Company in the Master Fund or in the investment or position of the Limited Shareholder, or any similar, related or associated matter, fact or thing).

None of the agreements appointing the AIFM, the Investment Manager, the Administrator, the Prime Brokers, the Depositary, the Auditor or legal counsel provide for any third party rights for Limited Shareholders. Absent a direct contractual relationship between a Limited Shareholder and a service provider, Limited Shareholders generally have no direct rights against the relevant service provider and there are only very limited circumstances in which an investor may potentially bring a claim against a service provider.

The Investment Manager does not generally have a direct obligation to ensure fair treatment of investors by third parties. However, as a general matter, the General Partner owe certain duties to the Company and the Master Fund, respectively, which require them, among other things, to act in good faith and in what they consider to be the best interests of the Company and the Master Fund, respectively. In doing so, the General Partner will act in a manner that seeks to ensure the fair treatment of investors.

Under the AIFMD Rules, the AIFM, as Alternative Investment Fund Manager of the Company and the Master Fund, must treat all investors fairly. The AIFM ensures the fair treatment of investors through their decision-making procedures and policies and seek to (a) identify any preferential treatment, or the right thereto, afforded to investors and (b) ensure that any such preferential treatment does not result in an overall material disadvantage to other investors.

In addition, the AIFM monitors the terms of any side arrangements entered into with investors in relation to their investments in the Company and/or the Master Fund to seek to ensure the fair treatment of investors. In so doing, the AIFM takes into consideration whether such side arrangements are in accordance with side arrangements previously entered into.

Preferential Treatment of Investors

The Company, the Master Fund and/or the Investment Manager will have the power to and may enter into side letters in relation to the Company and/or the Master Fund with individual investors covering, *inter alia*, certain economic rights including fee sharing arrangements, capacity, fee rebates or restrictions, provision of additional information, most favoured investor commitments, individual investor approval requirements, rights of indemnification, redemption rights, co-investment rights, transfer rights and confirmations of how expenses will be borne.

Unless it is a contractual matter for the Investment Manager only, side letters will only be entered into in relation to the Company and/or the Master Fund with the explicit approval of the General Partner, who will act in the best interests of the Company and/or the Master Fund (as applicable) as a whole. A general description of the preferential treatment, the type of investors who obtain such preferential treatment and (if relevant) their legal or economic links with the Company, the Master Fund and/or the Investment Manager will be available to any investor or prospective investor on request to the Investment Manager.

AIFM's Professional Liability Coverage

In accordance with the AIFMD Rules, the AIFM holds professional indemnity insurance to cover professional liability risks. If at any time, the AIFM ceases to hold professional indemnity insurance, it will ensure that additional own funds are maintained to cover professional liability risks.

Reports and Financial Statements

(a) The Company's and the Master Fund's financial year ends on 31 December of each year, with the first financial period ending on 31 December 2024. Annual audited financial statements will be prepared and provided to the Limited Shareholders at least eight (8) days before the annual General Meeting of the Company. Monthly account statements will also be provided to investors within 30 calendar days from the end of the relevant month of a financial period. When available, a copy of the most recent financial statements may be obtained by existing or prospective investors on request.

(b) Further investor reporting may take place from time to time at the discretion of the General Partner. Investors wishing to receive such additional investor reporting are invited to contact the Administrator.

(c) The Investment Manager will not send to either the Company or the Master Fund, or to investors in either the Company or the Master Fund, confirmation of individual transactions effected in respect of the Company's or the Master Fund's portfolio.

(d) The base currency of account of the Company and the Master Fund is the euro. Accounts for each Class will be presented in the currency in which the Class is denominated.

Periodic and Regular Disclosure

(a) The following information will be made available to prospective Limited Shareholders prior to any investment in the Fund and/or the Master Fund and to Limited Shareholders at the same time as the Annual Report, and may be provided at other times by way of a report sent to investors by the Investment Manager or the Administrator:

(i) the percentage of the Company's or the Master Fund's assets that are subject to special arrangements arising from their illiquid nature;

(ii) any material changes to the arrangements for managing the liquidity of the Company or the Master Fund;

(iii) the current risk profile of the Company and/or the Master Fund and the risk management systems employed by the Investment Manager to manage those risks; and

(iv) the total amount of leverage employed by the Company and/or the Master Fund.

(b) The following information will be provided by the Investment Manager or the Administrator to investors without undue delay (and may be provided by email) in accordance with the AIFMD Rules:

(i) any change to the maximum level of leverage which the Investment Manager may employ on behalf of the Fund and/or the Master Fund;

(ii) the grant of or any changes to any right of re-use of collateral or any changes to any guarantee granted under any leveraging arrangement; and

(iii) the activation of liquidity management tools.

Use of Third Party Research

The Investment Manager may use full service execution brokers when implementing its investment decisions on behalf of the Master Fund. Such brokers may, in addition to routine order execution, facilitate the provision of research to the Investment Manager either from the broker itself or a third party research provider. The Investment

Manager may also use third party research providers which are not providing execution services to the firm's clients. All such services are referred to as "third party research".

The costs of third party research may be allocated by the Investment Manager on an equitable basis among its clients (or groups of its clients) including the Master Fund (each such allocation a "**research charge**").

Any such cost allocations will be based on a written policy and a research budget set by the Investment Manager which may be updated not less than annually and agreed by the General Partner. The Investment Manager will provide a regular assessment of the potential value of third party research to the General Partner.

Research charges may be paid into a separate research payment account controlled by the Investment Manager. The Investment Manager may delegate the administration of such account to a third party and arrange for payments to be credited to it in such manner as the Investment Manager considers appropriate. This may include deducting the research charge directly from the Master Fund's assets or collecting it alongside transaction commission payments to execution brokers and then transferring it into the research payment account at monthly or other periodic intervals.

Third party research will be purchased by the Investment Manager where the Investment Manager considers that such research will benefit the Master Fund by assisting the Investment Manager in seeking to achieve the investment objective and strategy of the Master Fund. The purchase of third party research will be subject to appropriate controls and oversight by the Investment Manager designed to ensure that the research budget is managed and used in the interests of its clients and will include regularly assessing the quality of the research purchased.

Where the Investment Manager operates such an arrangement it will provide the General Partner with information on the amount budgeted for initial research, the estimated research charge to be allocated to the Master Fund, the frequency with which it will be deducted and any subsequent increases in the budget. On an annual or more frequent basis it will also provide information on the actual costs incurred for such third party research. The Investment Manager will also provide the General Partner with disclosure in relation to such arrangements upon request in accordance with the FCA Rules.

Historic Performance

Following inception of the Fund and the Master Fund, the historic performance of the Fund and the Master Fund will be made available from the Investment Manager upon request.

Additional Information

Copies of the following documents can be obtained from, and may be inspected (without charge) at, the registered office of the General Partner:

(a) the Articles;

(b) the Master Company Articles; and

(c) annual or periodic reports (including all annual and interim financial statements (if any)) of the Company in respect of the Fund and the Master Company in respect of the Master Fund.

TAX CONSIDERATIONS

General

The statements on taxation below are intended to be a general summary of certain Luxembourg, U.S. and U.K. tax consequences that may impact the Company, the Fund, the Master Company, the Master Fund and the Limited Shareholder. The statements relate to investors holding Shares as an investment (as opposed to an acquisition by a dealer) and are based on the law and practice in force in the relevant jurisdiction at the date of this Information Memorandum. As is the case with any investment, there can be no guarantee that the tax position or proposed tax position prevailing at the time an investment in the Master Fund through the Company is made will endure indefinitely.

Prospective investors should familiarise themselves with and, where appropriate, take advice on the laws and regulations (such as those relating to taxation and exchange controls) applicable to the subscription for, and the holding and realisation of, Shares in the places of their citizenship, residence and domicile.

The Fund, via the Master Fund, may be subject to exchange control restrictions in jurisdictions in which investments are made or local withholding taxes in respect of income or gains derived from its investments in underlying investee countries. Taxation law and practice and the levels and bases of and reliefs from taxation relating to the Fundy and/or the Master Fund and to their investors may change from time to time.

Luxembourg

The following is an overview of certain tax consequences of purchasing, owning and disposing of the Shares. It does not purport to be a comprehensive description of all of the tax considerations that might be relevant to an investment decision. It is included herein solely for preliminary information purposes. It is not intended to be, nor should it be construed to be, legal or tax advice. It is a description of certain tax consequences for Limited Shareholders with respect to the Shares and may not include tax considerations that arise from rules of general application or that are generally assumed to be known to the Limited Shareholders. This overview is based on the laws in force as at the date of this Information Memorandum and is subject to any change in law, possibly with retrospective effect, that may take effect after such date. Please be aware that the residency concept used under the headings below applies for Luxembourg income tax assessment purposes only. Any reference in this section to a tax, duty, levy impost or other charge or withholding of a similar nature refers to Luxembourg tax law and/or concepts only. Please note that a reference to Luxembourg income tax encompasses corporate income tax (*impôt sur le revenu des collectivités*), municipal business tax (*impôt commercial communal*), a solidarity surcharge (*contribution au fonds pour l'emploi*), as well as personal income tax (*impôt sur le revenu*) generally. Prospective Limited Shareholders may further be subject to net worth tax (*impôt sur la fortune*) as well as other duties, levies or taxes. Corporate income tax, municipal business tax as well as the solidarity surcharge invariably apply to most corporate taxpayers who are residents of Luxembourg for tax purposes. Individual taxpayers are generally subject to personal income tax and to the solidarity surcharge. Under certain circumstances, where an individual taxpayer acts in the course of the management of a professional or business undertaking, municipal business tax may apply as well.

It is expected that the prospective Limited Shareholders will be resident for tax purposes in many different countries. Consequently, no attempt is made in this Information Memorandum to summarise the taxation consequences for each prospective Limited Shareholders subscribing, converting, holding or redeeming or otherwise acquiring or disposing of Shares. These consequences will vary in accordance with the law and practice currently in force in a Limited Shareholder's country of citizenship, residence, domicile, establishment or incorporation and with their personal circumstances.

Prospective Limited Shareholders should consult their professional advisors with respect to the tax consequences of an investment in the Fund, their particular circumstances, the effects of state, local or foreign laws to which they may be subject and as to their tax position.

Taxation of the Fund

Under current law and practice, a reserved alternative investment fund not investing in risk capital subject to the 2016 Law (a "**RAIF**") is exempt from any Luxembourg taxation on its profits. The Fund is set up as a compartment of an SCA SICAV-RAIF and, as the Company, is not subject to any Luxembourg taxation on its profits, nor Luxembourg net worth tax.

The Fund is subject to an annual subscription tax (*taxe d'abonnement*) at the rate of 0.01% based on the net assets of the Fund as of the last day of each quarter, calculated and paid quarterly.

However, certain exemptions from subscription tax may apply. In particular, the following are exempt from the subscription tax:

- the value of the assets represented by units, shares or interest held in other Luxembourg undertakings for collective investment, provided that such units have already been subject to the subscription tax, such as the Master Fund Shares in the Master Fund;

- RAIFs, as well as individual compartments of RAIFs with multiple compartments:

    - which are authorised as short term money market funds under the Regulation EU/2017/1131 dated 14 June 2017 on money market funds; and
    - that have obtained the highest possible rating from a recognised rating agency;

- RAIFS, as well as individual compartments of RAIFs, whose main objective is the investment in microfinance institutions, which are required under their investment policy to invest at least fifty per cent. (50%) of their assets in one or more microfinance institutions; and

- RAIFs, individual compartments or classes of shares/units of RAIFs, that are reserved for: (i) institutions for occupational retirement provision, or similar investment vehicles, created on the initiative of one or several employers for the benefit of their employees; and (ii) companies of one or several employers investing funds they hold, to provide retirement benefits to their employees.

For the purpose of the exemption under the third item above, the following are considered as microfinance institutions: (a) financial institutions which invest at least fifty per cent. (50%) of their assets in financial transactions (other than consumer loans): (i) the objective of which is to assist poor populations excluded from traditional financial system by the financing of small activities generating revenues; and (ii) the value of which does not exceed EUR5,000; and (b) microfinance funds falling themselves within the scope of the subscription tax exemption.

Withholding Tax

Under the 2016 Law as currently in force, dividend payments made by the Fund to, as well as liquidation proceeds and capital gains derived by, Limited Shareholders are not subject to any withholding taxes in Luxembourg.

However, revenues realised by the Fund may be subject to withholding taxes in the country of origin of these monies, or of the payer.

Value Added Tax ("VAT")

As an AIF within the meaning of the AIFMD, under the current administrative practice of the Luxembourg tax authorities, the Company will qualify as a "taxable person" for value added tax ("**VAT**") purposes in Luxembourg. Considering its activity, the fund should have no right to deduct any VAT incurred on costs.

As a taxable person established in Luxembourg, the Company will be obliged, in principle, to self-assess Luxembourg VAT on services received from suppliers established outside Luxembourg unless such services benefit from a VAT exemption under Luxembourg VAT legislation.

The Company should benefit from a VAT exemption applicable to certain services rendered for its benefit which qualify as fund management services within the meaning of the Luxembourg VAT legislation. Services qualifying as supervision and control, such as the statutory functions of the Depositary do not benefit from the exemption.

No Luxembourg VAT liability arises, in principle, in respect of any payments made by the Fund to a Limited Shareholder to the extent such payments are linked to that Limited Shareholder's subscription for Shares and could not be seen as constituting payments made as consideration for any services or goods supplied by that Limited Shareholder to the Fund.

Tax Residency of the Limited Shareholders

A Limited Shareholder will not become resident, nor be deemed to be resident, in Luxembourg by reason only of the subscription, holding and/or disposal of Shares or the execution, performance or enforcement of its rights thereunder.

Taxation of the Limited Shareholders

Non-resident Limited Shareholders

Under current legislation, non-resident Limited Shareholders are not subject to any capital gains or income taxes in Luxembourg with respect to their Shares, except if they have a permanent establishment or a permanent representative in Luxembourg through which/whom such Shares are held. Non-resident Limited Shareholders which/who have neither a permanent establishment nor a permanent representative in Luxembourg do not need to make any tax filing in Luxembourg in respect of the acquisition, holding or disposal of Shares.

Non-resident Limited Shareholders which/who have a permanent establishment or a permanent representative in Luxembourg to which the Shares are attributable must include any income received, as well as any gain realized on the sale, disposal or redemption of Shares, in their taxable income for Luxembourg tax assessment purposes.

Resident Limited Shareholders

For Luxembourg resident individual Limited Shareholders acting in the course of the management of their private wealth, capital gains realised on the redemption or sale of the Shares should only be subject to income tax in Luxembourg (i) if such Shares are redeemed or sold within a period of six (6) months since their acquisition or (ii) if the Limited Shareholder holds or has held (either solely or together with their spouse or partner and minor children) directly or indirectly more than 10% of the issued share capital of the Fund at any time during a period of five (5) years before the realization of the capital gain. Capital gains realized on the disposal of the Shares by Luxembourg resident individual Limited Shareholders, who act in the course of the management of a professional or business undertaking, are subject to income tax at ordinary rates.

Dividends derived from the Shares by Luxembourg resident individual Limited Shareholders, who act in the course of either the management of their private wealth or the management of a professional or business undertaking, are subject to income tax at ordinary rates.

Dividends and capital gains realized by Luxembourg fully taxable resident corporate Limited Shareholders not benefiting from a special tax regime, are in principle fully subject to Luxembourg corporation taxes at ordinary rates.

Taxation of the Master Fund

Under the currently applicable Luxembourg Law, and subject to the additional developments here below, the Master Fund is set up as a compartment of an SCA SICAV-RAIF and, as the Master Company, is not subject to any Luxembourg taxation on its profits, nor Luxembourg net worth tax.

The Master Fund is subject to an annual subscription tax (*taxe d'abonnement*) at the rate of 0.01% based on the net assets of the Master Fund as of the last day of each quarter, calculated and paid quarterly.

The same exemption as for the Fund may apply under the same conditions (see above).

Withholding Tax

There is no withholding tax in Luxembourg on dividends, interest and liquidation proceeds paid by the Master Fund to the Fund. However, revenues realised by the Master Fund may be subject to withholding taxes in the country of origin of the income or of the payer.

Value Added Tax

As an AIF within the meaning of the AIFMD, under the current administrative practice of the Luxembourg tax authorities, the Master Fund will qualify as a "taxable person" for VAT purposes in Luxembourg. Considering its activity, the Master Fund should have no right to deduct any VAT incurred on costs.

As a taxable person established in Luxembourg, the Master Fund will be obliged, in principle, to self-assess Luxembourg VAT on services received from suppliers established outside Luxembourg unless such services benefit from a VAT exemption under Luxembourg VAT law.

The Master Fund should benefit from a VAT exemption applicable to certain services rendered for its benefit which qualify as fund management services within the meaning of the Luxembourg VAT law. Services qualifying as supervision and control, such as the statutory functions of the Depositary, do not benefit from the exemption.

No Luxembourg VAT liability arises, in principle, in respect of any payments made by the Master Fund to the Fund and could not be seen as constituting payments made as consideration for any services supplied by the Fund to the Master Fund.

Automatic exchange of information on tax matters

FATCA

FATCA are provisions of the Hiring Incentives to Restore Employment ("**HIRE**") Act representing an expansive information reporting regime enacted by the U.S. which aims at ensuring that U.S. Limited Shareholders holding financial assets outside the U.S. will be reported by financial institutions to the IRS, as a safeguard against U.S. tax evasion. As a result of the HIRE, and to discourage non-US financial institutions from staying outside this regime, all U.S. securities held by a financial institution that does not enter and comply with the regime will be subject to a US tax withholding of thirty per cent. (30%) on gross income.

On 28 March 2014, Luxembourg signed a Model 1 Intergovernmental Agreement (the "**Luxembourg IGA**") with the U.S. and a memorandum of understanding in respect thereof, which was ratified in Luxembourg by the act of 24 July 2015 (the "**Luxembourg FATCA Act**"). The Fund is obliged to comply with the provisions of FATCA under the terms of the Luxembourg FATCA Act. The Fund (or one of its agents) is required to collect information aiming to identify its direct and indirect investors that are "Specified US Persons" for FATCA purposes ("**reportable accounts**"). Any such information on reportable accounts provided to the Fund will be shared with the Luxembourg tax authorities that will exchange that information on an automatic basis with the IRS.

The Fund intends to comply with the provisions of the Luxembourg FATCA Act to be deemed compliant with FATCA and should thus not be subject to the thirty per cent. (30%) withholding tax (the "**FATCA Withholding**") with respect to its share of any such payments attributable to actual and deemed US investments of the Fund.

To ensure compliance with the regulations relating to FATCA and the provisions of the Luxembourg FATCA Act, the Fund may:

- require any Limited Shareholder to furnish all information and documentary evidence to ascertain the Limited Shareholder's FATCA status;

- report information concerning a Limited Shareholder to the Luxembourg tax authorities if such account is deemed a reportable account (and the Limited Shareholder waives, if applicable, any conflicting rules on banking secrecy data-protection) and report payments to certain entities; and

- provide information to third parties to allow these to make an applicable FATCA Withholding.

Under the Luxembourg FATCA Act, such information may be onward reported by the Luxembourg tax authorities to the IRS under the general information exchange provisions of the US Luxembourg Income Tax Treaty.

Additional intergovernmental agreements similar to the Luxembourg IGA (each an "**IGA**") have been entered into or are under discussion by other jurisdictions with the U.S. Limited Shareholders holding investments via distributors that are not in Luxembourg or in another country which has entered into an IGA should check with such distributor as to the distributor's intention to comply with FATCA. Additional information may be required by the Fund, the AIFM, the Investment Manager, the Administrator or distributors from certain investors in order to comply with their obligations under FATCA or under an applicable IGA.

The scope and application of FATCA Withholding and information reporting pursuant to the terms of FATCA and the IGAs is subject to review by the U.S., Luxembourg and other IGA governments, and the rules may change. Limited Shareholders should contact their own tax advisors regarding the application of FATCA to their particular circumstances.

Common Reporting Standard

Drawing extensively on the intergovernmental approach to implementing FATCA, the OECD developed the CRS to address the issue of offshore tax evasion on a global basis. Aimed at maximising efficiency and reducing cost for financial institutions, the CRS provides a common standard for due diligence, reporting and exchange of financial account information. Pursuant to the CRS, participating jurisdictions will obtain from reporting financial institutions, and automatically exchange with exchange partners on an annual basis, financial information with respect to all reportable accounts identified by financial institutions on the basis of common due diligence and reporting procedures. Luxembourg has implemented the CRS through the act of 18 December 2015 on the automatic exchange of tax information on financial accounts (the "**Luxembourg CRS Act**") and implementing the EU Directive 2014/107/EU on the automatic exchange of information in the field of taxation into Luxembourg Law.

As a result, the Fund will be required to report information on investors of the Fund to comply with the CRS due diligence and reporting requirements, as adopted by Luxembourg. Limited Shareholders may be required to provide additional information to the Fund to enable it to satisfy its obligations under the CRS. Failure to provide requested information may subject a Limited Shareholder to liability for any resulting penalties or other charges and/or compulsory redemption of its Shares.

The Fund is a Luxembourg established financial institution that needs to comply with the requirements of the Luxembourg CRS Act. Accordingly, the Fund may require its Limited Shareholders to provide information in relation to the identity and fiscal residence of financial account holders (including certain entities and their controlling persons) in order to ascertain their CRS status. Responding to CRS-related questions is mandatory. The Fund will be required to report annually directly or through any agent to whom this responsibility will have been delegated to the Luxembourg tax authorities the value of interests held by, and related payments made to:

– individuals resident in a reportable jurisdiction, i.e. an EU Member State or a third country listed in a Grand-Ducal regulation,
– certain entities resident in a reportable jurisdiction (unless exempt from reporting), and
– certain entities controlled (as defined in the Luxembourg CRS Act) by a person resident of a reportable jurisdiction.

Such information will be onward reported by the Luxembourg tax authorities to the competent foreign authorities of the reportable jurisdictions.

Data protection disclosure related to automatic exchange of information on tax matters

Investors are informed that that their personal data (including, but not limited to, their name, their address, their tax identification number) as well as personal data of their controlling persons as the case may be and financial information may be exchanged with the Luxembourg tax authorities (*Administration des contributions directes*)

that can in turn forward that information to the relevant foreign tax authorities, including the IRS and tax authorities of a reportable jurisdiction.

The Limited Shareholders are informed that to ensure an efficient service, the data may be processed and the reporting may be prepared either by the Company, or the Master Company, as applicable, or any authorised third party which will then transmit them to the Luxembourg tax authorities (*Administration des contributions directes*).

Limited Shareholders must provide any additional information that might be required from time to time by the Company or the Master Company, as applicable, for the purposes of the Luxembourg FATCA Act and Luxembourg CRS Act, and failure to do so within the prescribed timeframe may trigger a reporting to the Luxembourg tax authorities (*Administration des contributions directes*), and/or being declined to invest or having their Shares being subject to mandatory redemption/disposal.

Limited Shareholders have a right of access to the data that is collected with respect to the Shares held in the Fund and that Limited Shareholders have a right to rectify them in case of error. The Company (or any authorised third party), acting as CRS and FATCA data controller, will in no circumstances use the compiled data other than for CRS and FATCA purposes.

Limited Shareholders shall also refer to the Data Protection Section.

United Kingdom

The following information is a summary of the anticipated tax treatment in the U.K.. This information is based on the law as enacted in the U.K. on the date of this Information Memorandum, is subject to changes therein (possibly with retrospective effect) and is not exhaustive. The summary applies only to persons who hold their Shares beneficially as an investment and not for trading or other purposes and (save where expressly referred to) who are resident in the U.K. for U.K. tax purposes.

The following information does not constitute legal or tax advice. Prospective investors should consult their own professional advisors on the implications of making an investment in, and holding or disposing of Shares and the receipt of distributions with respect to such Shares under the law of the countries in which they are liable to taxation. Prospective investors should consult their own professional advisors if they are in any doubt about their position.

The Master Fund

The Board of Managers intends that the affairs of the General Partner should be managed and conducted so that it does not become resident in the U.K. for U.K. taxation purposes. Accordingly, and provided the Master Fund does not carry on a trade in the U.K. through a permanent establishment situated therein for U.K. corporation tax purposes or a branch or agency situated in the U.K. which would bring the General Partner within the charge to income tax, neither the General Partner nor any non-U.K. resident Limited Shareholder will be subject to U.K. income or corporation tax on income and capital gains arising to the Master Fund other than by the way of withholding tax. The Board of Managers intends that the affairs of the General Partner are conducted so that no such permanent establishment, branch or agency will arise insofar as this is within their control, but it cannot be guaranteed that the conditions necessary to prevent any such permanent establishment, branch or agency coming into being will at all times be satisfied.

Interest and other income received by the Master Fund which has a U.K. source may be subject to withholding taxes in the United Kingdom.

The Fund

As the Fund is an alternative investment fund for the purposes of the Alternative Investment Fund Managers Regulations 2013, the Fund should not be considered to be U.K. resident for U.K. tax purposes. Accordingly, and provided that the Fund does not carry on a trade in the U.K. through a permanent establishment situated therein for U.K. corporation tax purposes or through a branch or agency situated in the U.K. within the charge to income tax, the Fund will not be subject to U.K. corporation tax or income tax on income and capital gains arising to it, save as noted below in relation to possible withholding tax on certain U.K. source income. The General Partner

intends that the affairs of the Fund are conducted so that no such permanent establishment, branch or agency will arise insofar as this is within their control, but it cannot be guaranteed that the conditions necessary to prevent any such permanent establishment, branch or agency coming into being will at all times be satisfied.

Certain interest and other income received by the Fund which has a U.K. source may be subject to withholding taxes in the U.K.

Automatic Exchange of Information on Tax Matters

Limited Shareholders are referred to the section headed "*Automatic Exchange of Information on Tax Matters*" above.

***U.S. Federal Income Tax* Considerations**

The following discussion is a general summary of certain U.S. federal tax consequences that may result to the Fund and its Limited Shareholders in connection with their investment in the Fund. The discussion does not purport to deal with all of the U.S. federal income tax consequences applicable to the Fund or to all categories of investors, some of whom may be subject to special rules. In particular, because U.S. Taxpayers (as defined herein), other than tax-exempt U.S. Taxpayers, generally are not expected to invest in the Fund, the discussion does not address the U.S. federal tax consequences to such investors of an investment in Shares. Such investors should consult their own tax advisers. The following discussion assumes that no U.S. Taxpayer owns or will own, directly or indirectly, or will be considered as owning by application of certain tax law rules of constructive ownership, 10% or more of the total combined voting power or value of all Shares of the Fund. The General Partner does not, however, guarantee that this will always be the case. Investors should consult their own tax advisers regarding the tax consequences to them of an investment in the Fund under applicable U.S. federal, state, local and non-U.S. income tax laws as well as with respect to any special gift, estate and inheritance tax issues in light of their particular circumstances.

The following discussion assumes that each of the Company and the Master Company will treat each Compartment of the Company or the Master Company, as applicable, as a separate entity for U.S. federal income tax purposes. There can be no assurance that the U.S. Internal Revenue Service will agree with the position taken by the Company or the Master Company.

Taxation of the Fund and the Master Fund

The Master Fund intends to be treated as a "partnership," and not a "publicly traded partnership" that is taxable as a corporation, for U.S. federal income tax purposes. As such, it generally will not be subject to any regular U.S. federal income tax. Instead, the investors in the Master Fund (including the Fund) will be treated as being engaged in the activities carried on by the Master Fund and, to the extent subject to U.S. federal income tax, will be taxable on their distributive share of the Master Fund's income and gain.

The Fund intends to be treated as a corporation for U.S. federal income tax purposes. Because the Fund will invest substantially all of its assets in the Master Fund, the determination of whether the Fund is engaged in a U.S. trade or business primarily will depend on whether the Master Fund is so engaged. Each of the Master Fund and the Fund generally intends to conduct its affairs so that it will not be deemed to be engaged in a trade or business in the United States and, therefore, none of its income will be treated as "effectively connected" with a U.S. trade or business. If none of the Fund's income (directly or indirectly through the Master Fund) is effectively connected with a U.S. trade or business, certain categories of income (for example, dividends, certain dividend equivalent payments, and certain types of interest income) derived by the Fund from U.S. sources will be subject to a U.S. tax of 30%, which tax is generally withheld from such income. Certain other categories of income, generally including capital gains (including those derived from options transactions) and interest on certain portfolio debt obligations (which may include U.S. government securities), original issue discount obligations having an original maturity of 183 days or less, and certificates of deposit, will not be subject to this 30% tax.

If, on the other hand, the Fund (directly or indirectly through the Master Fund) derives income which is effectively connected with a U.S. trade or business, such income will be subject to U.S. federal income tax at the rate applicable to U.S. domestic corporations, and the Fund may also be subject to a branch profits tax. Furthermore, the Master Fund will be required to withhold quarterly amounts of tax from the amount of any effectively

connected taxable income allocable to the Fund at the highest rate of tax applicable to U.S. corporate taxpayers. Thus, the Fund would be taxable on capital gains, as well as other income, which is treated as effectively connected with its U.S. trade or business and would be required to file U.S. tax returns. Gain from an actual or deemed disposition of the Fund's interest in the Master Fund also would be treated as effectively connected with a U.S. trade or business to the extent that the Fund would have had effectively connected gain if the Master Fund sold all of its assets at fair market value. In such event, a transferee of the interest generally would be required to withhold tax at a 10% rate from the amount realised by the Fund from the disposition. For transfers occurring after 2022, the Master Fund would be required to withhold any amount (plus interest) that the transferee failed to withhold as required. Any taxes so withheld by the Master Fund, or by a transferee of the Fund's interest in the Master Fund, would be creditable against the Fund's U.S. federal income tax liability.

As noted above, each of the Fund and the Master Fund generally intends to structure its investments so that it will not be deemed to be engaged in a trade or business in the United States and, therefore, none of its income will be treated as "effectively connected" with a U.S. trade or business. Specifically, each of the Fund and the Master Fund generally intends to qualify for safe harbours in the Code, pursuant to which it will not be treated as engaged in such a business if its activities are limited to trading in stocks and securities or commodities for its own account. These safe harbours apply regardless of whether the trading is done by such entity, a resident broker, commission agent, custodian or other agent, or whether such agent has discretionary authority to make decisions in effecting the transactions. The safe harbours do not apply to a dealer in stocks or securities; neither the Fund nor the Master Fund intends to be such a dealer. In addition, the commodities trading safe harbour applies only if the commodities are of a kind customarily dealt in on an organized commodity exchange, and if the transaction is of a kind customarily consummated at such place.

Notwithstanding the foregoing, the application of the safe harbours described above is not entirely certain, and there can be no assurance that all of the investment activities of the Fund and the Master Fund, to the extent conducted within the United States, will fall within the protection of these safe harbours. For example, it can be difficult to distinguish between acquiring debt obligations in secondary market transactions within the scope of the safe harbours, and engaging in a finance business, which is not protected by the safe harbours. Investments, if any, in nonperforming debt obligations, followed by involvement in a restructuring or workout of the obligation or issuer, also could be viewed as trade or business activity that is not protected by the safe harbours. Furthermore, even if the Fund and the Master Fund operate within the safe harbours, gains arising from dispositions, if any, of investments (other than as a creditor) in U.S. real property interests (including certain U.S. corporations that hold U.S. real property interests) also would be deemed to be effectively connected with a U.S. trade or business and subject to U.S. income taxes and withholding. Thus, there can be no assurance that the Fund and the Master Fund may not be deemed to be engaged in a U.S. trade or business in any given year. Alternative structures, including one or more corporations, may be used to manage any resulting tax exposure. Any such structures would be designed to reduce or eliminate the exposure of the Fund to effectively connected income. It is expected that any such structures would themselves be subject to U.S. federal income taxation.

U.S. Foreign Account Tax Compliance Act ("FATCA") Considerations

Pursuant to FATCA, each of the Fund and the Master Fund will be subject to U.S. federal withholding taxes (at a 30% rate) on payments of certain amounts made to such entity ("**withholdable payments**"), unless such entity complies (or is deemed compliant) with extensive reporting and withholding requirements. Withholdable payments generally include interest (including original issue discount), dividends, rents, annuities, and other fixed or determinable annual or periodical gains, profits or income, if such payments are derived from U.S. sources. Income which is effectively connected with the conduct of a U.S. trade or business, is not, however, included in this definition.

To avoid the withholding tax, unless deemed compliant, each of the Fund and the Master Fund will be required to enter into an agreement with the United States to identify and disclose identifying and financial information about each U.S. Taxpayer (or foreign entity with substantial U.S. ownership) which invests in such entity, and to withhold tax (at a 30% rate) on withholdable payments and related payments made to any investor which fails to furnish information requested by such entity to satisfy its obligations under the agreement. Pursuant to an intergovernmental agreement between the United States and Luxembourg, each of the Fund and the Master Fund may be deemed compliant, and therefore not subject to the withholding tax, if it identifies and reports U.S. taxpayer information directly to the Luxembourg government. Certain categories of U.S. investors, generally

including, but not limited to, tax-exempt organisations, publicly traded corporations, banks, regulated investment companies, real estate investment trusts, common trust funds, brokers, dealers and middlemen, and state and federal governmental entities, are exempt from such reporting. Detailed guidance as to the mechanics and scope of this reporting and withholding regime is continuing to develop. There can be no assurance as to the timing or impact of any such guidance on future Fund operations.

Limited Shareholders will be required to furnish appropriate documentation certifying as to their U.S. or non-U.S. tax status, together with such additional tax information as the Fund or its agents may from time to time request. Failure to provide requested information or (if applicable) satisfy its own FATCA obligations may subject a Limited Shareholder to liability for any resulting U.S. withholding taxes, U.S. tax information reporting and/or mandatory redemption of such Limited Shareholder's Shares in the Fund.

Taxation of Limited Shareholders

The U.S. tax consequences to a Limited Shareholder of distributions from the Fund and of dispositions of Shares generally depend on the Limited Shareholder's particular circumstances, including whether the Limited Shareholder conducts a trade or business within the United States or is otherwise taxable as a U.S. Taxpayer.

U.S. Taxpayers will be required to furnish the Fund with a properly executed IRS Form W-9; all other Limited Shareholders will be required to furnish an appropriate, properly executed IRS Form W-8. Amounts paid to a U.S. Taxpayer Limited Shareholder as dividends from the Fund, or as gross proceeds from a redemption of Shares, generally will be reported to the U.S. Taxpayer Limited Shareholder and the IRS on an IRS Form 1099 (except as otherwise noted below). Failure to provide an appropriate and properly executed IRS Form W-8 (in the case of Limited Shareholders who are not U.S. Taxpayers) or IRS Form W-9 (for Limited Shareholders who are U.S. Taxpayers) may subject a Limited Shareholder to backup withholding tax. Backup withholding is not an additional tax. Any amounts withheld may be credited against a Limited Shareholder's U.S. federal income tax liability.

Tax-exempt organisations, corporations, non-U.S. Limited Shareholders and certain other categories of Limited Shareholders will not be subject to reporting on IRS Form 1099 or backup withholding, if such Shareholders furnish the Fund with an appropriate and properly executed IRS Form W-8 or IRS Form W-9, as appropriate, certifying as to their tax-exempt status.

Taxation of U.S. Tax-Exempt Limited Shareholders

*Passive Foreign Investment Company ("**PFIC**") Rules – In General.* The Fund is expected to be a PFIC within the meaning of Section 1297(a) of the Code. In addition, the Fund may invest directly or indirectly in other entities that are classified as PFICs. Thus, investors may be treated as indirect shareholders of PFICs in which the Fund or the Master Fund invests. U.S. Taxpayer Limited Shareholders are urged to consult their own tax advisers with respect to the application of the PFIC rules. The Fund does not intend to provide U.S. Taxpayers with the information necessary to make an effective "qualified electing fund" ("**QEF**") election.

PFIC Consequences - Tax-Exempt Organizations - Unrelated Business Taxable Income - Certain entities (including qualified pension and profit-sharing plans, individual retirement accounts, 401(k) plans and Keogh plans) ("**Tax-exempt Entities**") generally are exempt from U.S. federal income taxation except to the extent that they have unrelated business taxable income ("**UBTI**"). UBTI is income from a trade or business regularly carried on by a Tax-exempt Entity which is unrelated to the entity's exempt activities. Various types of income, including dividends, interest and gains from the sale of property other than inventory and property held primarily for sale to customers, are excluded from UBTI, so long as the income is not derived from debt-financed property.

Capital gains derived by a Tax-exempt Entity from the sale or exchange of Shares and any dividends received by a Tax-exempt Entity with respect to its Shares should be excluded from UBTI, provided that the Tax-exempt Entity has not incurred acquisition indebtedness in connection with the acquisition of such Shares.

Under current law, the PFIC rules apply to a Tax-exempt Entity that holds Shares only if a dividend from the Fund would be subject to U.S. federal income taxation in the hands of the Tax-exempt Entity (as would be the case, for

example, if the Shares were debt-financed property in the hands of the Tax-exempt Entity). It should be noted, however, that temporary and proposed regulations appear to treat certain tax-exempt trusts (but not qualified plans) differently than other Tax-exempt Entities by treating the beneficiaries of such trusts as PFIC Limited Shareholders and thereby subjecting such persons to the PFIC rules.

Other Tax Considerations – The foregoing discussion assumes that no U.S. Taxpayer owns or will own, directly or indirectly, or be considered as owning by application of certain tax law rules of constructive ownership, 10% or more of the total combined voting power or value of all Shares of the Fund. The Fund, however, does not guarantee that this will be the case. If the U.S. ownership of Shares were so concentrated, other U.S. tax law rules which are designed to prevent deferral of U.S. income taxation (or conversion of ordinary income into capital gain) through investment in non-U.S. corporations could apply to an investment in the Fund. For example, the Fund could, in such a circumstance, be considered a "controlled foreign corporation," in which case a U.S. Taxpayer might, in certain circumstances, be required to include in income that amount of the Fund's "subpart F income" and "global intangible low-taxed income" to which the U.S. Taxpayer would have been entitled had the Fund currently distributed all of its earnings. (Under current law, such income inclusions generally would not be expected to be treated as UBTI, so long as not deemed to be attributable to insurance income earned by the Fund or debt-financed Shares.) Also, upon the sale or exchange of Shares, all or part of any resulting gain could be treated as a dividend. Similar rules could apply with respect to any other non-U.S. corporations that are held by a U.S. Taxpayer indirectly through the Fund.

The PFIC rules would not apply to a PFIC investment of a U.S. Taxpayer for any period during which the CFC rules were applicable to such investment.

Reporting Requirements – U.S. Taxpayers may be subject to additional U.S. tax reporting requirements by reason of their ownership of Shares. For example, special reporting requirements may apply with respect to certain interests in, transfers to, and changes in ownership interest in, the Fund, the Master Fund and certain other non-U.S. foreign entities in which they may invest. A U.S. Taxpayer also would be subject to additional reporting requirements in the event that it is deemed to own a requisite 10% or greater equity interest in a controlled foreign corporation by reason of its investment in the Fund. Each U.S. Taxpayer which is deemed to be a direct or indirect PFIC Limited Shareholder also will be required to report annually such information as the U.S. Department of the Treasury shall require, regardless of whether such person has received any PFIC income or distributions in a given taxable year. Individuals holding foreign financial assets (including Shares) having an aggregate value of more than $50,000 generally will be required to disclose such holdings with such individual's U.S. tax returns. Significant penalties apply to failures to disclose and to certain underpayments of tax attributable to undisclosed reportable foreign financial assets. U.S. Taxpayers should consult their own U.S. tax advisers regarding any reporting responsibilities resulting from an investment in the Fund.

Tax Shelter Reporting – Persons who participate in or act as material advisers with respect to certain "reportable transactions" must disclose required information concerning the transaction to the IRS. In addition, material advisers must maintain lists that identify such reportable transactions and their participants. Significant penalties apply to taxpayers who fail to disclose a reportable transaction. Although the Fund is not intended to be a vehicle to shelter U.S. federal income tax, and applicable regulations provide a number of relevant exceptions, there can be no assurance that the Fund and certain of its Limited Shareholders and material advisers will not, under any circumstance, be subject to these disclosure and list maintenance requirements.

THE TAX AND OTHER MATTERS DESCRIBED IN THIS INFORMATION MEMORANDUM DO NOT CONSTITUTE, AND SHOULD NOT BE CONSIDERED AS, LEGAL OR TAX ADVICE TO PROSPECTIVE LIMITED SHAREHOLDERS.

U.S. DEFINITIONS

U.S. Person

A "U.S. Person" for the purposes of this Information Memorandum is a person who is in either of the following two categories: (a) a person included in the definition of "U.S. person" under Rule 902 of Regulation S under the 1933 Act or (b) a person excluded from the definition of a "Non-United States person" as used in CFTC Rule 4.7. For the avoidance of doubt, a person is excluded from this definition of U.S. Person only if he or it does not satisfy any of the definitions of "U.S. person" in Rule 902 *and* qualifies as a "Non-United States person" under CFTC Rule 4.7.

"U.S. person" under Rule 902 of Regulation S includes the following:

(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 U.S. person;

(d) any trust of which any trustee is a U.S. person;

(e) any agency or branch of a non-U.S. 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 U.S. 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; and

(h) any partnership or corporation if:

  (i) organised or incorporated under the laws of any non-U.S. jurisdiction; and

  (ii) formed by a U.S. 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) of Regulation D under the 1933 Act) who are not natural persons, estates or trusts.

Notwithstanding the preceding paragraph, "U.S. person" under Rule 902 does not include: (a) any discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-U.S. person by a dealer or other professional fiduciary organised, incorporated, or (if an individual) resident in the United States; (b) any estate of which any professional fiduciary acting as executor or administrator is a U.S. person, if (i) an executor or administrator of the estate who is not a U.S. person has sole or shared investment discretion with respect to the assets of the estate, and (ii) the estate is governed by non-U.S. law; (c) any trust of which any professional fiduciary acting as trustee is a U.S. person, if a trustee who is not a U.S. 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 U.S. person; (d) an employee benefit plan established and administered in accordance with the law of a country other than the United States and customary practices and documentation of such country; (d) any agency or branch of a U.S. person located outside the United States if (i) the agency or branch operates for valid business reasons, and (ii) the agency or branch is engaged in the business of insurance or banking and is subject to substantive insurance or banking regulation, respectively, in the jurisdiction where located; and (f) certain international organisations as specified in Rule 902(k)(2)(vi) of Regulation S under the 1933 Act, including their agencies, affiliates and pension plans.

CFTC Rule 4.7 currently provides in relevant part that the following persons are considered "Non-United States persons":

(a) a natural person who is not a resident of the United States or an enclave of the U.S. government, its agencies or instrumentalities;

(b) a partnership, corporation or other entity, other than an entity organised principally for passive investment, organised under the laws of a non-U.S. jurisdiction and which has its principal place of business in a non-U.S. jurisdiction;

(c) an estate or trust, the income of which is not subject to U.S. income tax regardless of source;

(d) an entity organised principally for passive investment such as a pool, investment company or other similar entity, provided, that units of participation in the entity held by persons who do not qualify as Non-United States persons or otherwise as qualified eligible persons (as defined in CFTC Rule 4.7(a)(2) or (3)) represent in the aggregate less than 10 per cent. of the beneficial interest in the entity, and that such entity was not formed principally for the purpose of facilitating investment by persons who do not qualify as Non-United States persons in a pool with respect to which the operator is exempt from certain requirements of Part 4 of the CFTC's regulations by virtue of its participants being Non-United States persons; and

(e) a pension plan for the employees, officers or principals of an entity organised and with its principal place of business outside the United States.

U.S. Taxpayer

"U.S. Taxpayer" includes: (a) a U.S. citizen or resident alien of the United States (as defined for U.S. federal income tax purposes); (b) any entity treated as a partnership or corporation for U.S. federal tax purposes that is created or organised in, or under the laws of, the United States or any state thereof (including the District of Columbia); (c) any other partnership that is treated as a U.S. Taxpayer under U.S. Treasury Department regulations; (d) any estate, the income of which is subject to U.S. income taxation regardless of source; and (e) any trust over whose administration a court within the United States has primary supervision and all substantial decisions of which are under the control of one or more U.S. fiduciaries. Persons who have lost their U.S. citizenship and who live outside the United States may nonetheless, in some circumstances, be treated as U.S. Taxpayers.

An investor who is not a U.S. Person may nevertheless be considered a "U.S. Taxpayer" under U.S. federal income tax laws. For example, an individual who is a U.S. citizen residing outside of the United States is not a "U.S. Person" but is a "U.S. Taxpayer". Such a person need not complete the Supplement for U.S. Persons, but the tax consequences described in this Information Memorandum will apply to that person.

Benefit Plan Investor

"Benefit Plan Investor" is used as defined in U.S. Department of Labor ("**DOL**") Regulation 29 C.F.R. §2510.3-101 (as modified by Section 3(42) of ERISA, the "**Plan Assets Regulation**") and includes (i) any "employee benefit plan" (as defined in Section 3(3) of ERISA) that is subject to Part 4, Subtitle B of Title I of ERISA; (ii) any "plan" to which Section 4975 of the Code applies (which includes a trust described in Section 401(a) of the Code that is exempt from tax under Code Section 501(a), a plan described in Section 403(a) of the Code, an individual retirement account or annuity described in Section 408 or 408A of the Code, a medical savings account described in Section 220(d) of the Code, a health savings account described in Section 223(d) of the Code and an education savings account described in Section 530 of the Code); and (iii) any entity whose underlying assets include plan assets by reason of a plan's investment in the entity (generally because 25 per cent. or more of the value of any class of equity interests in the entity is owned by plans). An entity described in (iii) immediately above will be considered to hold plan assets only to the extent of the percentage of the equity interests in the entity held by Benefit Plan Investors. Benefit Plan Investors also include that portion of any insurance company's general account assets that are considered "plan assets" and (except if the entity is an investment company registered under the 1940 Act) also include assets of any insurance company separate account or bank common or collective trust in which plans invest.

CONSTITUTION OF THE COMPANY

Legal form – General information

Valiant Funds SCA SICAV-RAIF is an investment company with variable capital – reserved alternative investment fund (*société d'investissement à capital variable – fonds d'investissement alternative réservé, SICAV-RAIF*) governed under the 2016 Law, the 1915 Law, the Articles and this Information Memorandum.

The Company has adopted the form of a corporate partnership limited by shares (*société en commandite par actions*) and was established on 24 January 2024 and the Articles were published in RESA on 14 February 2024. The Company is registered with the RCSL under number B283706. The Company has been established as an umbrella structure with currently two compartments: Valiant European Special Situations Fund and Valiant-Arbion European Special Situations Fund. The Fund will gain exposure by investing all of its assets (save for incidental cash and balances) in the Master Fund.

Umbrella Structure

The Company has an umbrella structure consisting of one or more Compartments, whose assets will be invested in accordance with the investment objective and policy applicable to such Compartment. The investment objective, policy and other specific features of each Compartment are set forth in the applicable information memorandum. Each Compartment may have its own specific features, including (without limitation) with respect to its investment policy or provisions on subscription, expenses and/or distribution provisions, or default provisions (i.e., the General Partner will be entitled to take actions listed in the applicable information memorandum against any defaulting investor including but not limited to imposing indemnity payments, suspending voting rights and/or suspending the payment of distributions).

In accordance with article 49(5) of the 2016 Law, the rights of the Shareholders and creditors of a Compartment are limited to the assets of that Compartment. The assets of a Compartment are exclusively dedicated to the satisfaction of the rights of the Shareholders relating to that Compartment and the rights of those creditors. By way of derogation from article 2093 of the Luxembourg civil code, there shall be no cross liability between Compartments.

Each Compartment operates independently, each portfolio of assets being invested for the exclusive benefit of such Compartment. Acquiring a Share relating to one particular Compartment does not give the relevant Shareholder any rights with respect to any other Compartment.

Classes and Series

Within a Compartment, the General Partner may, at any time and to the extent authorised under the 2016 Law, decide to issue one or more Classes or Series which may have specific features, including, without limitation, as to currency, fees, their status as accumulating and distributing Classes or Series, investment terms, investor eligibility and investment objectives, policies and restrictions involving a materially different or greater risk profile or materially different or greater volatility, as further determined by the General Partner from time to time and described, with respect to each Compartment in the applicable information memorandum.

The Offer

The General Partner is authorised without limitation to issue an unlimited number of fully paid Shares at any time in accordance with the terms of these Articles, the applicable information memorandum without pre-emption right to subscribe for the Shares being granted to existing Shareholders.

Shares are exclusively reserved for Well-Informed Investors.

Shares will be issued at price determined or calculated, and at such frequency as determined for each Compartment, Class and/or Series, in accordance with the applicable information memorandum. Any specific conditions in connection with the issuance of Shares, Class and/or Series are detailed in the applicable information memorandum.

The General Partner may agree to issue Shares as consideration for a contribution in kind of assets in accordance with Luxembourg Law and the applicable information memorandum.

Transfers

No Transfer of all or some of the Shares of any Class or Series (except as required by operation of law), whether voluntary or involuntary, shall be valid or effective without the prior written consent of the General Partner, which consent may not be unreasonably withheld.

Redemptions

The Shares of a Compartment shall be redeemable at the request of a Shareholder only on and subject to the terms of the applicable information memorandum.

The General Partner may, in its discretion, require any Limited Shareholder to redeem all or some of its Shares or Transfer all or some of its Shares on not less than twenty (20) Business Days' notice or upon such shorter notice as the General Partner shall deem appropriate in the following circumstances:

(a) in the event that a Limited Shareholder is not or ceases to be a Well-Informed Investor;

(b) if such Limited Shareholder is a Benefit Plan Investor;

(c) if the General Partner reasonably determines, based on the written advice of the General Partner's external legal counsel (which, at the request of a Limited Shareholder, shall be provided to such Limited Shareholder), the continued holding of Shares by such Limited Shareholder is likely to result in legal, regulatory, pecuniary, fiscal or material administrative disadvantage to, or is otherwise likely to result in a breach of any applicable law or regulation by, the Company, the General Partner, the AIFM, the Investment Manager, Valiant Asset Management, any Affiliate of Valiant Asset Management or any of their respective directors, officers, members, partners and employees;

(d) where the Limited Shareholder has acquired its Shares in contravention of any terms upon which an application for such Shares was made;

(e) if such Limited Shareholder has failed to provide the General Partner upon reasonable notice with such evidence of its identity as the General Partner deems necessary to comply with applicable anti-money laundering regulations;

(f) if any representation, warranty, acknowledgement and/or confirmation made by the Limited Shareholder in its Application Form was untruthful or, in the case of representations and/or warranties given on a continuous basis, has become untrue;

(g) in the event of the death, bankruptcy, insolvency, dissolution or striking off from any applicable register of such Limited Shareholder; or

(h) in the event of balancing between the first and subsequent Limited Shareholders in a relevant Compartment, if required and provided for in the applicable information memorandum.

In the event that a Limited Shareholder redeems all or some of its Shares in the Company, such Limited Shareholder shall be paid its redemption proceeds in cash and/or, at the discretion of the General Partner, in securities or other interests whether or not representing investments or portions thereof selected by the General Partner in its absolute discretion (including any interests in any Subsidiary). The redemption price will be determined by the General Partner in accordance with the applicable information memorandum. The value of any such distribution shall be determined by the AIFM acting reasonably and in good faith as being a fair valuation of such redemption proceeds, provided always that the AIFM shall have such value verified by the Auditor.

Redeemed Shares shall be cancelled.

Preferential Treatment

The General Partner or the AIFM may, in their absolute and sole discretion, decide from time to time to grant to one or more Limited Shareholders a preferential treatment, or a right to obtain a preferential treatment (a "**Preferential Treatment**"), subject to and in compliance with applicable laws and regulations. A Preferential Treatment may be a contractual arrangement incorporated in the Application Form or in a side letter.

The General Partner or the AIFM will generally grant a Preferential Treatment on the basis of the following objective criteria:

(a) The size, nature, timing or any feature of the Investor's investment in the Company;

(b) The type, category, nature, regulatory obligations, legal structure or other characteristic of the Limited Shareholder;

(c) The Limited Shareholder's participation in the Company's activities (whether past, present and/or future), and/or

(d) Such other objective criteria as the General Partner or the AIFM may in their sole discretion adopt from time to time.

A Preferential Treatment may include one or more of the following:

(a) "Most favoured nations" treatment;

(b) Rights or terms necessary in light of particular internal policies or particular legal, regulatory or public policy characteristics of a Limited Shareholder;

(c) Rights or terms necessary or desirable in light of the legal form or the structure of a Limited Shareholder;

(d) Reporting or notice obligations of the Company, including enhanced transparency, more granular information and position reporting;

(e) Rights with respect to confidentiality of the Company's and/or the relevant Limited Shareholder's information;

(f) Waiver of certain confidentiality obligations;

(g) Consent to Transfers;

(h) Rights applicable to particular investments (which may increase the percentage interest of other investors in, and contribution obligations of other investors with respect to, such investments), in limited regulatory and/or policy related circumstances;

(i) Preferential redemption rights;

(j) Reduction, waiver, reimbursement or rebate of any fees including more favourable Management Fees and/or Performance Fees;

(k) Terms relating to distributions from the Company, including cash or in kind;

(l) Voting or veto rights relating to certain Company matters;

(m) Terms confirming the General Partner's or the AIFM's interpretations of these Articles or other relevant agreement, the Subscription Agreements or other agreements related to the Company;

(n) Rights with respect to dispute resolution;

(o) Rights with respect to the Limited Shareholder's Application Form; and

(p) Such other provisions as the General Partner or the AIFM may in their sole discretion determine from time to time.

Resignation of the General Partner

The General Partner may voluntarily withdraw as the Unlimited Shareholder of the Company without the consent of Limited Shareholders provided that it is replaced concurrently as managing unlimited Shareholder of the Company by an Affiliate of Valiant Asset Management. The General Partner may voluntary withdraw as the managing unlimited Shareholder of the Company and be replaced by a successor managing unlimited Shareholder which is not a member of the General Partner's group provided that the General Partner has obtained an ordinary consent (50%+1) of Limited Shareholders of the Company for such withdrawal and replacement.

General Meetings

General Meetings may be held at such place and time as may be specified in the respective convening notices of the General Meeting.

Convening of General Meetings

The General Partner or Limited Shareholders representing at least ten per cent. (10%) of the capital of the Company or, as the case may be, of the relevant Compartment, may convene other meetings of Shareholders or other General Meetings on at least ten (10) Business Days' prior written notice to Shareholders (or, where applicable, Shareholders of the relevant Compartment) and the General Partner.

Limited Shareholders representing at least ten per cent. (10%) of the capital of the Company may require the entry of one or more items on the agenda of any General Meeting; provided that such requirement is communicated to the Company at least five (5) days before the relevant General Meeting.

Notices for each General Meeting will be sent to the Limited Shareholders by registered mail, courier or email (or any other electronic means such as an electronic platform or online investor portal with a corresponding email notification to Limited Shareholders) in accordance with the Articles and the 1915 Law, at least eight (8) calendar days prior to the date of the relevant General Meeting at their respective addresses set out in the Register. Such notices will include the agenda and specify the time and place of the General Meeting. If all Shareholders meet and declare having had notice of the General Meeting or waiving the notice, the General Meeting may be validly held despite noncompliance with the aforesaid formalities. The requirements as to attendance, quorum and majorities at all General Meetings are those set in the 1915 Law and these Articles.

Any Limited Shareholder may act at a General Meeting by appointing another person, who does not need to be a Limited Shareholder, as its proxy in writing whether in original or by email to which an electronic signature (which is valid under Luxembourg Law) is affixed.

Any Shareholder may participate in a General Meetings by conference call, video conference or similar means of communications equipment whereby (i) the Shareholders attending the General Meeting can be identified, (ii) all persons participating in the General Meeting can hear and speak to each other, (iii) the transmission of the General Meeting is performed on an on-going basis and (iv) the Shareholders can properly deliberate, and participating in a General Meeting by such means shall constitute presence in person at such General Meeting.

Voting rights – Quorum – Majority

Unless otherwise determined in the applicable information memorandum, each Share is entitled to one vote. The General Partner may decide to issue Shares without a voting right in accordance with the applicable information memorandum.

A Limited Shareholder may also individually decide not to exercise, temporarily or permanently, all or part of its voting rights. The waiving Limited Shareholder and the Company shall be bound by such waiver upon notification of the same by the waiving Shareholder to the Company.

The Shareholders may vote in writing on resolutions submitted to the General Meeting, provided that the written vote includes (i) the surname, first name, address and the signature of the relevant Shareholder, (ii) an indication of the Shares for which the Shareholder wishes to exercise their voting rights, (iii) the agenda as set forth in the convening notice and (iv) the voting instructions (approval, refusal, abstention) for each point of the agenda. In order to be taken into account (including in the quorum), the original vote must be received by the Company forty-eight (48) hours before the relevant General Meeting. If the written vote does not clearly show the voting instructions, it will be void in respect of the relevant resolution(s).

Except as otherwise required by Luxembourg Law or by these Articles, resolutions at a duly convened General

Meeting will be passed by a simple majority of those present or represented and voting at the General Meeting.

Resolutions to alter the Articles may only be adopted in a General Meeting where at least 50% of the share capital is represented and the agenda indicates the proposed amendments to the Articles and, in the case of an amendment concerning the objects or form of the Company, the text of the proposed amendments. If the first of these conditions is not satisfied, a second General Meeting may be convened, in the manner prescribed by the 1915 Law. The second General Meeting will validly deliberate regardless of the proportion of the capital represented. At both General Meetings, resolutions must be carried by at least two-thirds of the votes cast at the relevant General Meeting (excluding votes relating to Shares for which a Shareholder did not vote, abstained from voting or cast a blank (*blanc*) or spoilt (*nul*) vote).

The consent of each Limited Shareholder is required if the amendment of the Articles would:

(a) impose any obligation to make any further payment to the Company; and/or

(b) affect the rights and interests of the Limited Shareholder adversely and materially, including any change in relation to the limited liability of a Limited Shareholder.

To become effective, resolutions of any General Meeting require the approval of the General Partner.

General Meetings for specific Compartments or Classes

General Meetings may specifically be convened for a specific Compartment or Class for matters which solely concern this Compartment or Class. Unless otherwise stated in the applicable information memorandum, the above provisions apply accordingly to such General Meetings; provided that, Limited Shareholders representing at least ten per cent (10%) of the capital of the relevant Compartment may require the entry of one or more items on the agenda.

The General Partner, subject to applicable Luxembourg Law, the Articles and the applicable information memorandum, shall determine how the assets of the Company and any of its Compartments shall be realised and how any proceeds arising therefrom shall be distributed.

Distributions may be paid in such currency and at such time and place that the General Partner determines in accordance with the applicable information memorandum.

Terms relating to the recall of distributions relating to a specified Compartment or Class may be included in the applicable information memorandum.

Any distribution that has not been claimed within five years of its declaration shall be forfeited and revert to the relevant Class or Compartment.

Liquidation of the Company

The Company shall commence winding up upon the first to occur of the following events:

(c) There being no Compartment that is either being actively marketed or is actively pursuing an investment strategy;

(d) The withdrawal, bankruptcy or dissolution of the General Partner; provided that the Company shall not be dissolved if, within ninety (90) calendar days after such event, a substitute Unlimited Shareholder has been appointed by the General Meeting in accordance with the Articles to replace the General Partner;

(e) Notice is served by the General Partner on the Limited Shareholders following any change in the law as a result of which, in the reasonable opinion of the General Partner, based on the written advice of the General Partner's external legal counsel (which, at the request of a Limited Shareholder, shall be provided to such Limited Shareholder), the continuation of the Company becomes unlawful;

(f) Notice is served by the General Partner on the Limited Shareholders that all outstanding liabilities and obligations of the Company have been discharged and that all Investments have been realised and the realisation proceeds have been distributed;

(g) In accordance with the 2016 Law, the decision of the Limited Shareholders representing a simple majority of Shares at a General Meeting (with no quorum requirement) in the event that the capital of the Company falls below two thirds of EUR 1,250,000 (or the currency equivalent thereof);

(h) In accordance with the 2016 Law, the decision of the Limited Shareholders representing a quarter of Shares at a General Meeting (with no quorum requirement) in the event that the capital of the Company falls below one quarter of EUR 1,250,000 (or the currency equivalent thereof); or

(i) The resolution taken by the General Meeting with the consent of the General Partner to dissolve the Company in accordance with the 1915 Law.

In the event of a voluntary liquidation, the Company is, upon its dissolution, deemed to continue to exist for the purposes of the liquidation. The operations of the Company will be conducted by one or several liquidators who will be appointed at the General Meeting with the consent of the General Partner.

If the Company is compulsorily liquidated, the 2016 Law will be exclusively applicable.

The issue of new Shares by the Company shall cease as of the date to convene a General Meeting to vote on the dissolution of the Company.

The proceeds of the liquidation of the Company, net of all liquidation expenses, will be distributed by the liquidator(s) among the holders of Shares in each Compartment in accordance with their respective rights. The amounts not claimed by Shareholders at the end of the liquidation process will be deposited, in accordance with Luxembourg Law, with the Caisse de Consignation in Luxembourg until the statutory limitation period has lapsed.

Termination of a Compartment or Class

In the event that, for any reason, the value of the total net assets in any Compartment or Class has decreased to, or has not reached, an amount which is considered by the General Partner to be the minimum level for such Compartment or Class to be operated in an economically efficient manner or in case of a substantial modification in the political, economic or monetary situation or as a matter of economic rationalisation, the General Partner may decide to redeem or convert the Share(s) of any Limited Shareholder and to dissolve the Compartment or Class. The General Partner will serve a notice to the relevant Limited Shareholder prior to the effective date for this redemption or conversion of the Share.

Further dissolution events relating to a specified Compartment or Class may be included in the applicable information memorandum.

In any other circumstances, the General Partner may convene a General Meeting to dissolve the Compartment in accordance with the terms and conditions as laid down in the applicable information memorandum.

Assets which may not be distributed to the Shareholders upon the implementation of the redemption will be deposited with the *Caisse de Consignation* in Luxembourg on behalf of the persons entitled thereto.

CONSTITUTION OF THE MASTER FUND

Valiant Master Funds SCA SICAV-RAIF is a Luxembourg partnership limited by shares (*société en commandite par actions*) qualifying as a SICAV-RAIF (*société d'investissement à capital variable – fonds d'investissement alternatif réservé*) with an umbrella structure in accordance with the provisions of the 2016 Law.

The Master Fund is structured as an umbrella fund under the 2016 Law with currently two compartments: Valiant European Special Situations Master Fund and Valiant-Arbion European Special Situations Master Fund. Further Compartments, with segregated liability between each other, may be established in the future at the discretion of the General Partner.

The General Partner may also permit investment in Master Fund Shares either directly or through one or more additional feeder funds, in addition to the Fund, where it considers it appropriate in the General Partner's sole discretion.

Master Fund Subscriptions, Redemptions and Calculation of Net Asset Value

Unless otherwise specifically stated herein or in the Master Company Articles, subscriptions, redemptions, calculation of net asset value and other corporate mechanics taking place at the Master Fund level will generally be effected in a manner which corresponds to those taking place at the Fund level (as more specifically set out herein or in the Master Company Articles as well as the Articles, save that certain requests and notices (including, for example, subscription and redemption requests) may be deemed automatically submitted, served or withdrawn by the Fund or the Master Fund, as applicable, in order to give effect to the intended operation of the master-feeder structure.

BENEFIT PLAN INVESTOR CONSIDERATIONS

ERISA imposes certain requirements on "employee benefit plans" (as defined in Section 3(3) of ERISA) subject to the fiduciary responsibility provisions of Title I of ERISA, in addition to entities whose underlying assets include the assets of such plans (collectively, "**ERISA Plans**"), and on those persons who are fiduciaries with respect to ERISA Plans. Section 406 of ERISA and Section 4975 of the Code prohibit certain transactions involving the assets of an ERISA Plan and of other "plans" that are subject to Section 4975 of the Code, such as individual retirement accounts (together with ERISA Plans, "**Plans**"), and certain persons having certain relationships to such Plans (referred to as "parties in interest" under ERISA or "disqualified persons" under the Code), unless a statutory or administrative exemption is applicable to the transaction. A party in interest or disqualified person who engages in a non-exempt prohibited transaction may be subject to excise taxes and other penalties and liabilities under ERISA and Section 4975 of the Code.

The U.S. Department of Labor has promulgated the Plan Assets Regulation, which describes what constitutes the assets of a Plan with respect to the Plan's investment in an entity for purposes of ERISA's fiduciary provisions and Section 4975 of the Code. Under the Plan Assets Regulation, subject to certain exceptions, if a Plan invests in an "equity interest" of an entity, then the Plan's assets include both the equity interest and an undivided interest in each of the entity's underlying assets, unless it is established that equity participation in the entity by Benefit Plan Investors is not "significant". Generally, participation by Benefit Plan Investors in an entity is "significant" under the Plan Assets Regulation if, immediately after the most recent acquisition of any equity interest in the entity, 25 per cent. (25%) or more of the value of any class of equity interests in the entity is held by Benefit Plan Investors. For purposes of the Plan Assets Regulation, (i) an "equity interest" includes any interest in an entity other than an instrument that is treated as indebtedness under applicable local law and which has no substantial equity features. For these purposes, the value of equity interests held by certain persons, other than Benefit Plan Investors, exercising control over the assets of the entity or providing investment advice with respect to such assets for a fee, directly or indirectly (such as the AIFM, the Investment Manager and Valiant Asset Management), or any affiliates of such person (any of the foregoing, a "**Controlling Person**") is excluded. Under ERISA, an entity that does not satisfy the 25 per cent. (25%) test will for various purposes be deemed to hold plan assets only to the extent of the percentage of the equity interests in the entity held by Benefit Plan Investors.

In order to attempt to prevent the assets of the Fund from being considered "plan assets" for purposes of ERISA and Section 4975 of the Code, the Company will endeavour to restrict the purchase, transfer and redemption of Shares so that, based upon assurances received from investors, Benefit Plan Investors hold less than 25 per cent. (25%) of each class of equity interests in the Fund (as determined for purposes of the Plan Assets Regulation). Prospective investors will be required to provide information as to whether they are, or are not and will not be, a Benefit Plan Investor or a Controlling Person, for purposes of determining compliance with the 25 per cent. (25%) threshold. The Company may institute a compulsory redemption of Shares or take other action that it deems appropriate, in its sole discretion, in connection with its attempts to enforce the foregoing 25 per cent. (25%) limitation.

If, notwithstanding the General Partner's attempts to limit investment by Benefit Plan Investors, the assets of the Fund were deemed to be "plan assets," the obligations and other responsibilities of Plan sponsors, Plan fiduciaries and Plan administrators, and of parties in interest and disqualified persons, under Parts 1 and 4 of Subtitle B of Title I of ERISA and Section 4975 of the Code, as applicable, may be expanded, and there may be an increase in their liability under these and other provisions of ERISA and the Code (except to the extent (if any) that a favourable statutory or administrative exemption or exception applies); in addition, various providers of fiduciary or other services to the entity, and any other parties with authority or control with respect to the entity, could be deemed to be Plan fiduciaries or otherwise parties in interest or disqualified persons by virtue of their provision of such services (and there could be an improper delegation of authority to such providers). Each investor that is or may become a Plan is responsible for determining the extent, if any, to which the purchase and holding of Shares will constitute a non-exempt prohibited transaction under ERISA or Section 4975 of the Code, and otherwise for determining compliance with ERISA and Section 4975 of the Code.

This summary does not include a discussion of any laws that may apply to employee benefit plans that are not subject to ERISA or Section 4975 of the Code. Such plans (and the entities in which they invest, as applicable) should consult their own professional advisors about any laws applicable thereto.

THE PRECEDING DISCUSSION IS ONLY A SUMMARY OF CERTAIN IMPLICATIONS UNDER ERISA AND SECTION 4975 OF THE CODE OF AN INVESTMENT IN THE SECURITIES AND DOES NOT PURPORT TO BE COMPLETE. PROSPECTIVE INVESTORS SHOULD CONSULT WITH THEIR OWN

LEGAL, TAX AND OTHER ADVISORS PRIOR TO INVESTING TO REVIEW THESE IMPLICATIONS IN LIGHT OF SUCH INVESTOR'S PARTICULAR CIRCUMSTANCES.

DATA PROTECTION LEGISLATION

Information on how the Company and the Master Company may collect and process a Limited Shareholder's personal data is set out in the Company's privacy notice, as made available to Limited Shareholders from time to time.

PREVENTION OF MONEY LAUNDERING AND TERRORIST FINANCING

The General Partner shall ensure that the Company and the Master Company complies with applicable international, E.U. and Luxembourg laws and regulations regarding the prevention of money laundering and terrorist financing, including the 2004 Law and any implementing Grand-Ducal regulations, CSSF regulations and circulars adopted from time to time.

The General Partner is responsible for implementing relevant know your customer (KYC) and anti-money laundering (AML) procedures on behalf of the Fund and the Master Fund. The Administrator will assist the Fund and the Master Fund in accordance with the Administration Agreement with implementing such AML and KYC procedures. The Administrator has implemented policies and procedures applicable for the purposes of subscriptions by prospective Limited Shareholders, transfers of Shares by the Limited Shareholders, respectively, and payments of redemption proceeds to the Limited Shareholders, respectively, including that an application to subscribe for Shares must be accompanied by supporting documents recommended or prescribed by applicable rules and regulations allowing the appropriate level of identification of prospective Limited Shareholders, their beneficial owners and the origin of their funds. Similar procedures will apply in case of a transfer of Shares to the relevant transferee. In case of a mandatory redemption, if any, no proceeds will be paid to the relevant Limited Shareholder, unless the relevant AML and KYC procedures are fully satisfied. In any such event, none of the Company, the Master Company, the Administrator, the AIFM, the Investment Manager or Valiant Asset Management will be liable for any interest, costs or compensation.

As part of such AML/KYC due diligence process to be performed pursuant to the CSSF Circular 17/650, Limited Shareholders may also be requested to provide information on, *inter alia*, for Luxembourg-resident Limited Shareholders, all types of direct taxes, registration and succession rights and value added tax and for non-resident Limited Shareholders, relevant taxes in the country of residence of the Limited Shareholders, regardless of the said country's tax system.

A complete list of documents and information to be provided can be obtained from the Administrator upon request.

As a matter of ongoing due diligence and as a result of evolving Luxembourg and international AML/KYC related regulation, the General Partner, the AIFM, the Investment Manager and/or the Administrator may need to request further information or documentation from the Limited Shareholders during the life of the Fund and/or the Master Fund (including any information necessary to satisfy the requirements of the Luxembourg law of 13 January 2019 on the register of beneficial owners). Failure by a Limited Shareholder to provide the relevant documentation or information, or if such information or documentation is not satisfactory, the General Partner, the AIFM, the Investment Manager and/or the Administrator may take such measures as it determines may be necessary to comply with applicable laws and regulations and such measures could potentially include the prohibition from purchasing additional Shares by the Limited Shareholder or the depositing of any Limited Shareholder distributions on an escrow account before AML/KYC concerns are cleared. In some cases, the General Partner could also compulsorily redeem the relevant Limited Shareholder's Shares.

Any information provided in this context is collected for AML and KYC compliance purposes only. However, the Company, the Master Company, the AIFM, the Investment Manager and/or the Administrator may need to report some information collected during the due diligence process or report the failure to comply with requests to receive such information, to regulators or authorities in accordance with the applicable laws and regulations, in certain circumstances without notifying the relevant Limited Shareholder that such information has been reported. In this respect, the General Partner, the AIFM, the Investment Manager and/or the Administrator may take such steps as they determine may be necessary to comply with applicable law, regulations, orders, directives or special measures that may be required by government regulators.

The Company's and Master Company's measures in connection with the prevention of money laundering and terrorist financing under Luxembourg Law will include not only the identification and verification of the identity of investors and their beneficial owner(s), but also appropriate due diligence on the investments of the Master Fund from an anti-money laundering and counter-terrorist financing perspective. In addition to the initial anti-money laundering and counter-terrorist financing due diligence on investors and investments, such due diligence measures will also be applied, as appropriate, on an ongoing basis.

RISK FACTORS

There are significant risks associated with an investment in the Fund. Investment in the Fund may not be suitable for all investors. It is intended for sophisticated investors who can accept the risks associated with such an investment including a substantial or complete loss of their investment. No assurance can be given that investors will realise a profit on their investment. Prospective investors should review this Information Memorandum carefully and in its entirety and consult with their professional advisors before making an application for Shares. The discussion below as to risks to which the Fund and the Master Fund may be subject is not intended to be exhaustive.

As a limited shareholder in the Master Fund, the Fund is subject to the risks of the Master Fund, as further described in this section.

Prospective investors should take into account the following factors, among such others as they may deem appropriate, in determining whether an investment in the Fund is a suitable investment.

General Risks

Past Investment Performance Cannot Be Construed As An Indication of Future Results – There can be no assurance that the Fund or the Master Fund will achieve its investment objectives. The past investment performance of the members or other personnel of the Investment Manager cannot be construed as an indication of the future results of an investment in the Fund or the Master Fund. The Fund and/or the Master Fund may not maintain an economically viable size, in which case the General Partner may determine to wind up the Fund and/or the Master Fund at a time that may not be opportune for investors.

Business Dependent Upon Key Individuals – The success of the Fund and the Master Fund is significantly dependent upon the expertise of members of the investment management team at the Investment Manager and any future unavailability of their services could have an adverse impact on the performance of the Fund and the Master Fund.

Fees and Expenses – The Fund and/or the Master Fund pays fees, costs and expenses incurred in its operation, including, without limitation, taxes, expenses for legal, auditing, administration, custody, registration fees and other expenses due to supervisory authorities, insurance, interest, the fees of service providers and the cost of the publication of the net asset value. In addition, the Investment Manager is authorised to incur all expenses on behalf of the Fund and the Master Fund which it deems reasonably necessary for it to achieve its performance objectives. The fees, allocations and expenses to which the Fund and the Master Fund will be subject could be substantial and will dilute the returns realised by investors.

Rehypothecation and Transfer of Ownership of Assets – The Prime Brokers may borrow, lend or otherwise use the Master Fund's money, investments and other assets for its or their own purposes and may take such investments as collateral. Such assets will cease to be the property of the Master Fund and, in the event of an insolvency of a Prime Broker may be available to creditors of that Prime Broker. As a result, the Master Fund may not be able to recover such assets in full.

Counterparty Risk – The Master Fund will be subject to the risk of the inability of any trading counterparty to perform with respect to transactions, whether due to its own insolvency or that of others, bankruptcy, market illiquidity or disruption or other causes and whether resulting from systemic or other reasons.

Restrictions in Dealings in Investments – In providing investment services in relation to the Fund, the Master Fund and other clients, the Investment Manager may recommend and/or advise on and/or give effect to activist and/or other strategies in relation to securities and/or issuers involving the acquisition on behalf of the Fund and the Master Fund and/or other clients, or in concert with other parties, of positions in companies and/or other issuers. In connection with such positions, in order to comply with laws and regulations relating to insider dealing, market abuse, concert parties, takeovers and market standards generally and also as a means of dealing with conflicts of interest, the Investment Manager may from time to time be prevented, or elect to restrict itself and the Fund and the Master Fund from dealing in and/or advising on certain strategies, securities or instruments, either in particular circumstances or generally. As a result of this, the Investment Manager may be unable to realise a position in a particular security or instrument and/or advise as to, make or act on certain investment decisions which they would otherwise have made or implemented on behalf of its clients including the Fund and the Master Fund. This may result in, *inter alia*, the Fund and the Master Fund being unable to realise a position in order to meet redemption

requests or margining or other financing obligations or take advantage of certain opportunities in the market to the detriment of the Fund and the Limited Shareholders.

Subscriptions and Redemptions – Shares will be issued to a subscriber as of a Subscription Dealing Day. Prospective investors should note that all cleared subscription money will be available for use by the Fund (including through investment in the Master Fund) prior to the relevant Subscription Dealing Day. Where subscription money is used in this way, the subscriber will rank as an unsecured creditor of the Fund for the net value of their subscription and, in the event of the insolvency of the Fund would be entitled to repayment of such amount in priority over the claims of shareholders to the return of their equity capital. Furthermore, any fall in the value of the subscription prior to the Subscription Dealing Day will result in a corresponding reduction in the net asset value. Subscribers should be aware that they will not participate in any increase or fall in the value of the subscription prior to the physical allotment of Shares on the relevant Subscription Dealing Day.

Save in the event of a suspension of dealings, subscription applications and redemption requests once submitted may only be withdrawn with the prior consent of the General Partner. Any interest earned on subscription money in respect of a rejected subscription will accrue to the benefit of the Fund and/or the Master Fund.

Restrictions on Redemptions – Investors are subject to restrictions relating to the redemption of Shares.

The ability of the Fund to meet redemption requests by investors will depend on numerous factors including the liquidity available to the Fund and the Master Fund and the speed at which the Master Fund may realise investments in securities and structures in which investment may be made. The Investment Manager intends to employ a medium-term investment horizon, and securities and structures held by the Master Fund may offer liquidity at intervals and in circumstances which may not provide sufficient liquidity for the Fund and the Master Fund to be able to fully meet redemption requests in certain circumstances. The delay in disposal of investments may adversely affect both the value of the investment being disposed of, and the value and liquidity of the investment.

In addition, the General Partner may suspend the calculation of the net asset value and/or redemptions of Shares in the circumstances set out under "*Valuations: Possible Suspension*" above. The General Partner may limit the value of redemptions in respect of any Redemption Dealing Day as set out under "*Limitations on Redemptions*".

Compulsory Redemption and Transfer – The General Partner may compulsorily redeem or require the transfer of all or some of an investor's holding of Shares as more specifically disclosed in this Information Memorandum and the Articles.

Conflicts of Interest – The prospect of the Performance Fee may lead the Investment Manager to make investments that are riskier than would otherwise be the case. The Performance Fee is calculated on unrealised as well as realised gains and hence may arise although the relevant gains are not realised.

Other clients of the Investment Manager may have similar investment objectives although the Investment Manager, in particular in relation to the allocation of investment opportunities, will act fairly as between all of its clients. (See also "Conflicts of Interest" below.)

Business, Legal, Tax and Other Regulatory Risks – Legal, tax, and regulatory changes, as well as judicial decisions, could adversely affect the Fund, the Master Fund, the AIFM, the Investment Manager and/or the investment strategies used by the Master Fund. The regulatory environment continues to evolve. Changes in applicable regulations may adversely affect the value of the Fund's and the Master Fund's investments and the ability of the Fund and the Master Fund to implement their investment strategy (including the use of short positions, derivatives and leverage). The financial services industry generally and the activities of private investment funds (such as hedge funds) and their investment advisers, in particular, have been the subject of increasing legislative and regulatory scrutiny. Such scrutiny may increase the Fund's, the Master Fund's, the AIFM's and/or the Investment Manager's legal, compliance, administrative and other related burdens and costs as well as regulatory oversight or involvement in the Fund, the Master Fund, the AIFM and/or the Investment Manager or result in ambiguity or conflict among legal or regulatory schemes applicable to the Fund, the Master Fund, the AIFM or the Investment Manager. In addition, securities and futures markets are subject to extensive statutes, regulations and margin requirements. Various regulators, self-regulatory organisations and exchanges may be authorised to take extraordinary actions in the event of market emergencies. The regulation of derivative transactions and entities that engage in such transactions is an evolving area of law and is subject to further development and modification by governmental and judicial action. There can be no assurances that the Fund, the Master Fund, the AIFM or the Investment Manager will not in the future be subject to regulatory review or

discipline. The effects of any future legal or regulatory changes or developments on the Fund and the Master Fund may affect the manner in which they are managed and may be substantial and adverse.

Side Letter Risk – Subject to the requirements of the AIFMD Rules, the General Partner, the Master Fund, the Fund and/or the Investment Manager may from time to time enter into side letter agreements or other similar agreements with one or more investor(s) (as the General Partner may determine in their sole discretion from time to time) which provide such investor(s) with additional and/or different rights than such investor(s) would otherwise have under this Information Memorandum. As a result of such side agreements, certain investors may receive additional benefits which other investors will not receive. The other investors will have no recourse against the General Partner, the Master Fund, the Fund, the Investment Manager and/or any of its affiliates in the event that certain shareholders receive additional and/or different terms as a result of such side agreements.

Fraud Risk – The Master Fund will be exposed to the risk of fraud by third party service providers to, or the directors/managers, officers or agents of, an investment entity in which the Master Fund is invested. The Master Fund intends to seek to obtain transparency and monitor the activities of service providers and other agents of investment entities in which the Master Fund invests. However, there is no guarantee that the measures taken will be effective in eliminating the risk of fraud or other bad faith acts or practices.

Service Providers' Limitation of Liability – Each Service Provider has limited its liability under the terms of its appointment by the Fund and/or the Master Fund which will limit the Fund's and the Master Fund's rights of possible recourse against the Service Providers.

Currency – Shares will be issued and redeemed in the currency applicable to each Class. The underlying instruments held by the Master Fund will be denominated in other currencies. Changes in foreign currency exchange rates may therefore have a separate effect, favourable or unfavourable, on the gain or loss otherwise made on the instruments held by the Master Fund. Accordingly, the value of an investment in the Fund may be affected favourably or unfavourably by fluctuations in exchange rates, notwithstanding any efforts made to hedge such fluctuations. In addition, prospective investors whose assets and liabilities are primarily denominated in currencies other than the currency of investment should take into account the potential risk of loss arising from fluctuations in the rate of exchange between the relevant currencies. The Master Fund may enter into back to back currency borrowing or utilise derivatives such as forwards, futures, options and other derivatives to hedge against currency fluctuations, but there can be no assurance that such hedging transactions will be undertaken or if undertaken will be effective or beneficial or that there will be a hedge in place at any given time.

Funding Liquidity Risk – Where investors redeem their investments in the Fund in an amount which exceeds the amount of cash or other liquid assets immediately available to fund such redemptions the Master Fund may need to liquidate additional assets to fund the redemption costs incurred. This in turn may limit or otherwise affect the ability of the Master Fund to operate or manage investment positions and strategies within its portfolio and may restrict or materially affect investment performance and returns.

Cross Class Liability – The Fund has multiple Classes and further Classes may be created in the future. However, each of the Fund and the Master Fund may be treated as one entity. Thus, all of the assets of the Fund or the Master Fund (as applicable) may be available to meet all of the liabilities of the Fund or the Master Fund (as the case may be) regardless of the separate Class or Classes (or Series) to which such assets or liabilities are attributable. In practice, cross Class (or cross Series) liability will usually only arise where any Class (or Series) becomes insolvent or exhausts its assets and is unable to meet all of its liabilities. In this case, all of the assets of the Fund or the Master Fund (as applicable) attributable to the other Classes (or Series) may be applied to cover the liabilities of the insolvent Class (or Series).

Tax Considerations – Applicable taxation laws, treaties, rules or regulations or the interpretation thereof may always change, possibly with retrospective effect. Accordingly, it is possible that the Fund and/or the Master Fund could become subject to taxation (including by way of withholding tax) in respect of its investments and the income, profit and gains derived therefrom in a manner that is not currently anticipated. Any such change may have an adverse effect on the net asset value of the Fund and/or the Master Fund. Although the Investment Manager intends that, so far as it is within its control, the affairs of the Fund and the Master Fund and the Investment Manager will be conducted so that the Fund and the Master Fund do not become subject to Luxembourg or other corporation tax or income tax on its profits, there can be no guarantee that all of the requirements to ensure this will at all times be satisfied.

Tax Reporting and Withholding **–** Certain countries have adopted tax laws which require reporting and/or withholding in certain circumstances in connection with an investor's acquisition, holding and/or disposal of an investment in the Fund. Depending on the nature of the requirements, these tax laws impose (or will impose in the future) reporting and/or withholding obligations. To the extent that the Fund determines to incur the costs of compliance with tax or other laws, such cost will be borne by the Fund and, indirectly, its Limited Shareholders, and not solely by those investors whose acquisition, holding or disposal triggers the compliance requirements.

Taxation of Dividends/Deemed Dividends **–** The Fund will not ordinarily, but may at the General Partner's discretion, pay dividends to Limited Shareholders. However, in so far as dividends are paid, Limited Shareholders should note that the Fund does not intend to operate dividend equalisation in respect of any Class of Share. Accordingly, Limited Shareholders could receive a greater or lesser share of dividend income than anticipated in certain circumstances such as when, respectively, Class size is shrinking or expanding prior to the payment of a dividend. To the extent actual dividends are not declared in relation to all income of a Series or Class with reporting fund status for a period, further reportable income under the reporting fund rules will be attributed only to those Limited Shareholders in the relevant Series or Class who remain as Limited Shareholders at the end of the relevant financial period. This could have the effect of increasing the proportion of income (rather than capital gains) tax paid by a Limited Shareholder subject to U.K. taxation.

Terrorist Action – There is a risk of terrorist attacks causing significant loss of life and property and damage and disruptions in global markets. Economic and diplomatic sanctions may be in place or imposed on certain states and military action may be commenced. The impact of such events is unclear but could have a material effect on general economic conditions and market liquidity, which may in turn adversely affect the Master Fund and its investors including the Fund.

European Economic Risks **–** In recent years, European financial markets have periodically experienced volatility and been adversely affected by concerns about government debt levels, credit rating downgrades, and or restructuring, of government debt. There have been concerns that certain member states within the Eurozone may default on meeting their debt obligations or funding requirements. These states may be reliant on continuing assistance from other governments and institutions and/or multilateral agencies and offices and could be detrimentally affected by any change in or withdrawal of such assistance. Any sovereign default is likely to have adverse consequences for the member state concerned, the Eurozone and the wider world economy.

It is possible that one or more EU member states within the Eurozone could at some point exit the euro and return to a national currency and/or that the euro will cease to exist as a single currency in its current form. The effects of a member state's exit from the euro are impossible to predict, but are likely to be negative and may include, without limitation, flight of capital from perceived weaker countries to stronger countries in the EU, default on the exiting state's domestic debt, collapse of its domestic banking system, seizure of cash or assets, imposition of capital controls that may discriminate in particular against foreigners' asset holdings, and political or civil unrest. The exit of any country from the euro is likely to have an extremely destabilising effect on all eurozone countries and their economies and a negative effect on the global economy as a whole.

Events of this nature could have an adverse impact on the Fund and the Master Fund including, among other things, causing extreme fluctuations in the value and exchange rate of the euro, market disruption, governmental intervention, and difficulties in valuing assets, obtaining funding or credit, transacting business with counterparties and managing investment risk.

European Market Infrastructure Regulation – The EMIR Regulations which are now in force, introduce requirements in respect of derivative contracts by requiring certain "eligible" over-the-counter ("OTC") derivative contracts to be submitted for clearing to regulated central clearing counterparties (the clearing obligation) and by mandating the reporting of certain details of OTC and exchange-traded ("ETD") derivative contracts to registered trade repositories (the reporting obligation). In addition, the EMIR Regulations impose requirements for appropriate procedures and arrangements to measure, monitor and mitigate operational and counterparty risk in respect of OTC derivative contracts which are not subject to mandatory clearing (the risk mitigation requirements) including the posting of collateral in respect of uncleared OTC trades. The Master Fund will be a "Financial Counterparty" for the purposes of the EMIR Regulations and will be subject to the clearing obligation (where applicable), the reporting obligation and the risk mitigation requirements. The clearing obligation and the requirement to post collateral in respect of uncleared OTC trades may result in an increase in the overall costs of entering into and maintaining OTC derivative contracts.

Dodd-Frank Wall Street Reform and Consumer Protection Act – With the passage of the Dodd-Frank Wall Street Reform and Consumer Protection Act ("Dodd-Frank") in the United States, there has been extensive rulemaking and regulatory changes that have affected and will continue to affect private fund managers, the funds that they manage and the financial industry as a whole. Under Dodd-Frank, the SEC has mandated additional registration, reporting and recordkeeping requirements for investment advisers, which are expected to add costs to the legal, operations and compliance obligations of the Investment Manager, the Fund and the Master Fund and increase the amount of time that the Investment Manager spends on non-investment related activities. Until the U.S. federal regulators implement all of the requirements of Dodd-Frank, it is unknown how burdensome such requirements will be. Dodd-Frank affects a broad range of market participants with whom the Fund and the Master Fund interacts or may interact, including commercial banks, investment banks, other non-bank financial institutions, rating agencies, mortgage brokers, credit unions, insurance companies and broker-dealers. Regulatory changes that affect other market participants are likely to change the way in which the Investment Manager conducts business with its counterparties. It may take several years to understand the impact of Dodd-Frank on the financial industry as a whole, and therefore, such continued uncertainty may make markets more volatile, and it may be more difficult for the Investment Manager to execute the investment strategy of the Fund and the Master Fund. Overall, there is substantial uncertainty surrounding the regulatory environment for the financial industry in the United States.

Both the EMIR Regulations and the Dodd-Frank Act can apply extraterritorially i.e., to entities outside of the E.U. and the U.S. respectively by virtue of provisions in each that seek to impose certain requirements on entities located or on transactions executed elsewhere. Given the potentially global nature of the Master Fund's trading activities and the potentially overlapping extraterritorial reach of the EMIR Regulations and the Dodd-Frank Act, subject to rules on substituted compliance and equivalence, conflict and overlap may occur between regulations adopted under EMIR and the Dodd-Frank Act. Where any such conflict and overlap means the Master Fund must comply with both regimes, compliance costs may increase.

U.S. Foreign Account Tax Compliance Act ("FATCA") – Pursuant to FATCA, the Fund and the Master Fund will be required to comply with extensive reporting and withholding requirements designed to inform the U.S. Department of the Treasury of U.S.-owned foreign investment accounts. Failure to comply (or be deemed compliant) with these requirements will subject the Fund and the Master Fund to U.S. withholding taxes on certain U.S.-source income. Investors may be requested to provide additional information to the Fund or the Master Fund to enable the Fund and the Master Fund to satisfy these obligations. Failure to provide such information when requested or (if applicable) to satisfy its own FATCA obligations may subject an investor to liability for any resulting U.S. withholding taxes or U.S. tax information reporting or compulsory redemption. Detailed guidance as to the mechanics and scope of this reporting and withholding regime is continuing to develop. There can be no assurance as to the timing or impact of any such guidance on future operations of the Fund and the Master Fund.

OECD Common Reporting Standard – Drawing extensively on the intergovernmental approach to implementing FATCA, the OECD developed the Common Reporting Standard ("CRS") to address the issue of offshore tax evasion on a global basis. Aimed at maximising efficiency and reducing cost for financial institutions, the CRS provides a common standard for due diligence, reporting and exchange of financial account information. Pursuant to the CRS, participating jurisdictions will obtain from reporting financial institutions, and automatically exchange with tax authorities in other participating CRS jurisdictions in which the investors of the reporting financial institutions are tax resident on an annual basis, financial information with respect to all reportable accounts identified by financial institutions on the basis of common due diligence and reporting procedures. The first information exchanges began in September 2017. Investors are required to provide additional information to the Fund or the Master Fund to enable the Fund and the Master Fund to satisfy their obligations under the CRS. Failure to provide requested information may subject an investor to liability for any resulting penalties or other charges and/or the mandatory redemption of its Shares.

OECD's BEPS Action Points – In 2013 the OECD published its report on Addressing Base Erosion and Profit Shifting ("BEPS") and its Action Plan on BEPS. The aim of the report and Action Plan was to address and reduce aggressive international tax planning. On 5 October 2015, the OECD published its final reports, analyses and sets of recommendations (deliverables) with a view to implementing internationally agreed and binding rules which could result in material changes to relevant tax legislation of participating OECD countries. The final package of deliverables was subsequently approved by the G20 Finance Ministers on 8 October 2015. On 24 November 2016, the OECD announced that more than 100 jurisdictions concluded negotiations on a multilateral instrument that will amend their respective tax treaties (more than 2,000 tax treaties worldwide) in order to implement the tax treaty-related BEPS recommendations. The multilateral instrument was signed on 7 June 2017 and entered into force on 1 July 2018. The multilateral instrument will then enter into effect for a specific tax treaty at certain times

after all parties to that treaty have ratified the multilateral instrument. The final actions to be implemented in the tax legislation of the countries in which the Fund and the Master Fund will have investments, in the countries where the Fund and the Master Fund is domiciled or resident, or changes in tax treaties negotiated by these countries, could adversely affect the returns from the Fund and the Master Fund to its investors.

DAC 6 and U.K. MDR - Council Directive (EU) 2018/822 ("**DAC 6**") and similar regulations in the U.K. Mandatory Disclosure Rules ("**MDR**") impose mandatory disclosure requirements on intermediaries and taxpayers in respect of certain reportable cross-border tax planning arrangements which meet one or more hallmarks set out in the applicable legislation. DAC 6 is an EU directive which applies to arrangements implemented on or after 25 June 2018. Its objective is to: (i) increase transparency on cross-border arrangements involving the EU, (ii) reduce the scope for harmful tax competition within the EU, and (iii) deter taxpayers from entering into a particular scheme if it has to be disclosed. The scope of DAC 6 is very wide-reaching (in an EU context) and, while some of the hallmarks target arrangements that provide a tax advantage as the main benefit, there are other hallmarks not linked to this main benefit test, meaning that there may not be a safe harbour for common commercial arrangements. Although pre-Brexit the U.K. implemented DAC 6 in full, following Brexit the U.K. adopted a much narrower DAC 6 reporting regime covering only a limited number of the DAC 6 hallmarks applicable in the EU. With effect from 28 March 2023, new regulations revoked DAC 6 in the U.K. and replaced it with MDR, which is designed to meet OECD standards of transparency rather than the broader EU standards but which, in practice, apply by reference to substantially similar rules and hallmarks to the narrower DAC 6 regime previously applied by the U.K. after Brexit.

The Investment Manager or any other intermediary of the Fund or the Master Fund based in the EU or the U.K. could be legally obliged to file information in respect of arrangements involving the Fund and the Master Fund's investments with tax authorities within the EU or the U.K. As long as the Investment Manager or any intermediary complies with its reporting requirements, neither DAC 6 nor MDR are expected to have a material impact on the Fund or the Master Fund or its investments. However, DAC 6 or MDR disclosures may subsequently impact future tax policy across the EU or the U.K.

EU Anti-Avoidance Directives - As part of its anti-tax avoidance package two anti-tax avoidance directives have been issued, Council Directives EU 2016/1164 and EU 2017/952 ("**ATAD 1**" and "**ATAD 2**" respectively). Luxembourg has implemented both Directives into its domestic law. ATAD 1 was implemented with effect from 1 January 2019. This includes rules to limit tax deductions in respect of interest payments as well as other anti-avoidance measures such as intra-EU anti-hybrid rules. ATAD 2 was implemented largely with effect from 1 January 2020 and extends the anti-hybrid rules to cover hybrid mismatches involving non-EU countries. While ATAD 1 and ATAD 2 have been implemented into Luxembourg domestic law, guidance is awaited from the Luxembourg tax authorities in relation to certain aspects of the law and its interpretation. The extent to which these rules could have application to the Fund, the Master Fund or any intermediate holding vehicle is therefore currently uncertain and so could affect the returns to investors in the Fund and the Master Fund. Finally, on 22 December 2021, the European Commission published a proposal for a Directive "laying down rules to prevent the misuse of shell entities for tax purposes and amending directive 2011/16/EU." This Directive is also referred to as ATAD 3 or as the Unshell Directive and is, broadly, designed to target EU based shell entities that do not meet a minimum substance threshold. The rules contained in the ATAD 3 / Unshell Directive, if enacted and implemented, could adversely impact the use of any intermediate holding company used by the Fund and the Master Fund.

Anti-Tax-Avoidance Directive 3 - On 22 December 2021 the European Commission published a proposal for a directive "laying down rules to prevent the misuse of shell entities for tax purposes and amending directive 2011/16/EU" ("**ATAD 3**"), which sets out a number of rules designed to prevent the misuse of shell entities – namely, entities with limited or no economic substance - for tax purposes. It is currently unclear if and in what form ATAD 3 might be adopted. If and when adopted, ATAD 3 might potentially, if applicable, impact under certain circumstances the taxation of EU-resident investment vehicles and therefore the return to prospective investors.

Anti-Money Laundering, Know Your Client, Tax and Other Information Reporting Regimes - Governmental authorities are continuing to consider appropriate measures to implement "know your customer" and anti-money laundering laws rules, and regulations. Currently, in order to facilitate compliance with applicable anti-money laundering regulations and laws, each prospective investor must make certain disclosures and provide certain information to the Fund, the Company, the General Partner, and their respective affiliates. In particular, the Fund, the Company and the General Partner may require prospective investors to provide information to comply with any request for information by courts, tribunals, central banks, exchanges, or governmental or regulatory

authorities. In addition, one or more information exchange regimes are likely to apply to the Fund or the Company, which may require the General Partner/the Company to collect and share information with applicable taxing and other authorities concerning Limited Shareholders (including identifying information and amounts of certain income allocable or distributable to them). In the future, the Company may be required to conduct additional verification of both the identity of any Limited Shareholder (including the source of such Limited Shareholder's funds used for making an investment, the bank accounts used for remitting capital contributions or receiving distribution proceeds) and its beneficial owners. Current and future information disclosed may be provided to government and regulatory authorities of various jurisdictions, without necessarily providing prior notification (or any notification) to the Limited Shareholders or prospective investors. It is unclear what additional steps the General Partner and the Company may be required to take to comply with future laws, rules, and regulations; however, these steps may include prohibiting Limited Shareholders from making further subscription for Shares, and/or causing the redemption of Limited Shareholders. Furthermore, a Limited Shareholder may be required to indemnify the Fund, the Company, the General Partner, and their respective affiliates for any losses or damages incurred as a result of such Limited Shareholder's failure to provide any such information. In addition, such a failure may result in certain other adverse consequences (including expulsion from the Fund and/or the imposition of penalties or, if applicable, withholding taxes attributed to such Limited Shareholder).

Pillar Two - A legislative proposal by the European Commission was published on 22 December 2021 for another EU Directive setting forth rules to ensure a global minimum level of taxation for multinational groups (the "**Pillar Two**"). The Pillar Two aims at implementing among all 27 EU Member States the 'Model Rules' published on 20 December 2021, that are consistent with the agreement reached by 'Inclusive Framework' on BEPS on 8 October 2021 (the "**Inclusive Framework**") and include an 'Income Inclusion Rule' ('"**IIR**'") and an Under Taxed Payments Rule ("**UTPR**"; collectively "**GloBE rule**"). In addition, Pillar Two makes use of an option contemplated by the Inclusive Framework whereby the EU Member State of a constituent entity applying the IIR is required to ensure effective taxation at the minimum agreed level not only for foreign subsidiaries but also for all constituent entities resident in that Member State. The agreed Pillar Two design also includes the 'Subject to Tax Rule' ("**STTR**"), which is to be implemented through bilateral tax treaties and is not included in Pillar Two.

On 14 December 2022, Council Directive (EU) 2022/2523 of 14 December 2022 on ensuring a global minimum level of taxation for multinational enterprise groups and large-scale domestic groups in the European Union (the "**Pillar 2 Directive**") has been adopted to implement the GloBE Rules in the EU with effect for fiscal years beginning from 31 December 2024 (with certain elements of the GloBE Rules to come into effect from 1 January 2024). The EU directive proposes to introduce the GloBE Rules for MNEs (or large-scale domestic groups) with have revenues of at least EUR 750 million, operating in the EU's internal market and beyond. It provides a common framework for implementing the GloBE Rules into Member States' national laws. Luxembourg has transposed the Pillar 2 Directive by the law of 22 December 2023.

The effect and applicability of the GloBE Rules on and to the Fund and/or its investments is currently unknown, and investors are encouraged to seek their own advice on the potential impact of these rules on their investment in the Fund.

EU Bank Recovery and Resolution Directive – Pursuant to the EU Bank Recovery and Resolution Directive (2014/59/EU, as amended by the BRRD II Directive, Directive 2019/879/EU) ("**BRRD**") EU member states were required to introduce a recovery and resolution framework for banks and significant investment firms ("institutions") giving national competent and resolution authorities powers of intervention where such an institution is deemed to be failing or likely to fail. EU member states were required to transpose the BRRD into national law by January 2015 or in certain cases January 2016. As a result, when the U.K. left the EU, the BRRD recovery and resolution framework, as implemented by the U.K. was already in place and is principally found in the Banking Act 2009.

Among other things the BRRD provides for the introduction of a "bail-in tool" under which resolution authorities may write down claims of the institution's shareholders and creditors and/or convert such claims into equity. Exceptions to this include secured labilities, client assets and client money. If following a bail-in it is determined, based on a post-resolution valuation, that shareholders or creditors whose claims have been written down or converted into equity have incurred greater losses than they would have done had the institution had been wound up under normal insolvency proceedings, the BRRD provides that they are entitled to payment of the difference.

Other powers of intervention include the power to close out open derivatives positions, the power to temporarily suspend payment or delivery obligations, restrict or stay the enforcement of security interests and the power to suspend termination rights.

The implementation of a resolution process in relation to an institution which is a counterparty to or obligor of the Master Fund could result in a bail-in being exercised in respect of any unsecured claims of the Master Fund, derivatives positions being closed out, and delays in the ability of the Master Fund to enforce its rights in respect of collateral or otherwise against the institution concerned. Any payment of compensation due to the Master Fund as a result of the Master Fund being worse off as a result of a bail-in is likely to be delayed until after the completion of the resolution process and prove to be less than anticipated or expected.

CSDR settlement discipline regime risk - The EU has adopted a settlement discipline regime under Regulation (EU) No 909/2014 and the settlement discipline regulatory technical standards (Commission Delegated Regulation (EU) 2018/1229), as they may be modified from time to time ("**CSDR**"). The CSDR settlement discipline regime (the "CSDR SDR") aims to both prevent and address the number of settlement fails that occur in Europe where in-scope instruments settle in an EEA central securities depository ("**CSD**").

The CSDR's SDR will impact all firms, no matter where they are in the world, that trade in relevant securities that will ultimately settle at an EU domiciled CSD. The key elements of the CSDR SDR are: (i) mandatory buy-ins ("**MBI**") – if a settlement fail continues for a specified period of time after the intended settlement date, a buy-in process must be initiated to effect the settlement; (ii) cash penalties – EEA CSDs are required to impose cash penalties on participants that cause settlement fails and distribute these to receiving participants; and (iii) allocations and confirmations – EEA investment firms are required to take measures to prevent settlement fails, including putting in place arrangements with their professional clients to communicate securities allocations and transaction confirmations.

Originally the CSDR SDR was due to take effect in its entirety on 1 February 2022. Whilst certain requirements of the CSDR SDR did take effect on that date, principally the application of cash penalties and settlement fails reporting requirements, the MBI was delayed and will now not apply until 2 November 2025.

In March 2022, the European Commission published a legislative proposal to amend CSDR, including proposals to amend the MBI regime. The most significant proposal for MBI is the introduction of a "two-step" approach pursuant to which MBIs would apply if the cash penalties regime alone does not improve settlement fails in the EU.

The revised proposals continue to progress through the European legislative process. The precise form the MBI will take when it does take effect remains unknown.

The CSDR SDR may result in the Master Fund bearing increased operational and compliance costs. CSDR may also affect liquidity and increase trading costs associated with relevant securities. If in-scope transactions are subject to additional expenses and penalties because of the CSDR SDR, the Investment Manager will, to the extent it is able, pass on such expenses and penalties to the Master Fund.

Cyber Crime and Security Breaches **–** With the increasing use of the internet and technology in connection with the operations of the Service Providers, the Fund and the Master Fund are susceptible to greater operational and information security risks through breaches in cyber security. Cyber security breaches include, without limitation, infection by computer viruses and gaining unauthorised access to the Service Providers' systems through "hacking" or other means for the purpose of misappropriating assets or sensitive information, corrupting data, or causing operations to be disrupted. Cyber security breaches may also occur in a manner that does not require gaining unauthorised access, such as denial-of-service attacks or situations where authorised individuals intentionally or unintentionally release confidential information stored on the Service Providers' systems. A cyber security breach may cause disruptions and impact the Fund's and the Master Fund's business operations, which could potentially result in financial losses, inability to determine the net asset value of the Fund or the Master Fund, violation of applicable law, regulatory penalties and/or fines, compliance and other costs. The Master Fund, the Fund and its Limited Shareholders could be negatively impacted as a result. Further, indirect cyber security breaches at an issuer of securities in which the Fund or the Master Fund invests may similarly negatively impact the Master Fund, the Fund and its Limited Shareholders. While the Service Providers have established risk management systems designed to reduce the risks associated with cyber security breaches, there can be no assurances that such measures will be successful.

Investment and Strategy Risks

General Market Risk - The Master Fund's investments will be subject to varying degrees of risk. The yields available from such investments generally depend on the structure of the investment and the creditworthiness of the issuer. Income from, and the value of, the Master Fund's investments may be adversely affected by many

factors that are beyond the Master Fund's control, including: adverse changes in national and local economic and market conditions; changes in interest rates and in the availability, costs and terms of financing; changes in governmental laws and regulations, fiscal policies and costs of compliance with laws and regulations; changes in operating expenses; and civil unrest, acts of war or terrorism and natural disasters, including earthquakes and floods, which may result in uninsured and underinsured losses. A general economic slowdown could have an adverse effect on the Master Fund. Periods of economic slowdown or recession may be accompanied by declines in asset values. Therefore, the Master Fund's non-performing assets are likely to increase and the value of the Master Fund's assets is likely to decrease during such periods. Delinquencies, insolvency events and losses generally increase during economic slowdowns or recessions. Any sustained period of increased delinquencies, borrower or issuer defaults or losses is likely to adversely affect the value of an investment in the Master Fund. Furthermore, various international events have caused significant uncertainty in the global financial markets. While the long-term effects of such events and their potential consequences are unknown, they could have an adverse effect on general economic conditions, consumer confidence and market liquidity.

Portfolio Concentration - The Master Fund has the ability to concentrate investments by investing all of its assets in only a limited number of issuers, industries or countries. As a result, the Master Fund's assets may be concentrated in certain commercial or industrial sectors or geographic areas or if certain of the Master Fund's investments have outstanding principal balances that are substantially larger than others. A limited degree of diversification increases risk because the aggregate return of the Master Fund may be substantially adversely affected by the unfavourable performance of a small number of investments.

Loans to Private Companies - A portion of the Master Fund's portfolio may be committed to the origination or purchasing of loans to small and medium-sized, privately owned businesses. Compared to larger, publicly owned firms, such companies generally have limited financial resources and access to capital and higher funding costs. They may be in a weaker financial position and may need more capital to expand or compete. These companies frequently have shorter operating histories, narrower product lines and smaller market shares than larger businesses, which render them more vulnerable to competitors' actions and market conditions, as well as general economic downturns. There may not be as much information publicly available about these companies as would be available for public companies and such information may not be of the same quality. These companies are also more likely to depend on the management talents and efforts of a small group of persons and, as a result, the death, disability, resignation or termination of one or more of these persons could have a material adverse impact on these companies' ability to meet their obligations. The above challenges increase the risk of these companies defaulting on their obligations.

Participation Interests - The Master Fund may purchase participation interests in debt instruments, which do not entitle the holder thereof to direct rights against the obligor. In such situations, the Master Fund will typically have a contractual relationship only with the relevant counterparty and not with the underlying obligor. As such the Master Fund will have the right to receive payments of principal, interest and any fees to which it is entitled only from the counterparty and only upon receipt by such counterparty of such payments from the obligor. In respect of participations, the Master Fund generally will have no right directly to enforce compliance by the underlying obligor with the terms of the related loan agreement or underlying obligation (as the case may be) no rights of set-off against the underlying obligor, and no voting or other consensual rights of ownership with respect to the related loan agreement or underlying obligation (as the case may be). In such circumstances, the Master Fund may not directly benefit from the collateral supporting the debt instrument in which it has purchased the participation or underlying obligation. As a result, the Master Fund will assume the credit risk of both the obligor and the counterparty. In the event of the insolvency of such counterparty, the Master Fund may be treated as a general creditor of such counterparty and may not benefit from any set-off between such counterparty and the obligor, or have any claim of title with respect to the underlying obligation. As a result, concentrations of participation interests entered into with any one counterparty will subject the Master Fund to an additional degree of risk with respect to defaults by such counterparty as well as by the underlying obligor. When the Master Fund holds a participation in a debt instrument it may not have the right to vote to waive enforcement of any restrictive covenant breached by an obligor or, if the Master Fund does not vote as requested by the counterparty, it may be subject to repurchase of the participation at par. Counterparties voting in connection with a potential waiver of a restrictive covenant may have interests different from those of the Master Fund, and such selling institutions may not consider the interests of the Master Fund in connection with their votes.

Borrower Fraud - Fraud by potential borrowers could cause the Master Fund to suffer losses. A potential borrower could defraud the Master Fund by, among other things: directing the proceeds of collections of its accounts receivable to bank accounts other than the Master Fund's established lockboxes; failing to accurately record accounts receivable aging; overstating or falsifying records showing accounts receivable; or providing inaccurate

reporting of other financial information. The failure of a potential borrower to report its financial position accurately, comply with loan covenants or be eligible for additional borrowings could result in the loss of some or the entire principal of a particular loan or loans.

Borrower Bankruptcy - The borrowers in respect of loans or other securities constituting the Master Fund assets may seek the protection afforded by bankruptcy, insolvency and other debtor relief laws. One of the protections offered in certain jurisdictions in such proceedings is a stay on required payments on such securities or loans. A stay on payments to be made on the assets of the Master Fund could adversely affect the value of those assets and the Master Fund itself. Other protections in such proceedings include forgiveness of debt, the ability to create super-priority liens in favour of certain creditors of the debtor and certain well-defined claims procedures. Additionally, the numerous risks inherent in the bankruptcy process create a potential risk of loss by the Master Fund of its entire investment in any particular investment.

Prepayments - The value of the Master Fund's assets may be affected by prepayment rates on loans. Prepayment rates are influenced by changes in interest rates and a variety of economic, geographic and other factors beyond the Master Fund's control. Therefore, the frequency at which prepayments (including voluntary prepayments by borrowers and liquidations due to defaults and insolvency) occur on the Master Fund's investments may adversely impact the Master Fund, and prepayment rates cannot be predicted with certainty, making it impossible to completely insulate the Master Fund from prepayment or other such risks. Early prepayments give rise to increased re-investment risk, as the Master Fund might realise excess cash earlier than expected. If prepayment rates increase, including, for example, when the prevailing level of interest rates falls, the Master Fund may be unable to re-invest cash in a new investment with an expected rate of return at least equal to that of the investment repaid.

Related Liability Risk - The Master Fund may become subject to unexpected contingent liabilities after the purchase of a security, loan or other obligation. Examples include environmental liabilities or, in some European countries, social liabilities relating to the mitigation of the effect of corporate restructurings on employees.

Enforceability of Security - Certain investments may be secured by mortgages, charges, pledges, liens or other security interests. Depending on the jurisdiction in which such security interests are created, enforcement of such security interests may be a complicated and difficult process. For example, enforcement of security interests in certain jurisdictions may require a court order and a sale of the secured property through public bidding or auction. In addition, some jurisdictions grant courts the power to declare security interest arrangements to be void if they deem the security interest to be excessive.

The Master Fund's investments and the collateral underlying those investments will be subject to various laws for the protection of creditors in the jurisdictions of incorporation of the borrowers concerned and, if different, the jurisdictions in which they conduct business and/or hold assets. Such differences in law may also adversely affect the rights of the Master Fund as a subordinated lender with respect to other creditors. Additionally, the Master Fund, as a creditor, may experience less favourable treatment under different insolvency regimes than those that apply in, for example, the United Kingdom, including in cases where the Master Fund seeks to enforce any security it may hold as a creditor.

Subordination Risk - Certain debt investments acquired by the Master Fund will be subject to certain additional risks. Such investments may be unsecured and structurally or contractually subordinated to substantial amounts of senior indebtedness, all or significant portion of which may be secured. Moreover, such investments may not be protected by financial covenants or limitations upon additional indebtedness.

Lender Liability Considerations - In certain jurisdictions, borrowers may assert claims against lending institutions on the basis of various evolving legal theories, including equitable subordination (collectively termed "lender liability"). Generally, lender liability is founded upon the premise that the institutional lender has violated a duty (whether implied or contractual) of good faith and fair dealing owed to the borrower or has assumed a degree of control over the borrower resulting in the creation of a fiduciary duty owed to the borrower. The Master Fund, as a creditor, may be subject to allegations of lender liability. Furthermore, the Master Fund may be unable to control the conduct of the lenders under a loan syndication agreement requiring less than a unanimous vote, yet the Master Fund may be subject to lender liability for such conduct.

Fixed Income Securities – The Master Fund will invest in bonds and other fixed income securities, including, without limitation, commercial paper, "distressed debt", bank debt, asset-backed securities, investment-grade corporate debt and "higher yielding" (including non-investment grade and, therefore, higher risk) debt securities. The Master Fund will, therefore, be subject to credit, liquidity and interest rate risks. Higher-yielding debt

securities may be unsecured and may be subordinated to certain other outstanding securities and obligations of the issuer, which may be secured on the issuer's assets. Higher-yielding debt obligations are typically lower rated reflecting a greater probability that adverse changes in the financial condition of the issuer or in general economic conditions or both may impair the ability of the issuer to make payments of principal and interest. Non-investment grade debt securities may not be protected by financial covenants or limitations on additional indebtedness. In addition, evaluation of credit risk for debt securities involves uncertainty because credit rating agencies throughout the world have different standards, making comparison across countries difficult. Also, the market for credit spreads is often inefficient and illiquid, making it difficult to accurately calculate discounting spreads for valuing financial instruments. It is likely that a major economic event, such as a recession or reduction of liquidity in the market, could severely disrupt the market for such securities and may have an adverse impact on the value of such securities. In addition, it is likely that any such economic event could adversely affect the ability of issuers of such securities to repay principal and pay interest thereon and increase the incidence of default for such securities.

Investment through Subsidiaries - The Master Fund may establish wholly-owned subsidiaries for tax efficiency, to mitigate uncertain tax positions, for efficient investment structuring or for other reasons (each a "**Subsidiary**"). For such an approach to be effective, the Investment Manager and / or the Subsidiary may also need to register with a particular country's regulator. Where this is the case the Investment Manager and/or the Subsidiary will be required to fulfil any conditions imposed by the regulator. Investments may therefore be dependent on compliance with any requirements imposed by the relevant regulator and the continuing registration of the Investment Manager and/or the Subsidiary with the relevant regulator. Periodically, any such registration may expire and consequently require renewal. The Investment Manager intends to apply for any such renewal when necessary; however there can be no assurance that such renewal will be granted by the regulator in question. The expiry of the Investment Manager's and / or the Subsidiary's registration could result in mandatory divestment of an investment by the Subsidiary which could adversely impact the net asset value of the Subsidiary and effect its ability to invest. No assurance can be given that the terms of any relevant tax treaty will not be subject to re-negotiation in the future and any change could have a material adverse effect on the returns of the relevant Subsidiary. There can be no assurance that such treaties will continue and will be in full force and effect during the life of the relevant Subsidiary.

Acquisition of Portfolios of Investments - The Master Fund may seek to purchase entire portfolios or substantial portions of portfolios from market participants in need of liquidity. The Master Fund may be required to bid on such portfolios in a very short time frame and may not be able to perform normal due diligence on the portfolio. Such a portfolio may contain instruments or complex arrangements of multiple instruments that are difficult to understand or evaluate. Such a portfolio may suffer further deterioration after purchase by the Master Fund before it is possible to ameliorate such risk. As a consequence, there is substantial risk that the Investment Manager will not be able to adequately evaluate particular risks or that market movements or other adverse developments will cause the Master Fund to incur substantial losses on such transactions.

Underlying Exposure to the Consumer Market - A portion of the Master Fund's portfolio may be directly or indirectly exposed to the consumer market. The financial condition of consumers is difficult to assess and predict as many consumer borrowers have no or very limited credit history. There is a greater risk of default in relation to the consumer market which may indirectly have an impact on returns to the Master Fund.

Adjustments to Terms of Investments - The terms and conditions of loan agreements and related assignments may be amended, modified or waived only with the agreement of the lenders. Generally, any such agreement will require a majority or a super majority (measured by outstanding loans or commitments) or, in certain circumstances, a unanimous vote of the lenders. Consequently, the terms and conditions of the payment obligation arising from loan agreements could be modified, amended or waived in a manner contrary to the preferences of the Master Fund if a sufficient number of the other lenders concurred with such modification, amendment or waiver. There can be no assurance that any obligations arising from a loan agreement will maintain the terms and conditions to which the Master Fund originally agreed.

The exercise of remedies may also be subject to the vote of a specified percentage of the lenders thereunder. The Investment Manager will have the authority to cause the Master Fund to consent to certain amendments, waivers or modifications to the investments held by the Master Fund requested by obligors or the lead agents for loan syndication agreements. The Investment Manager may cause the Master Fund to extend or defer the maturity, adjust the outstanding balance of any investment, reduce or forgive interest or fees, release material collateral or guarantees, or otherwise amend, modify or waive the terms of any related loan agreement, including the payment terms thereunder. Any amendment, waiver or modification of an investment could adversely impact the Master Fund's investment returns.

Transfer Risk - The Master Fund is subject to the risk that title to securities, loans or other obligations which it purchases is not properly transferred. Depending on the applicable law, if the transfer of title is not reported or disclosed in a timely fashion, a claim may be disputed or voting rights of claim holders may be curtailed.

Changes in Interest Rates - Interest rates are highly sensitive to many factors beyond the Master Fund's control, including governmental monetary and tax policies, domestic and international economic and political considerations and other factors. Interest rate fluctuations present a variety of risks, including the risk of a mismatch between asset yields and borrowing rates, variances in the yield curve and fluctuating prepayment rates, and such fluctuations may adversely affect the Master Fund's income.

Interest Rate Adjustments - The Master Fund may rely on short-term financings to acquire investments with long-term maturities. Similarly, the Master Fund may acquire investments with short term maturities which are secured by long dated assets. Certain of the Master Fund's investments may be adjustable rate instruments in which interest rates vary over time, based upon changes in an objective index (e.g., European Central Bank's Deposit Facility Rate) which generally reflect short-term interest rates. The interest rates on the Master Fund's financings similarly vary with changes in an objective index but may adjust more frequently than the interest rates of the Master Fund's investments.

Taxes - The Master Fund's interest and dividend income from issuers may be subject to withholding taxes applicable to the issuer's jurisdiction. The Master Fund may structure such investments so as to minimise any such liability, but there can be no assurance that such efforts will be successful or, in any event, that such taxes will not have an adverse effect on the returns of the Master Fund.

The Master Fund may be treated as engaged in a trade or business by reason of its loan origination and other activities, which could generate unrelated business taxable income for US tax-exempt entities on the sale of its loans. The Investment Manager has the flexibility to permit US tax-exempt limited partners to participate in an investment of the Master Fund through an alternative investment vehicle that is treated as a corporation for US income tax purposes that would avoid unrelated business taxable income flowing through to US tax-exempt entities.

Insurance - Insurance on the assets securing the Master Fund's investments may not cover all losses. There are certain types of losses, generally of a catastrophic nature, such as earthquakes, floods, hurricanes, terrorism or acts of war that may be uninsurable or not economically insurable. Inflation, environmental considerations and other factors, including terrorism or acts of war, also might make insurance proceeds insufficient to repair or replace an asset if it is damaged or destroyed. Under such circumstances, the insurance proceeds received might not be adequate to restore the Master Fund's economic position with respect to the affected assets. Any uninsured loss could result in both loss of cash flow from and the value of the affected asset.

Counterparties - Some institutions (including brokerage firms and banks) with which the Master Fund will do business or to which securities will be entrusted for custodial and/or prime brokerage purposes, may encounter financial difficulties, fail or otherwise become unable to meet their obligations. In light of recent market turmoil, such financial institutions' financial condition (as well as that of the Master Fund) may be adversely affected and they may become subject to legal, regulatory, reputational and other unforeseen risks that could have a material adverse effect on the activities and operations of the Master Fund. In the event of a bankruptcy or insolvency of such a counterparty, the Master Fund could experience delays in liquidating an investment and significant losses, including the loss of that portion of the Master Fund's portfolio held by such a counterparty, which may arise as a result of a decline in the value of an investment during the period in which the Master Fund seeks to enforce its rights, the inability to realise any gains on an investment during such period and significant fees and expenses incurred in enforcing its rights. The Master Fund is subject to the risk that such counterparties may or may not have access to finance and/or assets at the relevant time and may fail to comply with their obligations under the relevant arrangements.

Valuation - The market value of the Master Fund's investments will generally fluctuate with, among other things, general economic conditions, world political events, developments or trends in any particular industry, the conditions of financial markets and the financial condition of the companies in which investments are made. In addition, certain investments may have interest rates that remain constant until their maturity. Accordingly, their market value will generally fluctuate with changes in market rates of interest. Certain of the Master Fund's investments will be investments for which there is no, or a limited, liquid market. As a result, the fair value of such investments may not be readily determinable.

Because such valuations, and particularly valuations with respect to loans and securities of private companies, are inherently uncertain, they may fluctuate over short periods of time and may be based on estimates. As a result, the Investment Manager's determinations of fair value may differ materially from the actual values obtainable in an arm's-length sale of such investments to a third party. The Master Fund's financial condition and results of operations could be adversely affected if the Master Fund's fair value determinations were materially higher than the values that the Master Fund ultimately realises upon the realisation of such investments.

Securities and Other Investments of the Master Fund May Be Illiquid – Certain investment positions may be illiquid. Futures positions may be illiquid because, for example, some exchanges limit fluctuations in certain futures contract prices during a single day by regulations referred to as "daily price fluctuation limits" or "daily limits". Once the price of a contract for a particular future has increased or decreased by an amount equal to the daily limit, positions in the future can neither be taken nor liquidated unless traders are willing to effect trades at or within the limit. Similar occurrences could prohibit the Master Fund from promptly liquidating unfavourable positions and subject the Fund and the Master Fund to substantial losses. In addition, the Master Fund may not be able to execute futures contract trades at favourable prices if little trading in the contracts involved is taking place. It is also possible that an exchange may suspend trading in a particular contract, order immediate liquidation and settlement of a particular contract, or order that trading in a particular contract be conducted for liquidation only. Further, the factors relating to illiquid investment positions may also be applicable to an investor whose assets are used in any in specie redemption.

The percentage of illiquid securities in the investment portfolio may increase as a result of redemptions. In order to manage liquidity in the investment portfolio in light of redemptions, the General Partner may determine to take any of a number of actions including, *inter alia*, creating side pockets for illiquid assets or spinning out illiquid assets into a special purpose vehicle. These measures may result in redeeming investors holding an investment in the Fund, the Master Fund or an entity created by the Master Fund beyond the redemption date, which investment is likely to have terms and conditions different from the terms and conditions applicable to the original interests in the Fund purchased by the investor and are likely to be highly illiquid and may be non-transferable.

Investments in Unlisted Securities – The Master Fund may invest in unlisted securities. Because of the absence of any trading market for these investments, it may take longer to liquidate these positions than would be the case with publicly traded securities. Accordingly, the ability of the Master Fund to respond to market movements may be impaired and the Master Fund may experience adverse price movements upon liquidation of their investments. Although these securities may be resold in privately negotiated transactions, prices realised on these sales could be less than those originally paid by the Master Fund. Settlement of transactions may be subject to delay and administrative uncertainties. Further, companies whose securities are not publicly traded will generally not be subject to public disclosure and other investor protection requirements applicable to publicly traded securities. The lack of publicly available information and the lack of an actively traded market in unlisted securities will also give rise to uncertainty in valuing such securities.

No Established Rating Criteria – The Master Fund expects to invest in low rated (considered to be those that are below "investment grade") and unrated debt securities. Low rated and unrated debt securities are the equivalent of high yield, high risk bonds, commonly known as "junk bonds" and are generally considered to be speculative with respect to the issuer's capacity to pay interest and repay principal in accordance with the terms of its obligations under such securities.

Leverage, Interest Rates and Margin – The Master Fund may borrow funds from brokerage firms, banks and other financial institutions in order to increase the amount of capital available for investment. Consequently, the level of interest rates at which the Master Fund can borrow may affect the operating results of the Fund and the Master Fund. In addition, the Master Fund may in effect borrow funds through entry into repurchase agreements and may "leverage" its investment return with such instruments as forwards, futures, options and other derivative contracts.

The Master Fund's use of borrowing and leverage results in certain additional risks.

For example, while leverage presents opportunities for increasing the total return of the Master Fund, it has the effect of potentially increasing losses as well. Accordingly, any event which adversely affects the value of an investment held by the Master Fund would be magnified to the extent that the Master Fund is leveraged. The cumulative effect of the use of leverage by the Master Fund in a market that moves adversely to its investment could result in a substantial loss which would be greater than if the Master Fund was not leveraged.

Should the securities pledged to brokers to secure the Master Fund's margin accounts decline in value, the Master Fund could be subject to a "margin call" and need to deposit additional funds with the broker or suffer mandatory liquidation of the pledged securities to compensate for the decline in value. In the event of a sudden drop in the value of the Master Fund's assets, the Master Fund might not be able to liquidate assets quickly enough to pay off its margin debt. In the futures markets, margin deposits are typically low. Low margin deposits mean that a relatively small price movement in a futures contract may result in immediate and substantial losses. For example, if at the time of purchase ten per cent. of the price of a futures contract is deposited as margin, a ten per cent. decrease in the price of the futures contract would, if the contract is then closed out, result in a total loss of the margin deposit before any deduction for the brokerage commission.

Any limitation on the availability of leverage and/or borrowing facilities will have a detrimental effect on the ability of the Master Fund to maintain the intended level of leverage.

Depending on market conditions, from time to time leverage, borrowing and margin may not be available to the Master Fund or may not be available to the Master Fund at a price the Master Fund is willing to pay.

Hedging Transactions and *Other Methods of Risk Management* – The Master Fund may utilise financial instruments such as derivatives for investment purposes and for risk management purposes, for example in order to: (i) protect against possible changes in the relative value of the Master Fund's portfolio as a result of fluctuations in securities markets and interest rates; (ii) protect the unrealised gains in the value of the investment portfolio; (iii) facilitate the sale of any investment; (iv) enhance or preserve returns, spreads or gains on any investment in the portfolio; (v) hedge the interest rate or currency exchange rate on any liabilities or assets; (vi) protect against any increase in the price of any securities which the Investment Manager anticipates purchasing at a later date; or (vii) for any other reason that the Investment Manager deems appropriate. Such hedging transactions may not always achieve the intended effect and can also limit potential gains.

While the Master Fund may enter into such transactions to seek to reduce exchange rate and interest rate risks, unanticipated changes in exchange rates, interest rates and equity markets may result in a poorer overall performance by the Master Fund. For a variety of reasons, the Master Fund may not obtain a perfect correlation between such hedging instruments and the portfolio holdings being hedged. Such imperfect correlation may render ineffective the intended hedge or expose the Master Fund to risk of loss.

There can be no assurance that a given exposure will be hedged at any given time, or, even if the exposure is hedged, that such hedge will be effective.

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

General Risks of Investment in Derivative Instruments - The Master Fund may invest a portion of its assets in financial derivative instruments. The structured products in which the Master Fund may invest may also be structured as or provide the Master Fund with exposure to financial derivative instruments. The risks posed by such instruments and techniques, which can be extremely complex and may involve leverage, include credit risks (the exposure to the possibility of loss resulting from a counterparty's failure to meet its financial obligations), market risk (adverse movements in the price of a financial asset), legal risks (the characterisation of a transaction or a party's legal capacity to enter into it could render the financial contract unenforceable and the insolvency or bankruptcy of a counterparty could pre-empt otherwise enforceable contract rights), operational risk (inadequate controls, deficient procedures, human error, system failure or fraud), documentation risk (exposure to losses resulting from inadequate documentation), liquidity risk (exposure to losses created by an inability to prematurely

terminate the derivative), system risk (the risk that financial difficulties in one institution or a major market disruption will cause uncontrollable financial harm to the financial system), concentration risk (exposure to losses from the concentration of closely related risks such as exposure to a particular industry or exposure linked to a particular entity) and settlement risk (the risk faced when one party to a transaction has performed its obligations under a contract but has not yet received value from its counterparty).

Use of derivative techniques involves certain additional risks, including: (i) dependence on the ability to predict movements in the price of the securities hedged; (ii) imperfect correlation between movements in the securities on which the derivative is based and movements in the assets of the underlying portfolio; and (iii) possible impediments to effective portfolio management or the ability to meet short-term obligations because a percentage of the Master Fund's assets is segregated to cover its obligations. In addition, by hedging a particular position, any potential gain from an increase in value of such position may be limited.

OTC Derivative Instrument Transactions – The Master Fund may invest a substantial portion of its assets in investments which are not traded on organised exchanges to the extent that all necessary CFTC registrations or exemptions have been obtained. Such registrations or exemptions would not include review or approval by the CFTC of any offering memorandum or the trading strategies of the Master Fund. Such transactions, known as over-the-counter ("OTC") transactions, are not standardised and may include forward contracts, options, swaps or other derivatives. Whilst some OTC markets are highly liquid, transactions in OTC derivatives may involve greater risk than investing in exchange traded derivatives because there is no exchange market on which to close out an open position. It may be impossible to liquidate an existing position, to assess the value of the position arising from an off-exchange transaction or to assess the exposure to risk. Bid and offer prices need not be quoted and, even where they are, they will be established by dealers in these instruments and consequently it may be difficult to establish what is a fair price. The participants in such markets are typically not subject to credit evaluation and regulatory oversight as members of "exchange-based" markets. This exposes the Master Fund to the risk (i) of counterparty failure (ii) that a counterparty will not settle a transaction in accordance with its terms and conditions because of a dispute over the terms of the contract (whether or not bona fide) or because of a credit or liquidity problem and (iii) of the inability or refusal of a counterparty to perform with respect to such contracts or redeliver cash or securities delivered by the Master Fund to support such contracts, thus causing the Master Fund to suffer a loss. Such "counterparty risk" is accentuated for contracts with longer maturities where events may intervene to prevent settlement, or where the Master Fund has concentrated its transactions with a single or small group of counterparties. Market illiquidity or disruption could result in major losses to the Master Fund.

The instruments, indices and rates underlying derivative transactions expected to be entered into by the Master Fund may be extremely volatile in the sense that they are subject to sudden fluctuations of varying magnitude, and may be influenced by, among other things, government trade, fiscal, monetary and exchange control programmes and policies, national and international political and economic events and changes in interest rates. The volatility of such instruments, indices or rates, which may render it difficult or impossible to predict or anticipate fluctuations in the value of instruments traded by the Master Fund, could result in losses.

Trading in Options – The Master Fund may purchase and sell ("write") options on securities, currencies and commodities on a variety of commodities and securities exchanges and over-the-counter markets. The seller ("writer") of a put or call option which is uncovered (i.e. the writer has effectively a long or a short position in the underlying security, currency or commodity) assumes the risk (which theoretically may be unlimited) of a decrease or increase in the market price of the underlying security, currency or commodity below or above the sales or purchase price. Trading in futures and options is a highly specialised activity and, although it may increase total return, it may also entail significantly greater than ordinary investment risk. There can be no assurance that a given exposure will be hedged at any given time or, even if the exposure is hedged, that such hedge will be effective.

Exchange-Traded Futures Contracts and Options on Futures Contracts – The Master Fund may invest in futures and related options to the extent that all necessary CFTC registrations or exemptions have been obtained. Such registrations or exemptions would not include review or approval by the CFTC of any offering memorandum or the trading strategies of the Master Fund. The Master Fund's use of futures contracts and options on futures contracts will present the same types of volatility and leverage risks associated with transactions in derivative instruments generally (see below). In addition, such transactions present a number of risks which might not be associated with the purchase and sale of other types of investment products.

Prior to exercise or expiration, a futures or option position can be terminated only by entering into an offsetting transaction. This requires a liquid secondary market in the exchange on which the original position was

established. There can be no assurance that an off-setting transaction will be available for any particular contract at any point in time. In that event, it might not be possible to establish or liquidate a position.

The Master Fund's ability to utilise futures or options on futures to hedge its exposure to certain positions or as a surrogate for investments in instruments or markets will depend on the degree of correlation between the value of the instrument or market being hedged, or to which exposure is sought and the value of the futures or option contract. Because the instrument underlying a futures contract or option traded by the Master Fund will often be different from the instrument or market being hedged or to which exposure is sought, the correlation risk could be significant and could result in substantial losses to the Fund and the Master Fund. The use of futures and options involves the risk that changes in the value of the underlying instrument will not be fully reflected in the value of the futures contract or option.

The liquidity of a secondary market in futures contracts and options on futures contracts is also subject to the risk of trading halts, suspensions, exchange or clearing house equipment failures, government intervention, insolvency of a brokerage firm, clearing house or exchange or other disruptions of normal trading activity.

Commodity Pool Operator – "De Minimis Exemption" **–** While the Master Fund (and the Fund, indirectly through the Master Fund) may trade commodity interests (commodity futures contracts, commodity options contracts and/or swaps), including security futures products, the Investment Manager is exempt from registration with the CFTC as a CPO pursuant to CFTC Rule 4.13(a)(3). Therefore, unlike a registered CPO, the Investment Manager is not required to deliver a CFTC disclosure document to prospective investors, nor is it required to provide investors with certified annual reports that satisfy the requirements of CFTC rules applicable to registered CPOs.

The potential consequence of this exemption, the so-called "*de minimis exemption*", includes a limitation on the Master Fund's (and therefore the Fund's) exposure to the commodity markets. CFTC Rule 4.13(a)(3) requires that a pool for which such exemption is filed must meet one or the other of the following tests with respect to its commodity interest positions, including positions in security futures products, whether entered into for bona fide hedging purposes or otherwise: (a) the aggregate initial margin, premiums, and required minimum security deposit for retail forex transactions, will not exceed 5 per cent. of the liquidation value of the pool's portfolio, after taking into account unrealised profits and unrealised losses on any such positions it has entered into; or (b) the aggregate net notional value of such positions does not exceed 100 per cent. of the liquidation value of the pool's portfolio, after taking into account unrealised profits and unrealised losses on any such positions it has entered into.

Collateral Management Risk – In seeking to reduce credit risk through the posting or receiving of collateral in derivative contracts and Securities Financing Transactions (as discussed under "Securities Financing Transactions, Derivative Instruments and Collateral and Asset Re-use Arrangements" above), the management of the collateral posted/received will be subject to liquidity and counterparty risks associated with the relevant collateral instruments. Collateral is also subject to other types of risks: (i) operational risks: including that the valuation of the underlying instrument for which it is posted is inaccurate due to inadequate or failed internal processes, people or systems which may cause the Master Fund to have an incorrect level of margin posted or received; (ii) legal risks: these include risks associated with contracts and change of regulations in the relevant jurisdiction as well as the risk that collateral provided in cross-border transactions could result in conflicts of law preventing the Master Fund from recovering collateral lost or from enforcing its rights in relation to collateral received; (iii) custody risk: collateral received by the Master Fund on a title transfer basis will be held in custody by the Prime Brokers on the terms and subject to the risks described under "Prime Brokers" above; and (iv) reinvestment of cash collateral: cash collateral that is reinvested may realise a loss, which would reduce the value of the collateral and result in the Master Fund being less protected if there is a counterparty default. While commercially reasonable efforts are utilised to ensure that collateral management is effective, such risks cannot be eliminated.

Interpositioning **–** The Master Fund may execute OTC trades on an agency basis rather than on a principal basis. In these situations, the broker used by the Master Fund may acquire or dispose of a security through a market-maker or other dealer (a practice known as "interpositioning"). The transaction may thus be subject to both a commission payable to the broker and a markup or markdown included in the price quoted by the dealer. The use of a broker can provide anonymity in connection with a transaction. In addition, a broker, in certain cases, may have greater expertise or capability in connection with both accessing the market and executing a given transaction.

Short Sales **–** The Master Fund intends to engage in short selling. A short sale involves the sale of a security that the Master Fund does not own in the expectation of purchasing the same security (or a security exchangeable

therefor) at a later date at a lower price. In order to deliver to the buyer, the Master Fund must borrow the security and later purchase the security to return to the lender. A short sale involves a risk of a theoretically unlimited increase in the market price of the security, albeit this is typically limited in the case of a short sale of a fixed income instrument. Short selling allows the investor to profit from a decline in market price to the extent such decline exceeds the transaction costs and the costs of borrowing the securities. The extent to which the Master Fund engages in short sales will depend upon the opportunities available. There can be no assurance that the Master Fund will be able to maintain the ability to repurchase securities in the open market to return to the lender. There also can be no assurance that the securities necessary to cover a short position will be available for purchase at or near prices quoted in the market. Purchasing securities to close out a short position can itself cause the price of the securities to rise further, thereby exacerbating the loss.

Investments in Other Pooled Investment Vehicles – To the extent that the Master Fund invests in shares of another pooled investment vehicle, whether or not such entity is another fund, it will bear its *pro rata* share of the other entity's expenses, such as investment management fees, performance fees/allocations or other operating expenses.

Convertible Securities – The Master Fund may invest in convertible securities. Convertible securities are bonds, debentures, notes, preferred stocks or other securities that may be converted into or exchanged for a specified amount of common stock of the same or different issuer within a particular period of time at a specified price or formula. A convertible security entitles the holder to receive interest that is generally paid or accrued on debt or a dividend that is paid or accrued on preferred stock until the convertible security matures or is redeemed, converted or exchanged. Convertible securities have unique investment characteristics in that they generally: (i) have higher yields than common stocks, but lower yields than comparable non-convertible securities; (ii) are less subject to fluctuation in value than the underlying common stock due to their fixed-income characteristics; and (iii) provide the potential for capital appreciation if the market price of the underlying common stock increases.

Convertible Arbitrage Transactions – The Master Fund may engage in convertible arbitrage transactions. Convertible arbitrage transactions are designed to be relatively market neutral, *i.e.* they hedge out the directional risks generally associated with unhedged investments in the underlying instruments. However, should the credit status of an issuer weaken, losses may result from decreases in the market conversion premium or a loss of liquidity with respect to the security. These losses will be limited by the short hedge on the underlying security, but may be substantial in relation to the Master Fund's and the Fund's net asset value. The Fund and the Master Fund may also suffer losses if an issuer is acquired for cash or debt securities at a price that does not generate profits on the unhedged portion of a position sufficient to recover the premium paid to acquire the convertible security and any unpaid accrued interest that would be lost should conversion become necessary. Losses may result when securities are called for redemption at prices below the current market prices. Frequently, these losses will include interest accrued but not paid upon conversion of the called securities. In addition, losses may occur if an issuer declares a special dividend or spin-off which causes a reduction in the conversion premium or the Master Fund is forced to convert a security earlier than anticipated.

Trading in Indices, Financial Instruments and Currencies – The Investment Manager may engage in trading of indices, financial instruments and currencies. The effect of any governmental intervention may be particularly significant at certain times in currency and financial instrument futures and options markets. Such intervention (as well as other factors) may cause all of these markets to move rapidly in the same or varying directions which may result in sudden and significant losses.

Certain Securities Markets – Stock markets in certain countries may have a relatively low volume of trading. Securities of companies in such markets may also be less liquid and more volatile than securities of comparable companies elsewhere. There may be low levels of government regulation of stock exchanges, brokers and listed companies in certain countries. In addition settlements of trades in some markets is slow and subject to failure.

Co-Investment - The Master Fund may co-invest with one or more Co-Investment Vehicles, which may or may not be managed or advised by the Investment Manager. There can be no assurance that any Co-Investment Vehicle will agree with the Investment Manager on all matters and the Master Fund or any Co-Investment Vehicle could take actions that are disadvantageous to the other. Further, the Investment Manager may manage any Co-Investment Vehicle that is managed by it such that it enters, exits, hedges or otherwise adjusts its exposure to any one or more investments that are held by the Master Fund with different timing than the Investment Manager effects with respect to the Master Fund, to implement the differing investment policy of any such Co-Investment Vehicle, with the result that such Co-Investment Vehicle may make higher gains (or suffer lower losses) than the Master Fund with respect to any particular investment, provided however that the Investment Manager will seek

to identify and manage any conflicts that may arise from the management and operation of any Co-Investment Vehicle.

Highly Volatile Markets – The Master Fund may hold financial instruments, the prices of which may be highly volatile. Price movements of forward and other derivative contracts in which the assets of the Master Fund may be invested will be 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. The Master Fund is subject to the risk of failure of any of the exchanges on which its positions trade or of its clearing houses.

Preferred Shares – The Master Fund may invest in convertible or non-convertible preferred shares issued by companies or securitisation vehicles, which may have fixed or variable dividend rates. Preferred shares generally have a preference as to dividends and liquidation over an issuer's common shares, but rank junior to debt securities in an issuer's capital structure. Unlike interest payments on debt securities, preferred share dividends are payable only if declared by an issuer's board of directors. If a company suspends the dividends of the preferred shares there may not be a provision for the preferred shareholder to recover the lost dividends at a later date. Preferred shares may be subject to optional or mandatory redemption provisions and may be illiquid. The ability of preferred shares to generate income is dependent on the earnings and continuing declaration of dividends by the issuers of such preferred shares.

Swap Agreements – The Master Fund may enter into swap agreements. Swap agreements can be individually negotiated and structured so as to include exposure to a variety of different types of investments or market factors. Depending on their structure, swap agreements may increase or decrease the exposure of the Master Fund to long-term or short-term interest rates, currency values, corporate borrowing rates or other factors such as security prices, baskets of equity securities or inflation rates. Swap agreements can take many different forms and are known by a variety of names. The Master Fund may not be limited to any particular form of swap agreement if consistent with its investment objective and policy.

Swap agreements tend to shift the investment exposure from one type of investment to another. For example, if the Master Fund agrees to exchange payments in euro for payments in euro, the swap agreement would tend to decrease the exposure of the Master Fund to euro interest rates and increase its exposure to the euro and its interest rates. Depending on how they are used, swap agreements may increase or decrease the overall volatility of the Master Fund's portfolio. The most significant factor in the performance of swap agreements is the change in the specific interest rate, currency, individual equity value or other factors that determine the amounts of payments due to and from the Master Fund. If a swap agreement calls for payments by the Master Fund it must be prepared to make such payments when due. In addition, if a counterparty's creditworthiness declines, the value of swap agreements with such counterparty can be expected to decline, potentially resulting in losses by the Master Fund.

Credit Default Swaps - The obligation of the Master Fund directly or indirectly through other instruments and securities to make payments to credit default swap counterparties under credit default swaps and other similar instruments creates significantly leveraged exposure to potential credit events of the relevant reference entities and credits. The Master Fund may not have the right to obtain from the credit default swap counterparties, the issuer of the instrument or the trustee information in relation to the reference entities or credits or information regarding any obligation of any reference entity. The credit default swap counterparties may have no obligation to keep the issuer, the trustee or the Master Fund informed as to matters arising in relation to any reference entity, including whether or not circumstances exist under which there is a possibility of the occurrence of a credit event.

A credit default swap counterparty for a particular credit default instrument may be obliged to make a payment upon the designation of an early termination date thereunder. The Master Fund may be exposed to the credit risk of such credit default swap counterparties with respect to such payments. In the event of the insolvency of any credit default swap counterparty, the Master Fund will be treated as a general creditor of the credit default swap counterparty and will not have any claim against any reference entity. Consequently, the Master Fund will be subject to the credit risk of a credit default swap counterparty as well as that of a reference entity. As a result, credit default swaps entered into with credit default swap counterparties will subject the Master Fund to a degree of risk with respect to defaults by credit default swap counterparties as well as to the risk of defaults by the reference entities.

Following the occurrence of a credit event with respect to a reference entity (and subject to the satisfaction of any condition to payment), the Master Fund may be required to pay to the credit default swap counterparty an amount equal to the relevant settlement amount on the relevant settlement date. Certain of the reference entities and/or

reference obligations in respect of the reference entities in respect of credit default swaps contained in the particular portfolio, may be rated below investment grade (or of equivalent credit quality). Under credit default swaps where the Master Fund has sold protection by reference to any such reference entity or which includes any such reference obligation the likelihood of the Master Fund being obliged to make payment is greater.

Credit default swaps present risks in addition to those resulting from direct purchases of obligations of the reference entities. Under credit default swaps, the Master Fund will have a contractual relationship only with the relevant credit default swap counterparty, and not with any reference entity. Consequently, the credit default swaps do not constitute a purchase or other acquisition or assignment of any interest in any obligation of any reference entity. The Master Fund and / or any issuer, therefore, will have rights solely against each credit default swap counterparty in accordance with the relevant credit default swap and will have no recourse against any reference entities. None of the Master Fund, the issuer or any other entity will have any rights to acquire any interest in any obligation of any reference entity, notwithstanding the payment by an issuer or the Master Fund of a credit default swap floating amount to a credit default swap counterparty with respect to such reference entity of a credit default unless the terms of the specific credit default swap provide for a transfer of any obligation upon the occurrence of a credit event. Neither the Master Fund nor any issuer will directly benefit from any collateral supporting the obligations of the reference entity and will not have the benefit of the remedies that would normally be available to a holder of any such obligation.

There is no assurance that actual payments of any credit default swap amounts will not exceed such assumed losses. If any payments of credit default swap amounts exceed such assumed losses, payment on the respective class of notes of an issuer could be adversely affected by the occurrence of synthetic credit events.

High Risk Investments – The Master Fund may acquire assets secured by real property interests, including distressed residential mortgages, liens on high-risk collateral, or notes or pledges made by high-risk borrowers, including sub-prime and non-performing loans, trade in carbon credits and weather-related derivatives and participate in other relatively new or illiquid markets. Such assets generally carry below-investment grade credit ratings or lack credit ratings altogether. These assets and/or the loans underlying these types of assets may be in default or may have a greater than normal risk of future defaults, delinquencies, bankruptcies or fraud losses. There can be no assurance that the assets will perform, the borrowers will pay as expected or, if subject to default, that the underlying assets will be able to be foreclosed upon and liquidated in a cost effective manner. In addition to the risks of borrower default, the Master Fund will be subject to a variety of risks in connection with such debt instruments, including risks arising from mismanagement or a decline in the value of collateral, contested foreclosures, bankruptcy of the debtor, claims for lender liability, violations of usury laws and the imposition of common law or statutory restrictions on the exercise of contractual remedies by the Master Fund for defaults on such investments.

Subordination Risk – Certain debt investments acquired by the Master Fund may be unsecured and structurally or contractually subordinated to substantial amounts of senior indebtedness, all or significant portion of which may be secured. Moreover, such investments may not be protected by financial covenants or limitations upon additional indebtedness.

Loan of Portfolio Securities – The Master Fund may lend its portfolio securities. By doing so, the Master Fund attempts to increase income through the receipt of interest payments and/or fees. In the event of bankruptcy of the counterparty to such a securities loan, the Master Fund could experience delays in recovering the loaned securities. To the extent that the value of the securities lent by the Master Fund has increased, the Master Fund could experience a loss if such securities are not recovered.

Repurchase Agreements – The Master Fund may enter into repurchase and reverse repurchase agreements. When the Master Fund enters into a repurchase agreement, it "sells" securities to a broker-dealer or financial institution and agrees to repurchase such securities on a mutually agreed date for the price paid by the broker-dealer or financial institution, plus interest at a negotiated rate. In reverse repurchase transactions, the Master Fund "buys" securities from a broker-dealer or financial institution subject to the obligation of the broker-dealer or financial institution to repurchase such securities at the price paid by the Master Fund, plus interest at a negotiated rate. The use of repurchase and reverse repurchase agreements by the Master Fund involves certain risks. For example, if the seller of securities to the Master Fund under a reverse repurchase agreement defaults on its obligation to repurchase the underlying securities as a result of its bankruptcy or otherwise, the Master Fund will seek to dispose of such securities, which action could involve costs or delays. If the seller becomes insolvent and subject to liquidation or reorganisation under applicable bankruptcy or other laws, the ability of the Master Fund to dispose of the underlying securities may be restricted. It is possible in a bankruptcy or liquidation scenario that the Master

Fund may not be able to substantiate its interest in the underlying securities. In addition, if a seller defaults on its obligation to repurchase securities under a reverse repurchase agreement, the Master Fund may suffer a loss to the extent that it is forced to liquidate its position in the market and proceeds from the sale of the underlying securities are less than the repurchase prices agreed by the defaulting seller.

Position of the Fund – As a limited shareholder in the Master Fund, the Fund will be subject to the risks of the Master Fund and the foregoing risk factors are therefore equally relevant to all investors in the Fund.

CONFLICTS OF INTEREST

The following inherent or potential conflicts of interest should be considered before investing in the Company:

Other Clients – The Service Providers may act as, manager, investment manager, adviser, broker, administrator, depositary, prime broker, auditor, registered office provider, legal adviser or investor or provide other services to other clients (including funds) now or in the future. The investment objectives, policies and/or strategies of such clients may be identical, similar or different to those of the Company and the Master Company. The Service Providers may engage in other business activities and are not required to refrain from any other activity, to account for any profits from any such activity, whether as partners of additional investment companies or otherwise, or to devote all or any particular part of the time and effort of any of its partners, members, officers, directors/managers or employees to the Company or the Master Company and their affairs.

The Service Providers may additionally serve as directors/managers to, consultants to, or partners or shareholders in, other investment funds, companies and investment firms. There can be no assurance that the investment returns of the Fund and the Master Fund will be similar or identical to the investment returns of any other fund managed by the AIFM and/or the Investment Manager. Certain investments may be appropriate for the Fund and the Master Fund and also for other clients advised or managed by the AIFM and/or the Investment Manager. Investment decisions for the Fund and the Master Fund and for such other clients are made with a view to achieving their respective investment objectives and after consideration of factors such as, for example, their current holdings, the current investment views of the different portfolio managers of the Investment Manager, availability of cash for investment and the size of their positions generally. Frequently, a particular investment may be bought or sold for only the Fund and the Master Fund or only one client or, in different amounts and at different times, for more than one but less than all clients, including the Fund and the Master Fund. Likewise, a particular investment may be bought for the Fund and the Master Fund or one or more clients when one or more other clients are selling the same security. In addition, purchases or sales of the same investment may be made for two or more clients, including the Fund and the Master Fund, on the same date and mirror portfolios may be operated for other clients. In such circumstances or in other similar circumstances, such transactions will be allocated among the Fund and the Master Fund and clients in a manner believed by the General Partner, the AIFM and/or the Investment Manager to be equitable to each and in accordance with the Investment Manager's allocation policy in place from time to time. Purchase and sale orders for the Fund and the Master Fund may be combined with those of other clients of the General Partner, the AIFM and/or the Investment Manager. In effecting transactions, it may not always be possible, or consistent with the possibly differing investment objectives of the various clients and of the Fund and the Master Fund, to take or liquidate the same investment positions at the same time or at the same prices. The AIFM and/or the Investment Manager may manage other accounts or funds to which structured products are linked and in doing so it may take or be required to take actions which impact adversely upon the valuation of the Fund and the Master Fund. In effecting transactions for the Fund and/or the Master Fund, the AIFM and/or the Investment Manager may, in its absolute discretion, deal with the Fund or the Master Fund as principal or agent.

Interested Party Transactions – The Service Providers, any of their directors/managers, officers, employees, secondees agents and Connected Persons and the General Partner and any person or company with whom they are affiliated or by whom they are employed (each an "**Interested Party**") may be involved in other financial, investment or other professional activities which may cause conflicts of interest with the Fund and/or the Master Fund. In particular, Interested Parties may provide services similar to those provided to the Fund and/or the Master Fund to other entities and will not be liable to account for any profit earned from any such services. For example, an Interested Party may acquire investments (on behalf of clients) in which the Master Fund may invest. However, where the Investment Manager could (a) allocate an investment between two or more funds or accounts which it manages (including the Master Fund); or (b) make a disposal of investments held by two or more such funds or accounts, it will act fairly as between the relevant funds or accounts in making such allocation or disposal, having regard to, *inter alia*, factors such as cash availability and portfolio balance.

The Master Fund may acquire securities from or dispose of securities to any Interested Party or any investment fund or account advised or managed by any such person. An Interested Party may provide professional services to the Fund and/or the Master Fund (but no Interested Party will act as auditor to the Fund or the Master Fund) or hold Shares and buy, hold and deal in any investments for its own accounts notwithstanding that similar investments may be held by the Master Fund. An Interested Party may contract or enter into any financial or other transaction with any shareholder or with any entity any of whose securities are held by or for the account of the Master Fund or may be interested in any such contract or transaction. Any Interested Party may receive commissions to which such Interested Party is contractually entitled in relation to any sale or purchase of any

investments of the Master Fund effected by it for the account of the Master Fund, if in each case the terms are no less beneficial to the Master Fund than a transaction involving a disinterested party and any commission is in line with market practice.

Furthermore, the Fund, the Master Fund and the Investment Manager may enter into side letters with Limited Shareholders in the Fund as described under "*General Information; Preferential Treatment of Investors*" which may create a conflict of interest. Investors should also take note of the information provided under "*General Information; Managers' Interests*". In the event of a conflict of interest arising, the Managers will endeavour to ensure that it is resolved fairly.

Co-Investment Opportunities – The Investment Manager may, from time to time, identify opportunities it deems attractive to acquire investments exceeding the amount it believes is appropriate for the Master Fund to acquire or in circumstances where the liquidity profile does not match the liquid nature of the Master Fund. In such circumstances, one or more Limited Shareholders may be offered an opportunity to participate, at the sole discretion of the Investment Manager, in such investment alongside the Master Fund or outside the Master Fund if the investment is not eligible for investment by the Master Fund. The allocation of an investment opportunity between co-investment partners shall be in the sole discretion of the Investment Manager. The Investment Manager may enter into side letters governing the allocation of co-investment opportunities. Such considerations may result in allocations of co-investment opportunities other than on a *pari passu* basis. The Investment Manager will not be required to arrange for co-investment opportunities and no Limited Shareholder is required to participate in any such opportunity. Wherever possible or reasonable, the Master Fund and co-investors will bear their *pari passu* share of the fees and expenses associated with a co-investment. However, there may be circumstances in which the Master Fund bears more than its proportionate share of such fees and expenses.