



HANSA FUND PCC LIMITED

(an authorised Class B open-ended collective investment scheme
incorporated in Guernsey as a protected cell company)

OFFERING MEMORANDUM

PRIVATE AND CONFIDENTIAL

THE MANAGER AND DIRECTORS OF THE COMPANY, WHOSE NAMES APPEAR HEREIN, ACCEPT RESPONSIBILITY FOR THE INFORMATION CONTAINED IN THIS DOCUMENT, TO THE BEST OF THE KNOWLEDGE AND BELIEF OF THE DIRECTORS, WHO HAVE TAKEN ALL REASONABLE CARE TO ENSURE THAT SUCH IS THE CASE, THE INFORMATION CONTAINED IN THIS DOCUMENT IS IN ACCORDANCE WITH THE FACTS AND DOES NOT OMIT ANYTHING LIKELY TO AFFECT THE IMPORT OF SUCH INFORMATION.

THE COMPANY IS AN AUTHORISED CLASS B - OPEN-ENDED COLLECTIVE INVESTMENT SCHEME INCORPORATED IN GUERNSEY AS A PROTECTED CELL COMPANY, WITH TWO CELLS:

HANSA GLOBAL EQUITY FUND; AND
HANSA HARBOUR FUND,

DETAILS OF WHICH APPEAR IN THIS DOCUMENT AND THE RESPECTIVE SUPPLEMENTS TO IT.

NO APPLICATION HAS BEEN MADE FOR THE SHARES TO BE LISTED ON ANY STOCK EXCHANGE.

As a matter of Guernsey law, provided that the conditions laid down in the Companies Law are complied with, assets attributable to each cell of the Company shall only be available to creditors in respect of that cell and the assets of that cell shall be protected from creditors of the Company who are not creditors in respect of that cell.

Shares in each Fund are offered on the basis of the information and representations contained in this document and any further information given or representations made by any person may not be relied upon as being authorised by the Company or its Directors. Neither the delivery of this document nor the offer, issue or sale of Shares shall, under any circumstances, constitute a representation that the information given herein is correct as of any time subsequent to the date hereof. Nothing contained herein is or shall be relied upon as a promise or representation as to the future.

The circulation and distribution of this document in certain jurisdictions may be restricted and, accordingly those persons into whose possession this document comes are required by the Company to inform themselves about and, when appropriate, to observe any such restrictions.

This document does not constitute an offer or solicitation to anyone 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.

Distribution of this document is not authorised in any jurisdiction unless accompanied by the Company's most recent annual report and financial statements and a copy of the latest unaudited half-yearly report. Such reports and financial statements and this document together form the scheme particulars for the issue of Shares.

Persons interested in subscribing for Shares should inform themselves as to:-

- (i) the applicable laws and regulations within the countries of their nationality, residence, ordinary residence or domicile relating to such acquisition;
- (ii) any foreign exchange or exchange control restrictions to which they might be subject on the acquisition, transfer or disposal of Shares; and
- (iii) all tax and other fiscal consequences of the acquisition, ownership, transfer or disposal of Shares.

The Company has been authorised by the Guernsey Financial Services Commission ("GFSC") as an authorised Class B open-ended Collective Investment Scheme. In giving this authorisation, the Commission does not vouch for the financial soundness of the Company or for the correctness of any of the statements made or opinions expressed with regard to it.

Investors in the Company are not eligible for the payment of any compensation under the Collective Investment Schemes (Compensation of Investors) Rules 1988 made under the Protection of Investors (Bailiwick of Guernsey) Law, 2020.

The Company is an unregulated collective investment scheme in the United Kingdom ("UK"). The promotion of Shares in any of the Funds in the UK is restricted by Section 238 of the Financial Services and Markets Act 2000. Shares may not be offered or sold by an authorised person in the United Kingdom by means of this document other than to 1) persons permitted to receive this document under The Financial Services and Markets Act 2000 (Promotion of Collective Investment Schemes) (Exemptions) Order 2001; and 2) persons to whom a promotion for an unregulated collective investment scheme can be communicated in accordance with Chapter 4.12 of the Financial Conduct Authority's Conduct of Business Sourcebook. Restrictions also apply to such offer or sale in the United Kingdom by an

unauthorised person by virtue of the Financial Services and Markets Act 2000 (Financial Promotions) Order 2005 and Chapter 4 of the Financial Conduct Authority's Conduct of Business Sourcebook. Except as described above, no document, including this document, issued in connection with Shares in any Fund may be issued or passed on in the United Kingdom to any person.

The Company is not licensed by the Swiss Federal Banking Commission as a foreign investment fund. Shares may only be distributed in Switzerland to the extent Swiss investment fund regulation permits such distribution without a business licence. Shares may only be sold (a) to institutional investors (as defined in the applicable regulation) on the basis of a nonpublic offering and (b) to investors who have solicited the purchase of Shares on their own. Any distribution contrary to Swiss investment fund regulation is expressly prohibited. This document may not be distributed to any person not authorised to receive such document under the applicable regulation.

The Shares have not been registered under the United States Securities Act of 1933 (as amended) and, except in a transaction which does not violate the United States securities laws, may not be directly or indirectly offered or sold in the United States of America (including the States and the District of Columbia), its possessions, its territories and all areas subject to its jurisdiction, or to or for the benefit of U.S. Persons. Neither the Company nor any of the Funds will be registered under the United States Investment Company Act of 1940, as amended, and investors will not be entitled to the benefits of that Act.

Each of the Funds is an alternative investment fund for the purpose of the E.U. Alternative Investment Fund Managers Directive (Directive 2011/61/EU) ("AIFMD"). The Manager, whose registered office is situated in Guernsey, is the investment manager of the Funds. The Manager acts in accordance with local regulation. The Manager does not have a registered office or place of business in a member state of the European Economic Area ("EEA") and is the non EEA alternative investment fund manager of the Funds for the purposes of the AIFMD. The 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, save where (a) expressly permitted under the laws of an EEA member state implementing Article 42 of the AIFMD or (b) they can otherwise be lawfully offered or sold (including at the initiative of investors).

No application has been made for the Shares to be listed on any stock exchange.

This document is sent to each recipient on the strict understanding that he will not further distribute any copy of it, or communicate the invitation or any information contained in it, in any way or in any jurisdiction in which such distribution or communication is not authorised by law. Every person into whose possession this document may come is required by the Company and Manager to inform himself about and to observe any relevant restrictions in any jurisdiction on the distribution of this document.

The statements made in this document are based upon the laws as enacted of, and practices in force in, Guernsey, England, Switzerland, the European Union and the United States of America at the date hereof and are subject to changes thereto.

In the case of conflict or inconsistency between statements in this Offering Memorandum and the relevant Supplement, the Supplement will, as to that Fund, supersede the Offering Memorandum as to that conflict.

Revised September 2024

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DIRECTORY

DIRECTORS

Susan Norman
Wayne Bulpitt CBE
Simon Livesey

REGISTERED OFFICE OF THE COMPANY

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INVESTMENT ADVISER

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W1J 7UW

MANAGER

Hanseatic Asset Management LBG
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Lefebvre Street
St Peter Port
Guernsey GY1 2JP

ADMINISTRATOR, SECRETARY AND REGISTRAR

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St Peter Port
Guernsey
GY1 4EU

CUSTODIAN AND BANKER

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AUDITOR

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DEFINITIONS

In this document the following expressions have (unless the context otherwise requires) the following meanings:-

"AIFMD"	the Alternative Investment Fund Managers Directive (2011/61/EU);
"AML/CFT"	means anti-money laundering and countering the financing of terrorism;
"Articles"	the Articles of Incorporation of the Company;
"Benchmark Return"	as set out in the relevant Supplement for each Fund;
"Business Day"	any day on which banks are normally open for business in Guernsey (excluding Saturdays and Sundays);
"Class B Rules"	The Authorised Collective Investment Schemes (Class B) Rules and Guidance, 2021, as amended or replaced from time to time;
"Company"	Hansa Fund PCC Limited;
"Companies Law"	The Companies (Guernsey) Law, 2008 (as amended);
"Custodian"	Butterfield Bank (Guernsey) Limited;
"Data Protection Legislation"	means the General Data Protection Regulation (EU) 2016/679 (the " GDPR ") (together with laws implementing or supplementing the GDPR, in each case as amended or superseded from time to time) and the Data Protection (Bailiwick of Guernsey) Law, 2017 (the " DP Law ") (as amended or superseded from time to time) and any secondary legislation made under the DP Law;
"Dealing Day"	as set out in the relevant Supplement for each Fund;
"Directors"	the Directors of the Company;
"EU Investor"	means an investor who is domiciled, or with a registered office, in a Member State;
"FATCA"	The Foreign Account Tax Compliance Act of the United States of America;
"Fund"	each of Hansa Global Equity Fund and Hansa Harbour Fund, being the cells formed by the Company and details of which can be found in the relevant Supplements to this document;
"High Water Mark"	as set out in the relevant Supplement for each Fund;
"Investment Adviser"	Hansa Capital Partners LLP, a limited liability partnership regulated by the Financial Conduct Authority;
"Management Shares"	100 voting shares of US\$1 each par value in the Company having the rights set out in Appendix 1;

"Manager"	Hanseatic Asset Management LBG, a company limited by guarantee incorporated and licensed in Guernsey;
"Member State"	means a member state of the European Union and/or the European Economic Area;
"Net Asset Value"	the net asset value of the Shares of each Fund, calculated as described in this document;
"Prohibited Person"	any person, as determined by the Directors, to whom a sale or transfer of Shares would be in breach of the laws or requirements of any jurisdiction or governmental authority or in circumstances (whether taken alone or in conjunction with other persons or any other circumstances appearing to the Directors to be relevant) which, in the opinion of the Directors, might result in the Company and/or its Shareholders as a whole incurring any liability to taxation or suffering any other regulatory, pecuniary, legal or material administrative disadvantage that the Company might not otherwise have suffered or incurred, and for this purpose U.S. Persons, without the consent of the Directors, are Prohibited Persons;
"Shareholders"	holders of the Shares;
"Supplement"	any supplement to this document issued in respect of a Fund, as amended or replaced from time to time;
"Shares"	participating redeemable preference shares with limited voting rights of US\$ 0.01 each par value in each Fund issued by the Company and having the rights set out in Appendix 1;
"U.S. Person"	the meaning set out on page 24;
"Valuation Point"	as set out in the relevant Supplement for each Fund.

References in this document to "\$", "US\$", "US dollars" and "cents" are to the lawful currency of the United States of America, references to "£" are to pounds sterling of the United Kingdom and references to € are to the Euro currency.

KEY FEATURES

The following should be read in conjunction with the full text of this document and the relevant Supplement for the Fund in which you wish to subscribe.

HANSA FUND PCC LIMITED

The Company is an authorised Class B open-ended collective investment scheme incorporated in Guernsey as a protected cell company, with two cells, Hansa Global Equity Fund and Hansa Harbour Fund of which details appear in this document and the respective Supplements to it. Additional cells may be created from time to time with different investment objectives and on different terms. As a matter of Guernsey law, the cell structure permits the segregation and protection of the assets of a cell (and therefore each Fund) from other liabilities of the Company and any other cells. The Company was incorporated under the laws of Guernsey on 4 August 1998 with registered number 34312. The principal object of the Company (which is set out in clause 3 of its Memorandum of Incorporation) is to act as an investment holding company.

The Company is offering, through this document and the Supplements, Shares in each of the Funds at the applicable Net Asset Value per Share on each Dealing Day.

INVESTMENT OBJECTIVE

The investment objective of each Fund is set out in relevant Supplement to this document.

INVESTMENT POLICY

The investment policy of each Fund is set out in the relevant Supplement to this document.

DIRECTORS OF THE COMPANY

The Directors of the Company are Susan Norman, Wayne Bulpitt CBE, and Simon Livesey.

MANAGER

Hanseatic Asset Management LBG, a Guernsey company, has been appointed as the Manager to manage each Fund's assets. The Manager will be responsible for each Fund's investment decisions, risk management and portfolio management, taking into account advice from its Investment Adviser.

The Manager is an above-threshold non-EU alternative investment fund manager under the AIFMD (and under the UK's equivalent regime). The Manager has notified the Financial Conduct Authority in the UK of the intention to market Shares in each of the Funds to investors in the UK.

The Manager holds 100 Management Shares of the Company, 13,044.49 Participating Redeemable Preference shares in Hansa Fund PCC Limited Hansa Global Equity Fund and 18,733.24 Participating Redeemable Preference shares in Hansa Fund PCC Limited Hansa Harbour Fund.

INVESTMENT ADVISER

Hansa Capital Partners LLP has been appointed as Investment Adviser to advise the Manager on the selection of investments and to implement the Manager's investment strategy in respect of each Fund. The Investment Adviser has no beneficial interest in the Shares of any Fund.

ADMINISTRATOR

JTC Fund Solutions (Guernsey) Limited has been appointed as Administrator of the Company to provide administrative services to the Company and to act as Secretary to the Company. In addition, the Company has appointed the Administrator as its Registrar and Paying Agent.

The Administrator has no beneficial interest in the Shares of any Fund.

CUSTODIAN

Butterfield Bank (Guernsey) Limited has been appointed as custodian of the assets of the Company and each Fund and also acts as banker to the Company and each Fund.

The Custodian has no beneficial interest in the Shares of any Fund.

MINIMUM INVESTMENT

The minimum subscription by each investor in any Fund is US\$100,000 and the minimum additional subscription in any Fund is US\$25,000 (unless otherwise agreed by the Manager).

SUBSCRIPTIONS

Shares in any Fund may be purchased on each Dealing Day for that Fund at prices equal to the relevant Net Asset Value per Share or, in the case of the first Dealing Day of any Fund, the initial subscription price determined by the Directors and set out in the relevant Supplement.

REDEMPTIONS

Shares in any Fund may be redeemed on any Dealing Day for that Fund at prices equal to the relevant Net Asset Value per Share following written notice to be received by the Manager no later than (unless otherwise agreed by the Directors) the deadline for redemption requests set out in the relevant Supplement to this document.

On any given Dealing Day, no Fund can (unless the Directors and the Manager agree) redeem more than 10% of its Shares, and any Fund receiving redemption requests in excess of this amount will carry forward those excess requests to the next Dealing Day. For the avoidance of doubt, where redemption requests or portions of redemption requests are carried forward to the next Dealing Day, the 10% limit will carry forward to that Dealing Day.

SUBSCRIPTION AND REDEMPTION CHARGES

Details of any initial or redemption charges to be levied by the Company or the Manager in respect of any Fund will be set out in the relevant Supplement to this document.

DISTRIBUTION POLICY

It is intended that the Funds will distribute substantially all of their net income (if any) by way of an annual dividend.

FEES AND EXPENSES

Details of the fees and expenses payable by each Fund are set out in the relevant Supplement to this document.

TAX STATUS

The Company is exempt from taxation in Guernsey on its activities. Persons interested in purchasing Shares in any Fund should inform themselves as to the tax consequences, if any, of such purchase in their respective countries.

BASE CURRENCY

The base currency of the Company will be US dollars and the financial statements will be reported in that currency. The base currency of each Fund is specified in the relevant Supplement to this document.

ACCOUNTING DATE AND REPORTS

The Company's annual accounting date will be the last day in December.

Investors will receive from the Company annual audited financial statements and half-yearly unaudited reports in relation to the Company and its Fund(s) within three months of each period end.

PUBLICATION OF NET ASSET VALUE

The latest monthly Net Asset Value for Shares in each Fund will be available on request from the Manager and from its website, (www.hansafund.com) provided that you are either a Shareholder with a unique access code or you have been given general access to the site.

RISK FACTORS

There can be no assurance that the primary objectives of the Company and each Fund will be achieved.

Investment in the Company and any Fund is only suitable for sophisticated investors who understand the risks involved, which are described in greater detail on page 28 of this document and in each Supplement to this document as applicable.

THE ALTERNATIVE INVESTMENT FUND MANAGERS DIRECTIVE AND THE UNITED KINGDOM'S WITHDRAWAL FROM THE EUROPEAN UNION

The AIFMD seeks to regulate managers of alternative investment funds ("AIFs"). It imposes obligations on managers ("AIFMs") who manage AIFs in a Member State, or who market shares in AIFs to investors who are domiciled, or with a registered office, in a Member State.

In order to obtain authorisation under the AIFMD, an AIFM must comply with various organisational, operational and transparency requirements, which may create significant additional compliance costs, some of which may be passed to investors in the AIF.

The Directors have decided that the Shares will be marketed to investors in the UK in accordance with the UK's equivalent of Article 42 of the AIFMD following Brexit. For present purposes, the UK's domestic implementation of AIFMD has continued notwithstanding Brexit and as such compliance with that domestic implementation of AIFMD remains relevant. The Directors have determined that the Manager shall be the AIFM of each of the Funds for the purposes of the AIFMD as the Manager has responsibility for each Fund's risk management and portfolio management.

The AIFMD currently allows the continued marketing of AIFs that are not authorised or registered, or have a registered office, in a Member State ("Non-EU AIFs"), such as the Funds, by the AIFM, or its agent, under the national private placement regimes ("NPP Regimes") in those Member States that have a NPP Regime under Article 42 of the AIFMD. In relation to the Funds, such marketing is subject to the requirements that (i) the AIFM complies with Article 22 (annual reports), Article 23 (disclosures to investors) and Article 24 (reporting obligations to supervisory authorities) of the AIFMD in respect of each Fund, (ii) appropriate co-operation agreements are in place between the supervisory authorities of the Member State in which Shares are marketed to EU investors and the GFSC, and (iii) Guernsey is not listed as a Non-Cooperative Country and Territory by the Financial Action Task Force. As at the date of this Offering Memorandum, the GFSC has entered into co-operation agreements with the supervisory authorities of 26 Member States' as well as authorities from Croatia, Iceland, Liechtenstein and Norway. The GFSC has also entered into a co-operation agreement with the Financial Conduct Authority in the UK (the "FCA"). The ability of the Manager to market the Shares, or raise further equity capital, in any Member States whose supervisory authorities have not entered into co-operation agreements with the GFSC may be limited.

The Manager intends to market Shares in the Funds in accordance with Article 42 of the AIFMD and Regulation 59 of the Alternative Investment Fund Managers Regulations 2013 of the UK (the "UK AIFM Regulations"). In particular, Regulation 59 of the UK AIFM Regulations requires the Manager to submit a written notification to the FCA before marketing Shares to investors in the UK. The Manager has submitted such a notification.

The AIFMD provides a "Passport Regime", which should enable AIFMs that do not have their registered office in a European Economic Area ("EEA") State ("Non-EU AIFMs") to manage and market AIFs across all EEA States on a single authorisation. Non-EU AIFMs that wish to benefit from the Passport Regime once it has been made available to Non-EU AIFMs will be required to be authorised under the AIFMD in the AIFM's EEA State of Reference (in respect of the Company and each of the Funds, the EEA State in which the Shares are marketed). The European Securities and Markets Authority has published its advice that no obstacles exist to the extension of the Passport Regime to Guernsey. The Passport Regime has not been activated as at the date of this Offering Memorandum and accordingly cross-border management and marketing of AIFs will instead be subject to varying national rules in the UK and in EU Member States, including those under National Private Placement Regimes.

On 21 January 2020, the UK ceased to be a Member State of the European Union, and on 31 December 2020, the transition period with respect to the UK's departure from the European Union ended. Accordingly, the UK has ceased to be treated as a Member State of the European Union and is no longer directly subject to EU law, including the AIFMD and the Passport Regime. However, the Alternative Investment Fund Managers (Amendment etc.) (EU Exit) Regulations 2019 (SI 2019/328) has amended the UK AIFM Regulations (and other relevant EU laws which were retained by the UK pursuant to the European Union (Withdrawal) Act 2018) to address gaps and deficiencies arising from the withdrawal of the UK from the European Union. This together with the handbook of rules and guidance made by the United Kingdom Financial Conduct Authority forms the basis of the UK's AIFM regime and informs the application of the AIFMD despite the UK not being treated as a Member State of the European Union. The UK's AIFMD regime has generally maintained the rules set out in AIFMD as implemented at the end of the transition period, and as at the date of this Offering Memorandum, modifications to the regime have generally been limited to those required to ensure its effective operation now that the UK is not an EU Member State.

The UK AIFM regime may require further modifications as the UK settles into its new independent status and accordingly the rules on the managing and marketing of funds in the UK, the EU and other jurisdictions (such as Guernsey) may change and the contents of this Offering Memorandum may be subject to change. Further this process and/or the uncertainty associated with it may, at any stage, adversely affect the Funds and their investments and/or the Manager and the Investment Advisor. There may be detrimental implications for the value of the Funds' investments and/or their ability to implement their respective investment programmes. This may be due to, among other things:

- increased uncertainty and volatility in UK, EU and other financial markets;
- fluctuations in asset values;
- fluctuations in exchange rates;
- increased illiquidity of investments located, listed or traded within the UK, the EU or elsewhere;
- changes in the willingness or ability of financial and other counterparties to enter into transactions, or the price at which and terms on which they are prepared to transact; and/or
- changes in legal and regulatory regimes to which the Funds, the Company, the Manager, the Investment Advisor, certain of the Funds' assets and/or service providers are or become subject.

Any regulatory changes that arise from the implementation of the AIFMD (or otherwise) that limit the Manager's ability to market the Shares could have a material adverse effect on the ability of the Company and/or the Funds to carry out their respective investment policies successfully and to achieve their investment objectives, which in turn may affect the Funds' financial position, results of operations, business prospects, the respective Net Asset Values, the market price of Shares and/or returns to Shareholders.

MANAGEMENT AND ORGANISATION

THE BOARD OF DIRECTORS

Under the Articles, the power to manage the business of the Company is vested in the Directors who have delegated day-to-day management to the Manager as described below. The Directors retain ultimate responsibility for monitoring and supervising the operation of the Company and for communications with Shareholders, including the reports and financial statements. They will also be responsible for the resolution of any conflicts of interest and agreement to any change in the investment policy of any Fund proposed by the Manager. The Directors will be able to monitor the affairs of each Fund through regular meetings, backed up by periodic reports from the Manager and the Investment Adviser. A contract for services with the company is in place for each of the serving Directors.

The following are the Directors of the Company:-

Susan Norman has over 25 years of boardroom experience formerly in company secretarial roles and most recently through non-executive director roles across a wide range of companies in multiple jurisdictions. She is currently an independent non-executive director of a number of Guernsey-based private equity vehicles, a venture capital fund, a real estate investment company, an AIM-listed investment company, an impact investment vehicle and other open-ended collective investment schemes. She started her career within the private banking and fund of hedge funds sectors, working with Kleinwort Benson (Guernsey) Limited and then FRM Investment Management Limited. Since 2009, she has run her own consultancy business providing company secretarial, governance and independent directorship services to a broad range of clients.

Wayne Bulpitt CBE is Managing Director of Hanseatic Asset Management LBG. He was formerly Head of Offshore Investment Services for Canadian Imperial Bank of Commerce, Global Private Banking & Trust division (1998-2001) and Managing Director of CIBC Fund Managers (Guernsey) Limited (1992-1998).

Simon Livesey is Non Executive Director returned to Guernsey in August 2017. He worked in the City of London for 27 years and was previously a Managing Director of Citigroup Inc where he was instrumental in building out the global Emerging Markets franchise through various front office sales roles. Prior to this he was a Senior Director at NatWest Markets. He is currently on the board of Polygon Group Guernsey and consults for a number of other businesses. He has extensive experience in financial markets as a result of covering real money and hedge fund managers in London, Europe and the U.S.

THE MANAGER

Subject to the overall control of the Directors, the Company and each Fund will be managed in Guernsey by Hanseatic Asset Management LBG, a company incorporated in Guernsey on 4 August 1998. The registered office of the Manager is 2nd Floor Floor, Lefebvre Place, Lefebvre Street, St Peter Port, Guernsey GY1 2JP. The directors of the Manager are Wayne Bulpitt CBE (Guernsey), Chris Russell (Guernsey), William Salomon (UK), William Scott (Guernsey) and Christopher Townsend (Switzerland).

Chris Russell is a non-executive director of investment and financial companies in the UK, Guernsey and Hong Kong. These include the UK Association of Investment Companies, F&C Commercial Property Trust Ltd (Chairman) and other companies listed on the London Stock Exchange. He is also an associate of the financial research boutique, GaveKal. Chris was formerly a director of Gartmore Investment Management Plc, where he was Head of Gartmore's businesses in the US and Japan, and before that was a holding board director of the Jardine Fleming Group in Asia. Chris is a Fellow of the UK Society of Investment Professionals and a Fellow of the Institute of Chartered Accountants in England & Wales.

William Salomon has extensive knowledge of all aspects of private client business both on and off-shore. He was responsible for developing Finsbury Asset Management and the Finsbury range of funds based on the concept of early recognition of key investment trends, such as life sciences and technology, and appointing specialist managers until taken over in 1995 by Rea Brothers Group, the family's bank of which he eventually became Chairman. In 1999 Rea Brothers Group was taken over by Close Brothers Group when he was appointed Deputy Chairman of the investment division. He has served on the board of a number of investment and trading companies. He is the senior partner of Hansa Capital Partners LLP, Deputy Chairman of Ocean Wilsons Holdings Limited and its listed subsidiary Wilson Sons Limited and a Director of Hansa Trust PLC.

William Scott is an independent non-executive director of a number of investment companies and funds. After being Assistant Investment Manager with the London Residuary Body Superannuation Scheme, Mr Scott joined Rea Brothers, a private banking group in 1989. From 1997 he was director in charge of the group's Guernsey-based offshore international investment management activities until 2002. Rea Brothers became part of the Close Brothers group in 1999 and during that period he was also a director of Close Bank Guernsey Limited. From 2003 to 2004 he was Senior Vice President with FRM Investment Management Limited in Guernsey. He is a Chartered Accountant, holds the Securities Institute Diploma and is a Chartered Fellow of the Chartered Institute for Securities & Investment.

Christopher Townsend is an Investment Director at Hansa Capital Partners LLP and a Non-Executive Director of Ocean Wilsons Holdings Limited. He is a qualified solicitor, has an MA from Peterhouse, Cambridge and was awarded an MBA from London Business School. He previously worked as a principal in the investment team at Collier Capital Limited and Sum International Group in London and as a Solicitor at Ashurst Morris Crisp.

The Manager will invest the assets of each Fund taking account of advice from the Investment Adviser.

Under the terms of a Management Agreement dated 12 August 1998, as amended and restated by an agreement dated 27 June 2016, the Manager is responsible for the day-to-day management of the Company including the acquisition and realisation of assets of each Fund, the operation of portfolio and risk management controls, the distribution, issue and redemption of Shares and the provision of accounting and administrative services. The Manager has power to delegate its responsibilities, in whole or in part, subject to supervising its delegates or agents.

The Manager has agreed that it shall act as the Company's AIFM for the purposes of the AIFMD. The Manager has submitted a written notification to the FCA that it intends to market the Shares to Investors in the UK.

The appointment of the Manager can be terminated by either party upon not less than one year's prior written notice or earlier upon default by either party.

The Management Agreement provides that the Manager shall not be liable to the Company or its Shareholders for any error of judgement or for any loss suffered by the Company or its Shareholders in connection with its services in the absence of negligence, wilful default, fraud, or dishonesty in the performance or non-performance of its obligations or duties. The Management Agreement contains provisions for the indemnification of the Manager by the Company against liabilities to third parties arising in connection with the performance of its services, except under certain circumstances. The Management Agreement also contains provisions for the indemnification of the Company by the Manager in certain circumstances.

The Manager may buy, hold and sell Shares without liability to account to the Company or Shareholders for any resulting profit.

The Manager has net assets and professional indemnity insurance which meet the requirements of the financial resources requirements and the liquidity requirements under The Licensees (Capital Adequacy) Rules and Guidance, 2021 in Guernsey.

THE INVESTMENT ADVISER

The Manager has appointed Hansa Capital Partners LLP as Investment Adviser to provide investment advice to assist in managing the investments of each Fund according to the Fund's respective investment objective.

The Investment Adviser is established as a limited liability partnership under English law and its registered office is at 50 Curzon Street, London W1J 7UW. Hansa Capital Limited, a wholly-owned subsidiary of the Manager, is the Capital Partner and Controller of Hansa Capital Partners LLP which is engaged in the business of providing investment management and advisory services.

The Investment Adviser performs its services pursuant to an Investment Advisory Agreement dated 1 March 2004 and a Novation Agreement dated 16 March 2005 between the Manager and the Investment Adviser. The Investment Adviser evaluates the allocation of each Fund's assets. The Investment Adviser monitors investments made by the Manager on behalf of each Fund and may recommend changes to the portfolio in the light of changing market conditions.

The appointment of the Investment Adviser can be terminated by either the Manager or the Investment Adviser upon not less than 3 months' prior written notice or earlier upon default by either party.

The Investment Advisory Agreement provides that the Investment Adviser shall not be liable to the Company, the Shareholders or the Manager for any error of judgement or for any loss suffered by the Company, the Shareholders or the Manager in connection with its services in the absence of negligence, wilful default, fraud or dishonesty in the performance or non-performance of its obligations or duties. The Investment Advisory Agreement contains provisions for the indemnification of the Investment Adviser by the Manager against liabilities to third parties arising in connection with the performance of its services, except under certain circumstances. Further information relating to the Investment Adviser can be found on the group website (www.hansagrp.com).

THE ADMINISTRATOR

JTC Fund Solutions (Guernsey) Limited is the appointed Administrator of the Company and each Fund.

The Administrator is a Guernsey incorporated body corporate with limited liability and is licensed by the GFSC under the provisions of the Protection of Investors (Bailiwick of Guernsey) Law, 2020 to conduct certain restricted activities in relation to controlled investment business. The Administrator's registered office is Ground Floor, Dorey Court, Admiral Park, St Peter Port, Guernsey, GY1 2HT and its ultimate holding company is JTC Plc a company incorporated in Jersey and listed on the London Stock Exchange.

Under the terms of an Administration Agreement dated 01 January 2003 between the Manager, the Administrator and the Company, as amended and restated on 27 June 2016, the Administrator is responsible, inter alia, for processing subscriptions for, and redemptions of, Shares, preparing valuations of each Fund, calculating issue and redemption prices and maintaining the accounts and records of the Company and each Fund. The Administrator also acts as Secretary and Registrar to the Company and is responsible for preparing returns to comply with Guernsey law.

The appointment of the Administrator can be terminated by the Manager (with the consent of the Company) or the Administrator upon not less than 3 months' prior written notice or earlier upon default by either party. The Administration Agreement provides that the Administrator

shall not be liable to the Company, the Shareholders or the Manager for any error of judgement or for any loss suffered by the Company or the Shareholders in connection with its services in the absence of negligence, wilful default or fraud in the performance or non-performance of its obligations or duties. The Administration Agreement contains provisions for the indemnification of the Administrator by the Company against liabilities to third parties arising in connection with the performance of its services, except under certain circumstances.

THE CUSTODIAN

Butterfield Bank (Guernsey) Limited has been appointed to act as Custodian of the assets of the Company and each Fund and to act as its banker.

Butterfield Bank (Guernsey) Limited was incorporated in Guernsey on 26 July 1989 and is licensed under the Protection of Investors (Bailiwick of Guernsey) Law, 2020 to conduct restricted investment activities. The Custodian's registered office is P O Box 25, Regency Court, Glatigny Esplanade, St Peter Port, Guernsey GY1 3AP and the ultimate parent of Butterfield Bank (Guernsey) Limited is The Bank of N.T. Butterfield & Son of Hamilton, Bermuda.

Under the terms of a Custodian Agreement dated 12 August 1998, the Novation Agreement dated 11 February 2002 and the side letter dated 27 June 2016 (between the Company and the Custodian), the Custodian is responsible, inter alia, for the supervision of the safe custody of the Company's and each Fund's investments. The Custodian has power to delegate its responsibilities, in whole or in part, and may appoint sub-custodians to hold documents of title on its behalf. The Custodian will exercise reasonable skill, care and diligence in the selection of suitable sub-custodians and will satisfy itself as to the adequacy of the sub-custodial arrangements and the suitability of the sub-custodians at the outset and on a continuing basis. The Custodian will maintain an appropriate level of supervision over sub-custodians and will make appropriate enquiries periodically to confirm that the obligations of the Custodian continue to be competently discharged. The Custodian Agreement provides that, subject to making (and repeating at reasonable intervals) reasonable enquiries and being satisfied that any sub-custodians appointed by it are, and remain, fit and proper persons and that arrangements have been (and continue to be made) to protect the rights of the Custodian in priority to other creditors, it is not responsible for the acts or omissions of such sub-custodians. In the absence of negligence, wilful default, fraud or dishonesty the Custodian accepts no responsibility to the Company or any Fund or any party whatsoever for any losses incurred by any Fund in the event that such losses arise in connection with the appointment of any sub-custodian (including default by any counterparty of such sub-custodian), save that such losses are recoverable by the Custodian from the sub-custodian.

The appointment of the Custodian can be terminated by the Company or the Custodian (subject to the appointment of a replacement) upon not less than 3 months' prior written notice or earlier upon default by any party.

The Custodian Agreement provides that the Custodian shall not be liable to the Company, any Fund, the Shareholders or the Manager for any error of judgement or for any loss suffered by the Company, any Fund, the Shareholders or the Manager in connection with its services in the absence of negligence, wilful default, fraud, or dishonesty in the performance or nonperformance of its obligations or duties. The Custodian Agreement contains provisions for the indemnification of the Custodian by the Company against liabilities to third parties arising in connection with the performance of its services, except under certain circumstances. The Custodian Agreement also contains provisions for the indemnification of the Company by the Custodian in certain circumstances.

AUDITOR AND ACCOUNTS

The auditor of the Company is RSM CI (Audit) Limited, Chartered Accountants, Jersey.

The accounting period of the Company ends on the last day in December in each year. The base currency of the Company is US dollars and reports and financial statements will be prepared in US dollars.

Copies of the audited annual report and financial statements of the Company together with notice of the annual general meeting will be distributed to all Shareholders within 3 months of the end of each financial year.

The Company will also issue unaudited, half-yearly interim reports made up to the last day in June each year. Copies of such reports will be distributed to the Shareholders within 3 months of the end of each half-yearly period.

Audited annual reports and interim reports will include details in relation to:

- (a) The percentage of any of Funds' assets that are subject to any special arrangements arising from their illiquid nature;
- (b) Any new arrangements that the Manager has implemented to manage the liquidity of each of the Funds;
- (c) The current risk profile of each of the Funds and the risk systems employed by the Manager to manage those risks that are not otherwise specified in this document;
- (d) Any rights of reuse of the collateral or guarantees granted using the assets of any of the Funds under any borrowing or hedging arrangements; and
- (e) The total amount of leverage employed by each of the Funds.

The Company's accounts are prepared in accordance with International Financial Reporting Standards ("IFRS") as adopted by the European Union. Although the Company is not within the scope of the Statement of Recommended Practice for financial statements of Authorised Funds issued by the Investment Management Association ("IMA SORP"), consideration has been given to its recommendations in the preparation of the Company's accounts, to the extent that it does not conflict with IFRS.

Once published, the Company's audited annual report and financial statements or its half yearly interim report are also available free of charge from the Manager.

The Auditor has no beneficial interest in the Shares of any of the Funds.

SUBSCRIPTIONS, CONVERSIONS AND REDEMPTIONS

DATA PROTECTION

Prospective investors should note that by completing an application form to subscribe for Shares they are providing to the Company personal information, which may constitute personal data within the meaning of the Data Protection Legislation. This data will be used for the purposes of client identification and the subscription process, administration, transfer agency, statistical analysis, research, compliance with any applicable legal, tax or regulatory requirements and disclosure to, and in relation to, the Company, its delegates and agents. All or part of this data will be retained as per regulatory requirements once the relationship ends.

Investors' data may be disclosed and / or transferred to third parties including financial advisors, regulatory bodies, tax authorities, auditors, technology providers or to the Company and its delegates and its or their duly appointed agents and any of their respective related, associated or affiliated companies wherever located (including to countries outside of the EEA including without limitation the United States of America, which may not have the same data protection laws as Guernsey) for the purposes specified.

Personal data will be obtained, held, used, disclosed and processed for any one or more of the purposes set out in Appendix 2.

Pursuant to the Data Protection Legislation, investors have a right of access to their personal data kept by or on behalf of the Company and the right to amend and rectify any inaccuracies in their personal data held by or on behalf of the Company by making a request to the Company in writing.

The Company is a Data Controller within the meaning of Data Protection Legislation and undertakes to hold any personal information provided by investors in confidence and in accordance with Data Protection Legislation. Investors also have a right to be forgotten and a right to restrict or object to processing in a number of circumstances. In certain limited circumstances, a right to data portability may apply. Where investors give consent to the processing of personal data, this consent may be withdrawn at any time.

Telephone Calls

By signing an application form to subscribe for Shares, prospective investors consent to the recording of telephone calls made to and received from investors by the Company, the Manager, their delegates, duly appointed agents and any of their respective related, associated or affiliated companies for record keeping, security and/or training purposes.

SUBSCRIPTIONS

Shares in each Fund are offered on each Dealing Day for the relevant Fund at the relevant Net Asset Value per Share calculated at the relevant Valuation Point or, in the case of the first Dealing Day of any Fund, at the initial subscription price determined by the Directors and specified in the relevant Supplement.

The Directors reserve the right to reject any subscription for Shares in whole or in part and to treat as valid any subscriptions which do not fully comply with the terms and conditions for subscription. If any subscription is not accepted, the amount paid on application will be returned without interest less any charges, in the case of funds received by telegraphic transfer, to the remitting bank for the account of the remitter quoting the applicant's name, and

for payments made by cheque or banker's draft by post to the first address given in the application at the applicant's risk.

The Manager and Administrator will require verification of the identity of applicants and the source of wealth and/or source of funds and will defer any application pending receipt of satisfactory evidence. Details of the information and documentation required can be found in the application Form for subscription. If satisfactory evidence is not received within one month of the date that the application Form for subscription is submitted to the Manager, the subscription application may be refused.

The Manager may, at its discretion, agree to accept the transfer of securities to any Fund by way of exchange in satisfaction of the subscription price payable. Any such securities will be valued in accordance with the valuation principles for assets of the relevant Fund.

MINIMUM SUBSCRIPTION

The minimum initial subscription (and minimum holding) for Shares in any Fund is US\$100,000. Additional subscriptions in any Fund must be for at least US\$25,000. The Manager may, at its discretion, agree to reduce the minimum initial or incremental subscription amount or the minimum holding amount.

SUBSCRIPTION PROCEDURES

Applications must be made in accordance with the procedure described in Appendix 2. Evidence of any applicant's identity and source of funds will be required to comply with anti-money laundering rules. Applications and cleared funds must be received by the Manager by the relevant Valuation Point of the Fund, which is normally 5:00 pm on the last day of the month (unless otherwise agreed by the Manager) and where payment is not received in due time, the subscription for Shares will occur on the next available Dealing Day at which point, subject to receipt of cleared funds, the subscription will be processed at the Net Asset Value per Share ruling on that day. Subscriptions will normally be held over for two Dealing Days and thereafter, if funds are not received, the application for subscription may be refused without further notice to the applicant.

Pending the issue and allotment of Shares, monies received in respect of the subscription price shall be held in a client subscription account, and all interest thereon shall accrue to the relevant Fund.

The Manager may agree to accept the transfer of securities by way of satisfaction of the subscription price due on the issue of Shares, for which purpose the value of the securities transferred will be calculated in accordance with the relevant Fund's normal valuation policies. The Manager's decision as to whether any specific asset complies with the relevant Fund's investment objectives and restrictions shall be final. Settlement of asset transfers shall be for the account of the Custodian (acting as custodian of the Company and the relevant Fund).

A contract note will be sent to the applicant by post and/or by email on acceptance of the application within 12 Business Days after the relevant Dealing Day, in accordance with the Licensees (Conduct of Business) Rules and Guidance, 2021, containing details of the Net Asset Value per Share of the relevant Fund. Applicants will be allocated a shareholder account number which should be quoted in any correspondence between the Shareholder and Manager. All Shares issued will be registered and the share register will be conclusive evidence of ownership. The share register may be inspected at the Administrator's office.

Shares will be issued in non-certificated form.

Any changes to a Shareholder's personal details or loss of shareholder account number must be notified immediately to the Administrator in writing. The Directors reserve the right to require an indemnity or verification countersigned by a bank, stockbroker or other party acceptable to it before the Administrator can accept instructions to alter the share register.

CONVERSIONS

Subject to the relevant Fund having sufficient share capital available for issue, Shareholders will be entitled to exchange Shares in one Fund, (the "original Fund") for Shares in any other Fund, then in existence or agreed to be brought into existence (the "new Fund"), subject to the terms and conditions in any relevant Supplement. Shareholders may at the option of the Manager only be entitled to exchange Shares on the applicable Dealing Day, subject to receipt of a conversion request by the Manager at least (unless otherwise agreed by the Directors) one month prior to the applicable Dealing Day for the Fund. Any conversion request received after 12 noon (or such other time as the Directors may determine either generally or in relation to a Fund, or in any specific case) on any Business Day may be deemed to have been received on the next following Business Day. At the option of the Manager, conversions may be processed as a redemption on one Dealing Day funding a subsequent investment in the new Fund on its following Dealing Day only once the redemption proceeds have been made available to fund the subscription.

Instructions for the conversion of Shares may be given by facsimile, by e-mail or in writing to the Manager at its address stated in the Directory and such instructions must specify the number or value and the class of Shares to be converted, the class of Shares into which they are to be converted and should quote the relevant portfolio number. The Manager will be deemed to be authorised to make such conversion if instructed to do so by any person purporting to be the shareholder and reciting the relevant shareholder number.

The conversion will be effected at the subscription and redemption prices of Shares in the relevant Fund, in accordance (or nearly as may be in accordance) with the formula:

$$NS = \{OS \times (RP \times CF)\} \div SP$$

where:-

- | | |
|-----------|---|
| <i>NS</i> | is the number of Participating Shares of the new Cell to be allotted; |
| <i>OS</i> | is the aggregate number of Participating Shares of the original Cell to be converted comprised in the conversion notice; |
| <i>RP</i> | is the Redemption Price per share of the original Cell ruling on the relevant redemption Dealing Day; |
| <i>CF</i> | is the currency conversion factor determined by the Manager on the relevant redemption Dealing Day as representing the effective rate of exchange applicable between the base currencies of the relevant Funds; and |
| <i>SP</i> | is the subscription price per share for the new Cell ruling on the relevant Dealing Day plus any initial charge payable thereon. |

Contract notes confirming the conversion between the Funds will be issued.

CONVERSION CHARGES

The Shareholder will bear any costs incurred in translating the redemption proceeds of the holding of the original Fund into the appropriate currency for the payment of the subscription price for the holding in the new Fund where the original and new Fund have different designated base currencies. The only charges applicable to this transaction will be for conversion of one base currency to another.

REDEMPTIONS

Shares may be redeemed on any Dealing Day of the relevant Fund, at the Net Asset Value per Share calculated at the relevant Valuation Point, following written notice to be received by the Manager (unless otherwise agreed by the Directors) no later than 5:00 pm (Guernsey time) one calendar month prior to the relevant Dealing Day. Where a redemption notice is received with incorrect or incomplete information, the Shareholder shall be informed thereof and the redemption notice shall be deemed to be received at the time that the correct or complete information is received in writing. The Manager will act upon signed redemption notices given by fax or e-mail and appearing to be genuine.

Any redemption request which would bring the value of a holding in any Fund below the minimum level of US\$100,000 will be treated as a request to redeem the entire holding, unless otherwise agreed by the Manager.

The Manager is not obliged to redeem more than 10% of the total Shares in issue in any Fund on any Dealing Day and redemption requests in excess of this will be satisfied on a pro rata basis. Any excess requests will be carried forward to the next Dealing Day at which time they will be given priority over subsequent requests for redemption.

Unless otherwise agreed by the Manager, the minimum value of Shares which may be the subject of any one redemption request is US\$25,000.

A contract note will be sent to the redeeming Shareholder within 12 Business Days of the Dealing Day upon which his redemption request takes effect, containing details of the Net Asset Value per Share of the relevant Fund and the total amount of proceeds.

PAYMENTS ON REDEMPTION

Provided that the redemption notice is in order, payment of the proceeds of redemption of Shares will, so far as practicable, be despatched (at the risk of the person entitled thereto) within 12 Business Days of the Dealing Day subject to the appropriate verification procedure being completed.

COMPULSORY REDEMPTION

The Manager has the right compulsorily to redeem Shares of any Fund which it believes to be held by Prohibited Persons.

The Manager may require any Fund to be terminated at any time by giving at least 3 months' notice to Shareholders.

The Manager has the right to compulsorily redeem Shares of any Fund in order to effect settlement of any performance fee payable.

SUSPENSION OF DEALINGS

The Directors may declare a suspension of valuations and the issue and redemption of Shares of any Fund for the whole or any part of a period during which:-

- (i) by reason of the closure of or the suspension of trading on any stock exchange or over-the-counter market or any other exchange or market or for any other reason, circumstances exist as a result of which, in the opinion of the Directors, it is not reasonably practicable for the relevant Fund to dispose of investments or fairly to determine the Net Asset Value of the Fund; or
- (ii) a breakdown occurs in any of the means normally employed by the Directors in ascertaining the value of investments or any other reason or circumstances exists which in the opinion of the Directors means the value of the investments or other assets of the relevant Fund cannot reasonably be ascertained;
- (iv) it is not possible to receive remittances in respect of the investments or to make payments pursuant to a redemption at all or without undue delay
- (v) any period when currency conversions which will or may be involved in the realisation of the investments comprised in the relevant Fund or in the payment for investments cannot, in the opinion of the Directors, be carried out at normal rates of exchange; or
- (iii) if a notice has been circulated to Members proposing a resolution that the relevant Fund or the Company be wound up.

Any such suspension shall take effect at such time as the Directors shall declare but not later than the close of business on the Business Day next following the declaration and thereafter there shall be no determination of Net Asset Value of the relevant Fund until the Directors shall declare the suspension at an end except that the suspension shall terminate in any event on the first Business Day on which:-

- (i) the condition giving rise to the suspension shall have ceased to exist; and
- (ii) no other condition under which suspension is authorised under the Articles shall exist.

Each such declaration by the Directors shall be consistent with such official rules and regulations (if any) relating to the subject matter thereof as shall have been promulgated by any authority having jurisdiction over the relevant Fund as shall be in effect at the time. To the extent not inconsistent with such official rules and regulations, the determination of the Directors shall be conclusive.

Whenever the Directors shall declare a suspension of the determination of the Net Asset Value of any Fund under the provisions of the Articles, then the Directors shall without delay give notice thereof to the Shareholders of that Fund. At the end of any period of suspension as aforementioned the Directors shall forthwith give notice to the Shareholders of the Fund that the period of suspension has ended. Where possible, all reasonable steps will be taken to bring any period of suspension to an end as soon as possible.

During the period of suspension, the fees of the Manager, Custodian and Administrator in respect of the relevant Fund will continue to accrue and will be calculated by reference to the last valuation prior to the suspension coming into effect unless otherwise agreed by the Directors and Custodian and relevant service providers.

ELIGIBLE INVESTORS

Shares in any Fund may be purchased by any individual, corporation or other entity that is not a Prohibited Person. Prohibited Persons include anyone to whom the sale or transfer of Shares would be in breach of law and (without the consent of the Directors) U.S. Persons. Potential applicants are responsible for ensuring that the acquisition and holding of Shares by them does not contravene any laws or regulations to which they are subject.

TRANSFER OF SHARES

Shares may be freely transferred (except to Prohibited Persons) provided that the resulting holdings of the transferor and transferee each in the relevant Fund have a value of at least US\$100,000 unless otherwise agreed by the Manager. The Manager may require such evidence as it thinks fit to satisfy itself that the transferee is not a Prohibited Person. The transferee shall also satisfy AML/CFT requirements in the normal way.

Transfers must be in writing and must be accompanied by an application form duly and properly completed by the transferee, including the transferee's redemption payment instructions and the Directors reserve the right to refuse to register a transfer until such instructions have been lodged. Suitable forms of transfer may be obtained from the Manager on request. No more than 4 persons shall be registered as joint holders of any Share. All transfer forms which shall be registered shall be retained by the Company, but any transfer form which the Directors may decline to register shall (except in the case of fraud) be returned to the person depositing the same.

MEANING OF "U.S. PERSON"

For the purpose of this document, but subject to such applicable law and to such changes as may be notified by the Manager to applicants for Shares and transferees, "United States" and "U.S. Person" shall have the same meaning as in Regulation S, as amended from time to time, of the Securities Act of 1933 (the "1933 Act").

Regulation S currently defines a "U.S. Person" as: (a) any natural person who is a resident of the United States; (b) any partnership or corporation organised or incorporated under the laws of the United States; (c) any estate of which any executor or administrator is a U.S. Person as defined in sub-paragraphs (a) and (b) herein; (d) any trust of which any trustee is a U.S. Person as defined in sub-paragraphs (a) and (b) herein; (e) any agency or branch of a foreign entity located in the United States; (f) any non-discretionary account or similar account (other than an estate or trust) held by a dealer or similar fiduciary for the benefit or account of a 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, in an individual, resident in the United States; or (h) any partnership or corporation (i) if organised or incorporated under the laws of any foreign jurisdiction and (ii) formed by a 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) under the 1933 Act) who are not natural persons, estates or trusts.

"U.S. Person" does not include: (a) a discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-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 foreign 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; (e) 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; or (f) The International Monetary Fund, the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, the African Development Bank, the United Nations, and their agencies, affiliates and pension plans, and any other similar international organisations, their agencies, affiliates and pension plans.

CALCULATION OF NET ASSET VALUE

The Net Asset Value per Share of each Fund will be calculated on each Dealing Day for that Fund as of the relevant Valuation Point.

For the purposes of valuation the assets of each Fund shall be deemed to comprise:-

- (i) all cash in hand, on loan or on deposit or on call and including any interest accrued thereon, in respect of the Fund;
- (ii) all bills, demand notes, promissory notes, certificates of deposit and accounts receivable in respect of the Fund;
- (iii) all bonds, time notes, shares, stock, debentures, debenture stock, subscription rights, warrants, options, futures and other investments and securities owned or contracted for on behalf of the Fund;
- (iv) all stock and cash dividends and cash distributions to be received by the Fund and not yet received by it but declared payable to stockholders of record on a date on or before the day as of which the Net Asset Value is being determined;
- (v) all interest accrued on any interest-bearing securities attributable to the Fund except to the extent that the same is included or reflected in the principal value of such security;
- (vi) all other investments of the Fund;
- (vii) the preliminary expenses of the Fund in so far as the same have not been written off; and
- (viii) all other assets attributable to the Fund of every kind and nature including prepaid expenses as valued and defined from time to time by the Directors.

The value of any security shall be ascertained as follows:-

- (i) Deposits shall be valued at their principal amount plus accrued interest calculated on a daily basis;
- (ii) Certificates of deposit shall be valued with reference to the best bid price for certificates of deposit of like maturity, amount and credit risk, for settlement as at the relevant Valuation Point;

- (iii) Treasury bills and bills of exchange shall be valued with reference to prices ruling in the appropriate markets for such instruments for settlement as at the relevant Valuation Point;
- (iv) Forward foreign exchange contracts will be valued by reference to the market value of similar contracts settled as at the relevant Valuation Point;
- (v) All valuations of financial futures contracts and purchased or sold options shall be assessed by reference to the prevailing prices on the relevant futures exchanges;
- (vi) Over-the-counter options shall be valued on a mark to market basis;
- (vii) Where any security owned or contracted for by the relevant Fund is listed or dealt in on a stock exchange recognised as such under the securities laws of the jurisdiction in which it is situated or on any over-the-counter market, all calculations of the Net Asset Value which are required for the purpose of computing the price at which Shares are to be issued or redeemed, shall be based on the latest trade price as at the relevant Valuation Point. When such security is listed or dealt in on more than one stock exchange or over-the-counter market the Directors may in their absolute discretion select any one of such stock exchanges or over-the-counter markets for the foregoing purposes;
- (viii) In respect of any security the quotation of which has been temporarily suspended or in which there has been no recent trading, the value shall be taken to be a reasonable estimate of the amount which would be received by a seller by way of consideration for an immediate transfer or assignment from the seller at arm's length less any fiscal charges, commission and other sales charges which would be payable by the seller;
- (ix) The value of any investment which is not quoted, listed or normally dealt in on a stock exchange or over the counter market shall be the value considered by the Directors in good faith and is approved by the Custodian to be the value thereof;
- (x) The value of units, shares or other security of any unit trust, mutual fund, investment company or other similar investment vehicle or collective investment scheme shall be derived from the most up to date prices available from the managers thereof.

Notwithstanding the foregoing, the Directors shall be entitled, at their discretion, to apply a method of valuing any investment different from that prescribed hereunder if such method would in their opinion better reflect the fair value of such investment and, without prejudice to the generality of the foregoing, the Directors may rely upon opinions and estimates of any persons who appear to them to be competent to value investments of any type or designation by reason of any appropriate professional qualification or experience of the relevant market.

The liabilities attributable to the relevant Fund shall be deemed to include:-

- (i) all bills, notes and accounts payable;
- (ii) all administrative expenses, payable and/or accrued (the latter on a day-to-day basis);
- (iii) all known liabilities, present and future, including the amount of any unpaid dividend, contractual obligations for the acquisition of investments or other

property or for the payment of money and outstanding payments on any Shares of the Fund previously redeemed;

- (iv) an appropriate provision for taxes as determined from time to time by the Directors;
- (v) all other liabilities of the Fund of whatsoever kind and nature except liabilities represented by shares referable to the Fund and reserves (other than reserves authorised or approved by the Directors); and
- (vi) such allowance as the Directors consider appropriate for contingent liabilities.

In determining the amount of such liabilities the Directors may calculate administrative and other expenses of a regular or recurring nature on an estimated figure for yearly or other periods in advance and accrue the same in equal proportions over any such period.

Assets or liabilities not directly attributable to a particular Fund shall be allocated between Funds by the Directors as they consider equitable.

Any valuation made pursuant to the Articles shall be binding on all persons.

For the purpose of determining the Net Asset Value of the relevant Fund, any assets or liabilities in currencies other than the currency in which Shares of the relevant Fund are designated will be translated into the currency in which Shares of the relevant Fund are designated at the rate (whether official or otherwise) which the Directors shall in their absolute discretion deem appropriate to the circumstances having regard, *inter alia*, to any premium or discount which they consider may be relevant and to the costs of exchange at the time of determination of the Net Asset Value.

CALCULATION OF THE NET ASSET VALUE PER SHARE

In order to calculate the Net Asset Value per Share for each Fund, the Administrator will determine the Net Asset Value of the relevant Fund as at the Valuation Point for the relevant Dealing Day and divide the resulting amount by the number of Shares of that Fund in issue or deemed to be in issue. The value per Share thus produced is rounded to the nearest two decimal places, the benefit of any rounding accruing to the benefit of the relevant Fund.

PUBLICATION OF PRICES

The latest and historical Net Asset Value of the Shares of each Fund will be available to Shareholders on request from the Manager and from its website, (www.hansafund.com) provided that you are either a Shareholder with a unique access code, or you have been given general access to the site.

RISK FACTORS

An investment in the Company and any Fund involves certain risks relating to the investment policies set by the Directors and the investment strategies implemented by the Manager and any other entities in which the relevant Fund may invest. Prospective investors should refer to the relevant Supplement to this document for details of the specific policies and strategies of the relevant Fund in which they are investing and the specific risk factors set out therein. No guarantee or representation is made that any Fund's investment objective will be achieved.

Prospective investors should give careful consideration to the following risk factors, in evaluating the merits and suitability of an investment in the Company and any Fund generally. This information is not intended to be an exhaustive listing of all potential risks associated with an investment in the Company and any Fund.

Borrowing: A Fund may be able to borrow up to a certain percentage of its Net Asset Value, as specified in the relevant Supplement, inter alia, to further its investment policy and increase the possibility of profit, the risk of loss will also be increased. In addition, interest rate movements and fluctuations in the value of the currencies in which a Fund borrows may adversely affect operating results.

The Manager may choose to use gearing in relation to investment positions held in order to try to reduce risk or enhance returns. Such gearing (which is subject to the foregoing borrowing limit and which may involve the use of repurchase agreements or sale and buy back agreements) may significantly increase the risk of loss to a Fund.

Investment funds in which a Fund invests may use gearing in relation to investment positions held in order to try to enhance returns. Such gearing (which is not subject to the foregoing borrowing limit and which may involve the use of repurchase agreements, sale and buy back agreements as well as options and future contracts) may significantly increase the risk of loss to a Fund.

Derivative instruments: Although the Manager aims to utilise low-volatility investment strategies, a Fund may invest in derivative instruments, which may involve them and/or a Fund assuming obligations as well as rights and assets.

Substantial redemptions: If there are substantial redemptions of Shares of any Fund, it may be more difficult for that Fund to generate returns since it will be operating on a smaller asset base.

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

Currency risk: The Net Asset Value of a Fund may be computed in a different currency to that which underlying investments of the Fund may be denominated. This will, as a consequence, involve that Fund in foreign exchange risks.

Fluctuations in value: The value of Shares of a Fund (and any income from them) may fall as well as rise and investors may not get back, on a redemption or otherwise, the amount originally invested.

Liquidity and valuation of investments: A Fund may invest in entities which do not permit holdings to be redeemed on as frequent a basis as that applying to the Fund or at all. In the absence of published current redemption prices the Directors may therefore have to determine valuations in respect of such investments. Adequate information may not always be available to the Directors from the entities or other sources for that purpose and consequently such valuations may not accurately reflect the realisable value of the Fund's holding on the next dealing day of the entity concerned.

There may be delays in obtaining values for underlying investments which may result in reliance on estimates in calculating the Net Asset Value of the Fund.

Liquidity of Shares: Shareholders may not be able to redeem all the Shares of a Fund they wish to redeem on the monthly Dealing Day of a Fund if total redemptions for that Dealing Day in the Fund exceed 10% of the Fund's total issued Shares, and may bear an additional risk of any decline in the Net Asset Value per Share until the Dealing Day(s) on which the Shares are actually redeemed.

Non-regulated investment vehicles: A Fund may invest in investment vehicles that are not subject to regulation. Accordingly, only a relatively small amount of publicly available information about the investment vehicles may be available to the Manager in managing and assessing the Fund's investments. Additionally, a Fund and its Shareholders may not be afforded the protection available to investors in regulated collective investment schemes.

Counterparty and settlement risk: A Fund may take a credit risk on parties with whom it trades and will also bear the risk of settlement default.

Counterparty and custody risk: To the extent that margin accounts or trading accounts are maintained or used by a Fund, these accounts may be held by and in the name of the Fund rather than held by or in the name of the Custodian. In these circumstances, the Custodian maintains control of the margin accounts or trading accounts, as appropriate, in accordance with its obligations under the Class B Rules as signatory on the accounts. Margin accounts and trading accounts treated in this manner are not under the custody of the Custodian but remain subject to the Custodian's control. The Custodian is not responsible for the selection or suitability of the entities providing the margin accounts or trading accounts and is not responsible for any counterparty risk of these entities.

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

The Manager may instruct the Custodian to opening third party banking accounts with other financial institutions. The accounts established in this way will be held in the name of the Custodian as Custodian to the relevant Fund and clearly titled as such. The Custodian will maintain control of the accounts by acting as the authorised signatories to the accounts for the purpose of moving funds to or from the accounts. However, for the avoidance of doubt, the liability of the Custodian in connection with the opening and operation of these accounts shall be limited to the proper execution of the Manager's instructions. The Company shall accept responsibility for the choice of such third party financial institutions and due diligence on all counterparties. In the absence of negligence, wilful default, fraud or dishonesty the Custodian accepts no responsibility to the Company or any party whatsoever for any losses incurred by the Company in the event that such losses arise in connection with the appointment of any third party financial institutions, save that such losses are recoverable by the Custodian on behalf of the Company.

Pandemics and Other Public Health Crises: Each Fund's success could be materially and adversely affected by the outbreak of pandemics or other public health crises. For example, in late December 2019 a notice of pneumonia of unknown cause originating from Wuhan, China was reported to the World Health Organization. A novel coronavirus ("**COVID-19**") was identified, which has since become a global pandemic.

The risk of further spreading of COVID-19 or other such global pandemic (a "**Global Pandemic**") has led to significant uncertainty and volatility in the financial markets. Certain of the Funds' investments may have exposure to countries and to businesses that, as a result of Global Pandemic, experience a slowdown or temporary suspension in business activities. Any prolonged restrictive measures instituted in order to prevent or control a pandemic or other public health crisis, such the one posed by COVID-19, may have a material and adverse effect on the Funds and their underlying investments, together with the ability of the Administrator, Manager, Investment Adviser, their affiliates and other key service providers to adequately render services in fulfilment of their obligations to the Funds.

The foregoing factors are not exhaustive and do not purport to be a complete explanation of all the risks and considerations involved in investing in the Company and any Fund. In particular, a Fund's performance may be affected by changes in market or economic conditions, and legal, regulatory and tax requirements. A Fund will be responsible for paying the fees, charges and expenses referred to in this document and the relevant Supplement regardless of the level of profitability.

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

Potential investors who are in any doubt as to the risks involved in investment in the Company and any Fund are recommended to obtain independent financial advice before making an investment.

POTENTIAL CONFLICTS OF INTEREST

The Manager, Investment Adviser and Administrator and their affiliates may face certain conflicts of interest in relation to the Shares in any Fund. For example, the Manager, the Custodian, the Investment Adviser and Administrator and their affiliates may be involved with other entities utilising investment strategies similar to that of the relevant Fund and with other businesses in general. Related parties may own Shares in a Fund and invest in securities in which they have a financial interest. Related parties have no obligation to disclose such activities to a Fund. Moreover, a Fund has no right to participate in or benefit from the activities of related parties.

A Fund may lend money to or borrow money from other investment companies or entities in which the Manager, the Custodian, the Investment Adviser or the Administrator or one or more of their affiliates has an interest. Such arrangements may result in loans that are not as secure as loans to or from wholly independent entities.

Additionally, conflicts may arise in relation to the allocation of investment opportunities.

If a conflict of interest arises, the Directors will seek to ensure that it is resolved fairly.

FEES AND EXPENSES

Otherwise as set out in this document, details of all fees and expenses payable out of each Fund are set out in the relevant Supplement.

The costs and expenses of forming the Company have been written off. If additional Funds are created, they will bear the cost of their own creation.

THE ADMINISTRATOR

The Administrator is entitled to an annual fee payable by the Company out of the assets of the Funds based on the Net Asset Value of the Funds at each Valuation point, as follows:

0.068% per annum of the portion of the Net Asset Value of the Funds up to and including US\$200,000,000; plus
0.051% per annum of the portion of the Net Asset Value of the Funds over US\$200,000,000.

Such fee is calculated on a daily basis and is payable monthly in arrears and is subject to an annual minimum fee of US\$100,000, payable in equal monthly instalments in arrears. The Administrator's fee will be apportioned between the Funds pro-rata to their Net Asset Values. The Administrator is also entitled to the payment of certain charges based on time spent and to reimbursement of operating expenses.

TAXATION

The taxation of income and capital gains of the Company and the Shareholders is subject to the fiscal law and practice of Guernsey, the jurisdiction in which the Company invests and of the jurisdictions in which Shareholders are resident or otherwise subject to tax.

The following summaries of the anticipated tax treatment in Guernsey and the United Kingdom do not constitute legal or tax advice and are based on the taxation law and published practice in force at the date of this document.

Prospective Investors should consult their own professional advisors as to the tax implications of making an investment, trading in, holding or disposing of Shares in the Company. Furthermore, this summary is only applicable to those investors who hold their Shares in the Company for investment purposes and not for trading or other purposes.

The Company may be subject to local withholding taxes in respect of income or gains derived from its investment in certain countries. Prospective investors are reminded that the tax treatment in any relevant jurisdiction may change during the life of the Company. No assurance can be given that changes in such laws or practice will not occur.

GUERNSEY

The Company

The Company has applied for and has been granted an exemption from liability to income tax in Guernsey under the Income Tax (Exempt Bodies) (Guernsey) Ordinance, 1989, as amended. Exemption must be applied for annually and will be granted, subject to the payment of an annual fee, which is currently fixed at £1,600, provided that the Company qualifies under the applicable legislation for exemption. It is the intention of the Directors to conduct the affairs of the Company so as to ensure that it will continue to qualify for exempt company status for the purposes of Guernsey taxation.

As an exempt company, the Company will be treated as if it were not resident in Guernsey for the purposes of liability to Guernsey income tax. The exemption from income tax and the treatment of the Company as if it were not resident in Guernsey for the purposes of Guernsey income tax would be effective from the date the exemption is granted and will apply for the year of charge in which the exemption is granted.

Under current law and practice in Guernsey, the Company will only be liable to tax in Guernsey in respect of income arising or accruing from a Guernsey source, other than from a relevant bank deposit. It is not anticipated that such Guernsey source taxable income will arise in this case.

As an exempt company, distributions made by the Company to Shareholders who are non-Guernsey residents will be free of Guernsey withholding tax and reporting requirements. Where the Company makes a distribution to a shareholder that is a Guernsey tax resident, or who is not so resident but holds their Shares in connection with a permanent establishment situated in Guernsey, the Company will only need to report the relevant details of those distributions.

In the absence of tax exempt status, the Company would be Guernsey tax resident and taxable at the Guernsey standard rate of company income tax, which is currently zero per cent.

Guernsey currently does not levy taxes upon capital, inheritances, capital gains, gifts, sales or turnover. No stamp or transfer duty is chargeable in Guernsey on the issue, transfer or redemption of Shares.

Shareholders

Distributions by the Company to Shareholders can be paid, either directly or indirectly, without the withholding of Guernsey tax.

A Shareholder who is resident for tax purposes in Guernsey (which includes Alderney and Herm), or who is not so resident but holds their Shares in connection with establishment situated in Guernsey, will incur Guernsey income tax at the applicable rate on a distribution paid to them by the Company. So long as the Company has been granted tax exemption the Company will only be required to provide the Director of the Revenue Service in Guernsey such particulars relating to any distribution paid to Guernsey resident Shareholders as the Director of the Revenue Service in Guernsey may require, including the names and addresses of the Guernsey resident Shareholders, the gross amount of any distribution paid and the date of the payment.

As already referred to above, Guernsey currently does not levy taxes upon capital inheritances, capital gains, gifts, sales or turnover, nor are there any estate duties (save for registration fees and *ad valorem* duty for a Guernsey Grant of Representation where the deceased dies leaving assets in Guernsey which require presentation of such a Grant).

No stamp or transfer duty is chargeable in Guernsey on the issue, transfer or redemption of Shares

UNITED KINGDOM

The Company

It is the intention of the Directors to conduct the affairs of the Company so that the central management and control of the Company is not exercised within the United Kingdom ("UK") and that it does not become resident in the UK for UK taxation purposes. Accordingly, and provided that the Company does not carry on a trade in the UK through a permanent establishment in the UK, the Company will not be subject to UK corporation tax on income and capital gains arising to it. The Directors and the Manager each intend that the respective affairs of the Company and the Manager are conducted so that no such permanent establishment will arise insofar as this is within their respective control.

In particular, the Manager intends to conduct its affairs in accordance with the conditions laid out in Sections 1146 to 1150 of the Corporation Tax Act 2010 ("CTA 2010") so that, in the event that the activities of the Company are regarded as trading activities, no liability to UK taxation should arise on the profits from those activities, provided the Manager is not regarded as a permanent establishment but as an agent of independent status acting in the ordinary course of its business within the meaning of Section 1142(1) CTA 2010. However, it cannot be guaranteed that the conditions necessary to prevent any such permanent establishment coming into being will at all times be satisfied.

The concept of residence for offshore funds has recently been changed pursuant to the Finance Bill 2014, such changes having retrospective effect from 5 December 2013. These changes extend Section 363A of Taxation (International and Other Provisions) Act 2010 ("TIOPA 2010"), such that offshore funds within the definition of an alternative investment fund, as defined in regulation 3 of the Alternative Investment Fund Managers Regulations 2013 (SI 2013/1773), are not treated as being resident in the UK if they are resident in another State for the purposes of any tax imposed on income under the law of that State.

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

Shareholders

Subject to their personal circumstances, Shareholders resident in the UK for taxation purposes will be liable to UK income tax or corporation tax (subject to the provisions governing the taxation of foreign profits) in respect of dividends or other income distributions including deemed distributions of income by the Company, whether or not such distributions are reinvested in further Shares of the Company.

Except in the case of a company controlling directly or indirectly not less than 10% of the voting power of the Company, no credit will be available against a Shareholder's UK taxation liability in respect of income distributions of the Company for any taxes suffered or paid by the Company on its own income. As the Company has no such liability in Guernsey, such credit is unlikely in any case.

UK Shareholders (whether individual or corporate) should note that a new offshore funds taxation regime was introduced on 1 December 2009. In accordance with the offshore funds regime, the Company, or each share class where there is more than one, will be viewed as a separate "offshore fund" for UK tax purposes under Part 8 of the TIOPA 2010.

Part 2 of The Offshore Funds (Tax) Regulations 2009 ("Regulations 2009") provides that if a Shareholder who is resident or ordinarily resident in the UK for taxation purposes holds an interest in an overseas company that constitutes an offshore fund and that interest does not qualify as a "reporting fund" throughout the period during which the Shareholder holds that interest, any gain accruing to the Shareholder upon the sale, redemption or other disposal or part disposal of that interest (which may include redemption by the Company) will be taxed at the time of such sale, redemption or disposal as income ("offshore income gain") and not as a capital gain unless the Shareholder makes an election under Section 48 of the Regulations 2009 for a deemed disposal at the date of conversion of the fund from a non-reporting fund to a reporting fund. Where such gains are taxed as income no relief will be available for capital gains tax exemptions or other reliefs.

Alternatively where an offshore fund has been certified as a distributing or reporting fund for each accounting period during which the Shareholder has held his interest in the fund, any gain accruing upon sale or other disposal of the interest, will be calculated and subject to UK tax as a capital gain rather than an offshore income gain, with relief for any accumulated or reinvested profits which have already been charged to UK income tax or UK corporation tax on income (including where such profits are exempt from UK corporation tax).

Under the reporting fund regime, UK Shareholders will be subject to tax on any sums distributed by the Company together with a deemed distribution of any excess of reported income over the sums distributed. Reported income is calculated after specified adjustments have been made to the net revenue/expense after taxation disclosed in the accounts for the Company and the Funds and reported income may be more or less than the net revenue/expense so disclosed. The Directors will make available details of reported income for the Company and the Funds.

An offshore fund fails to meet the qualifying investments test if the market value of the fund's qualifying investments exceeds 60% of all of the assets of the fund (excluding cash awaiting investment). Qualifying investments include those assets which are interest bearing assets (e.g. cash on deposit, certain derivative contracts or holdings in other collective investment schemes which do not themselves satisfy the qualifying investments test). Where an offshore fund fails to meet the qualifying investments test the distribution is treated as interest under Chapter 2 of Part 4 of the Income Tax (Trading and Other Income) Act 2005.

Shareholders who are individuals resident, but not domiciled in, the UK will be liable to tax on disposals on a remittance basis in certain circumstances. Currently individuals who have been UK-resident but non-UK domiciled or non-UK ordinarily resident for at least seven of the nine tax years immediately preceding the relevant tax year will, in order to retain the benefit of the remittance basis of taxation, be obliged to pay an annual charge of £30,000 to HMRC. In addition, from the tax year 2012-13 onwards, individuals who have been UK resident but non-UK domiciled or non-UK ordinarily resident for at least twelve of the fourteen tax years immediately preceding the relevant tax year will, in order to retain the benefit of the remittance basis of taxation, be obliged to pay the higher level annual charge of £60,000 to HMRC. If no claim for the remittance basis to apply is made by the individual Shareholder, this will result in such individuals becoming subject to UK tax on their worldwide income and gains.

Shareholders who are individuals ordinarily resident in the UK for taxation purposes may be impacted by Chapter II of Part XIII of the Income Tax Act 2007 ("ITA 2007"). These provisions are aimed at preventing the avoidance of income tax by individuals through the transfer of assets resulting in income becoming payable to persons (including companies) resident or domiciled outside the UK and may render them liable to income tax in respect of the undistributed income or profits of the Company on an annual basis, where the income has not already been attributed to the individual under a separate provision. However the provisions will not apply to Shareholders if they can demonstrate that it would not be reasonable to conclude that avoiding a liability to UK taxation was the purpose or one of the main purposes of his investment in the Company. The anti-avoidance provisions will also not apply if it can be demonstrated that all relevant transactions were genuine commercial overseas business activities, carried out for the purposes of a trade or business and on arm's length terms. A further exemption applies for transactions that do not involve commercial activities but are nevertheless genuine transactions that are protected by the single European market.

Under the Finance Act 2009 ("FA 2009") where a dividend or other distribution is received by a company which is resident in the UK and is a small company, that dividend will normally be exempt from corporation tax provided the payer is a resident of a qualifying territory. For the purposes of this legislation the Company is not a resident of a qualifying territory. Where a dividend or other distribution is received by a company which is resident in the UK and is not a small company, that dividend will be exempt from corporation tax if the distribution falls into an exempt class. For the purposes of this legislation the exempt classes include distributions from controlled companies, distributions in respect of non-redeemable ordinary shares and distributions in respect of portfolio holdings where the recipient holds less than 10% of the issued share capital of the payer.

Companies resident in the United Kingdom for taxation purposes should note that the "controlled foreign companies" legislation contained in Part 9A of TIOPA 2010 could apply to any UK resident company which holds, alone, or together with certain other connected or associated persons, shares which confer a right to at least a 25% direct or indirect interest in the profits of a non-resident company which is controlled (as "control" is defined in Section 371RC of TIOPA 2010) by persons (whether companies, individuals or others) who are resident in the UK. The "controlled foreign company" legislation has been extensively updated and the revised legislation applies for accounting periods beginning on or after 1 January 2013. This legislation provides for certain exceptions including an exception for a company which has an interest in an offshore fund in certain circumstances. It is recommended that United Kingdom resident companies holding a right to 25% or more of the profits of the Company (directly or indirectly) should take their own specific professional taxation advice. These provisions are not directed towards the taxation of capital gains.

Chapter 3 of Part 6 of the Corporation Tax Act 2009 ("CTA 2009") provides that, if at any time in an accounting period a corporate Shareholder within the charge to UK corporation tax holds an interest in an offshore fund within the meaning of Part 8 of TIOPA 2010, and there is a time in that period when that fund fails to satisfy the qualifying investments test,

the interest held by such a corporate Shareholder will be treated for that accounting period as if it were rights under a creditor relationship for the purposes of the rules relating to the taxation of most corporate debt contained in CTA 2009.

The Shares will (as explained above) constitute interests in an offshore fund but there can be no guarantee that the qualifying investments test will always be satisfied at any given time by the Company and, in circumstances where it is not satisfied by the Company, the Shares referable to the Company will be treated for corporation tax purposes as being rights under a creditor relationship, with the result that all returns on the Shares in the Company in respect of each corporate Shareholder's accounting period (including gains, profits and deficits) will be taxed or relieved as an income receipt or expense on a 'mark to market' basis. Accordingly, a UK corporate Shareholder in the Company may, depending on its own circumstances, incur a charge to UK corporation tax on an unrealised increase in the value of its holdings of Shares (and, likewise, obtain relief against UK corporation tax for an unrealised reduction in the value of its holding of Shares).

The attention of UK Shareholders (whether individual or corporate) who are resident or ordinarily resident in the UK for taxation purposes is drawn to the provisions of Section 13 of the Taxation of Chargeable Gains Act 1992 ("Section 13"). If a company is not resident in the UK, but would be a "close" company if it were so resident the provisions of Section 13 may apply. When any gain which constitutes a chargeable gain for those purposes, accrues to a company to which Section 13 applies, the "participants" in that company are subject to UK capital gains tax (or in the case of corporate Shareholders, corporation tax on chargeable gains) on an apportioned part of the capital gain accruing to the Company. The term participant includes a Shareholder.

The part of any gain apportioned to the Shareholder will be equal to the proportion of the gain that corresponds on a just and reasonable basis to that person's proportionate interest in the Company as a "participant". Where the proportion attributed under Section 13 to that person, and to any persons connected to that person for UK taxation purposes, does not exceed one-quarter of the gain then no liability should arise under Section 13. In addition, a further exemption applies which excludes gains from genuine business activity overseas from the charge.

Transfers of Shares which are executed in the UK or where there is any connection with the UK, such as the purchaser being UK resident, are technically liable to UK stamp duty on transfer at the rate of 0.5% of the consideration paid. However, this liability may effectively be avoided by ensuring that any transfer document is executed and retained outside the UK. No UK stamp duty should have to be paid if this is done. No Stamp Duty Reserve Tax ("SDRT") is payable on any agreement to transfer the Shares because they are not "chargeable securities" for UK SDRT purposes.

US FOREIGN ACCOUNT TAX COMPLIANCE ACT AND INTERGOVERNMENTAL AGREEMENTS

Under FATCA and legislation enacted in Guernsey to implement the intergovernmental agreement between Guernsey and the United States in relation to FATCA (the "**US-Guernsey IGA**"), certain disclosure requirements will be imposed in respect of certain Shareholders who are, or are entities that are controlled by one or more natural persons who are, residents or citizens of the United States, unless a relevant exemption applies. Certain due diligence obligations will also be imposed. Where applicable, information that will need to be disclosed will include certain information about Shareholders, their ultimate beneficial owners and/or controllers, and their investment in and returns from the Company. The Company will be required to report this information each year in the prescribed format and manner as per local guidance.

Under the terms of the US-Guernsey IGA, Guernsey resident financial institutions that comply with the due diligence and reporting requirements of Guernsey's domestic legislation will be treated as compliant with FATCA and, as a result, should not be subject to FATCA withholding on payments they receive and should not be required to withhold under FATCA on payments they make. If the Company does not comply with these obligations, it may be subject to a FATCA deduction on certain payments to it of US source income (including interest and dividends) and (from two years after the date of publication of certain final regulations defining "foreign passthru payment") a portion of non-US source payments from certain non-US financial institutions to the extent attributable to US source payments. The US-Guernsey IGA is implemented through Guernsey's domestic legislation in accordance with guidance that is published in draft form.

Shareholders are reminded that the Company may pass on certain particulars with regard to their interest in the Company and any Fund to various overseas tax authorities, as may from time to time be required under FATCA or the US-Guernsey IGA. The Company reserves the right to request from any Shareholders such information as the Company deems necessary to comply with FATCA or any obligation arising under the implementation of any applicable IGA.

Shareholders are reminded that the Company may pass on certain particulars with regard to their interest in the Company and any Fund to various overseas tax authorities, as may from time to time be required under FATCA or the US-Guernsey IGA. The Company reserves the right to request from any Shareholders such information as the Company deems necessary to comply with FATCA or any obligation arising under the implementation of any applicable IGA.

Failure by a Shareholder to provide such information may subject the Company to investigation and sanctions under Guernsey law. Shareholders acknowledge that the Company may pass on the costs of non-compliance to the Shareholder and that the Company may compulsorily redeem a Shareholder's entire interest in the Company.

Each Shareholder and prospective Shareholder should consult its own tax adviser to obtain a more detailed explanation of FATCA and to learn how this legislation might affect the Shareholder or prospective Shareholder in its particular circumstances.

COMMON REPORTING STANDARD ("CRS")

Guernsey adopted the CRS with effect from 1 January 2016.

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

All prospective investors should consult with their own tax advisers regarding the possible implications of FATCA, the CRS and any other similar legislation and/or regulations on their investment in the Company.

If the Company fails to comply with any due diligence and/or reporting requirements under

Guernsey legislation implementing the US-Guernsey IGA and/or the CRS then the Company could be subject to (in the case of the US-Guernsey IGA) US withholding tax on certain US source payments, and (in all cases) the imposition of financial penalties introduced pursuant to the relevant implementing regulations in Guernsey. Whilst the Company will seek to satisfy its obligations under the US-Guernsey IGA and the CRS and associated implementing legislation in Guernsey to avoid the imposition of any financial penalties under Guernsey law, the ability of the Company to satisfy such obligations will depend on receiving relevant information and/or documentation about each Shareholder and the direct and indirect beneficial owners of the Shareholders (if any). There can be no assurance that the Company will be able to satisfy such obligations.

Request for Information

The Company reserves the right to request from any Shareholder or potential investor such information as the Company deems necessary to comply with FATCA and the CRS, or any obligation arising under the implementation of any applicable intergovernmental agreement, including the US-Guernsey IGA, relating to FATCA, the CRS or the automatic exchange of information with any relevant competent authority.

By investing (or continuing to invest) in the Company, Shareholders shall be deemed to acknowledge that:

- (1) the Company (or its agent) may be required to disclose to the Revenue Service certain confidential information in relation to the Shareholder, including but not limited to the Shareholder's name, address, tax identification number (if any), social security number (if any) and certain information relating to the Shareholder's investment;
- (2) the Revenue Service may be required to automatically exchange information as outlined above with the IRS, HMRC and other foreign fiscal authorities located in Future Reporting Jurisdictions;
- (3) the Company (or its agent) may be required to disclose to the IRS, HMRC and other foreign fiscal authorities located in Future Reporting Jurisdictions certain confidential information when registering with such authorities and if such authorities contact the Company (or its agent directly) with further enquiries;
- (4) the Company may require Shareholders to provide additional information and/or documentation that the Company may be required to disclose to the Revenue Service, IRS, HMRC or other foreign fiscal authorities located in Future Reporting Jurisdictions;
- (5) in the event a Shareholder fails to provide the requested information and/or documentation, whether or not such failure actually leads to compliance failures by the Company, or a risk of the Company or the Shareholders being subject to withholding tax under the relevant legislative or inter-governmental regime, the Company reserves the right to take any action and/or pursue all remedies at its disposal including, without limitation, compulsory redemption or withdrawal of the Shareholder concerned; and
- (6) no Shareholder affected by any such action or remedy shall have any claim against the Company (or its agent) for any form of damages or liability as a result of actions taken or remedies pursued by or on behalf of the Company in order to comply with FATCA, the CRS, or any of the relevant underlying legislation.

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

APPENDIX 1

ADDITIONAL INFORMATION

1. CORPORATE STRUCTURE

The constitution of the Company is defined in its Memorandum and Articles of Incorporation. The Company has an authorised share capital of US\$ 100 divided into 100 Management Shares of US\$1 each and an unlimited number of Shares with a nominal value of US\$0.01 each.

The 100 Management Shares have been issued, fully paid at par, to the Manager.

2. PARTICULARS OF THE SHARE CAPITAL AND VOTING RIGHTS

- (1) The Management Shares carry no right to receive any distribution whether by way of dividend, return of capital or otherwise, other than the return (on a winding up) of the issue price paid on such shares.
- (2) The Shares carry the right to receive dividends out of the income of the relevant Fund in which they are issued in such amounts and at such times as the Directors shall determine and to receive a distribution on a return of capital of the assets of that Fund on a winding up, in proportion to the number of Shares held.
- (3) At a General Meeting, on a show of hands, every holder of Management Shares (which have a general right to vote) or Shares (which have the right only to vote in respect of items listed in 2.(4) below) who is present shall be entitled to one vote and on a poll, every holder present in person or by proxy will be entitled to one vote for each Management Share or Share and a proportionate vote for each fraction of a Share of which he is the holder.
- (4) Holders of Shares are entitled to vote at general meetings on resolutions falling within paragraphs (a) to (e) of Rule 7.02(1) of the Class B Rules or otherwise as required by those Rules, as from time to time amended, or the Articles.

The following is an extract from Rule 7.02(1):-

- (a) *“to sanction any modification, alteration or addition to the provisions of the principal documents which shall be agreed by the trustee and the principal manager, if any, of an authorised scheme (or in the case of a company scheme, the company; in the case of a limited partnership, the general partner; in the case of a unit trust scheme with no principal manager, the trustee); and*
- (b) *to remove the manager as provided in rule 4.07(1)(d); and*
- (c) *to approve an arrangement for the reconstruction or amalgamation of the authorised scheme with another body or scheme whether or not that other scheme is a collective investment scheme; and*
- (d) *to approve any change in the investment, borrowing or hedging powers of the scheme; and*
- (e) *to terminate the authorised scheme as provided in rule 8;*
and shall have such further or other powers as are:
 - (i) *permitted by applicable law and not inconsistent with these rules; or*
 - (ii) *required by applicable law.*

(5) All Shares for the time being unissued shall be under the control of the Directors who may allot and dispose of the same to such persons, on such terms and in such manner as they think fit. Shareholders have no right of pre-emption.

(6) None of the share capital of the Company is under option or agreed conditionally or unconditionally to be put under option.

3. VARIATION OF RIGHTS

(1) The rights attaching to any class of Shares may be varied with the consent in writing of the holders of three-fourths of the issued Shares of that class or with the sanction of a resolution passed at a separate general meeting of the holders of Shares of that class by a majority of three-fourths of the votes cast at such separate meeting. Such variation may take place whether or not the Company or any Fund is being wound up. The provisions of the Articles relating to general meetings shall apply to any such separate general meeting except that the quorum shall be the holders of at least one-third of the Shares of the relevant class.

(2) The rights attached to the Shares shall not be deemed to be varied by any variation of the rights attached to shares of any other class or by the creation or issue of any shares other than shares ranking in priority to them as respects rights in a winding up and rights of dividend.

4. WINDING UP

The Company may be voluntarily wound up at any time by Special Resolution (as defined below). The Directors are bound to convene an extraordinary general meeting for the purpose of passing a Special Resolution for the winding up of the Company if the Company's authorisation under the Protection of Investors (Bailiwick of Guernsey) Law, 2020 is revoked (unless the GFSC otherwise agrees). On a winding up a liquidator will be appointed firstly to pay the debts of the Company and then to distribute its assets amongst Shareholders, according to the rights attached to their Shares.

A Special Resolution is a resolution of Shareholders passed in general meeting consisting of 75% or more of the total votes cast for such resolution which shall be passed and delivered in accordance with section 178 of the Companies Law.

5. DIRECTORS

The Articles contain provisions relating to Directors, inter alia, as follows:

(1) Subject to the provisions of the Companies Law and provided that he has disclosed to the other Directors immediately, or as soon as practicable after becoming aware, of his interest in a transaction or a proposed transaction the nature and extent of the interest, a Director notwithstanding his office:

- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company, or in which the Company is otherwise interested;
- (b) may act by himself or through his firm in a professional capacity for the Company (otherwise than as Auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director;

- (c) may be a Director or other officer of, or employed by, or a party to any transaction or arrangement with, a shareholder of or otherwise directly or indirectly interested in, any body corporate promoted by the Company, or with which the Company has entered into any transaction, arrangement or agreement or in which the Company is otherwise interested; and
- (d) shall not by reason of his office, be accountable to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

(2) A Director shall be counted in the quorum at any meeting in relation to any resolution in respect of which he has declared an interest and may vote in respect of that matter.

(3) Subject to the Companies Law, and provided that he has disclosed the nature and extent of such interest or interests to the Directors of the Company in accordance with the Companies Law, any Director may continue to be or become a director, managing director, manager or other officer, employee or member of any company promoted by the Company or in which the Company may be interested or with which the Company has entered into any transaction, arrangement or agreement, and no Director shall be accountable for any remuneration or other benefits received by him as a director, managing director, manager or other officer or member of any other company. The Directors may exercise the voting power conferred by the shares in any other company held or owned by the Company or exercisable by them as directors of that other company, in such manner in all respects as they think fit (including the exercise of that power in favour of any resolution appointing themselves or any of them directors, managing directors, managers or other officers of that company, or voting or providing for the payment of remuneration to the directors, managing directors, managers or other officers of the company).

(4) The Directors are entitled to receive by way of fees for their services in each year such sum as the Directors shall from time to time determine subject to a maximum, in the aggregate, of US\$100,000 or such higher sum as may be determined by Ordinary Resolution, such sum to be divided amongst the Directors in such proportions and in such manner as the Directors may agree. The Directors may also be reimbursed for expenses incurred in connection with the business of the Company and may receive remuneration for special services.

(5) There is no share qualification or age limit for Directors

6. GENERAL MEETINGS

The Company shall in each year hold a general meeting as its annual general meeting in addition to any other meeting in that year. Annual general meetings shall be held at such time and place in Guernsey as may be determined by the Directors.

All general meetings (other than annual general meetings) shall be called extraordinary general meetings.

The Directors may call an extraordinary general meeting whenever they think fit and extraordinary general meetings shall be convened by such requisitions and in such manner as provided by the Companies Law and notice of the same and proceedings thereat shall be held in accordance with the provisions of the Companies Law and the Class B Rules and at all general and extraordinary general meetings subject to any special rights or restrictions for the time being attached to any class of Shares at general meetings of the Company.

7. NOTICES

Subject to any applicable deemed notice provisions of the Companies Law and unless special notice is required in accordance with that Law, at least 10 clear days' notice, inclusive of the day on which the notice is served or deemed to be served, specifying the place (being outside the United Kingdom), the day and the hour of the general meeting, and specifying also, in the case of any proposed Special Resolution, Waiver Resolution or Unanimous Resolution, the text of such proposed resolution and notice of the fact that the resolution proposed is proposed as a Special Resolution, Waiver Resolution or Unanimous Resolution (as applicable) and, in the case of special business, the general nature of such business (and in the case of an annual general meeting specifying the meeting as such), shall be given to such persons as are under the provisions of the Articles or the conditions of issue of the shares held by them entitled to receive notices from the Company.

8. SERVICE DOCUMENTS

The Articles contain provisions which include enabling communication with Shareholders by making documents available on a website. Therefore, amongst other things, notices of annual general meetings, annual reports and accounts and other notices, documents and information may be communicated to Shareholders by publication on a designated website.

Shareholders will be notified each time that a statutory communication relating to the Company or a Fund is placed on such designated website. This notification will be sent to Shareholders by post or by e-mail and will confirm the location of the relevant website. Shareholders will continue to be able to receive documents in hard copy by post upon request from the Manager.

A document sent by post is deemed to have been received:-

- (a) in the case of documents sent to an address in the United Kingdom, the Channel Islands or the Isle of Man, on the second day after the day of posting, excluding any day which is not a Business Day.
- (b) in the case of a document sent elsewhere, on the third day after the day of posting, excluding any day which is not a Business Day.

9. MISCELLANEOUS

The Company is not engaged in any litigation or arbitration proceedings and the Directors are not aware of any litigation or arbitration proceedings pending or threatened against the Company.

No commissions, discounts, brokerage or other special terms have been granted or are payable by the Company in connection with the issue or sale of any capital of the Company. Commissions payable to intermediaries may, at their request, be satisfied by the issue of Shares.

There are no arrangements whereby the Company, the Manager or the Administrator have undertaken to place business with a third party (in lieu of direct payment) in exchange for a service or benefit intended to improve the relevant party's performance.

The Manager, the Investment Adviser, the Administrator, the Custodian and any of their respective affiliates and employees will not be liable to account to the Company, any Fund or the Shareholders for any profit made from dealings with the Company, any Fund or entities to which the Company or any Fund provides finance or from dealing in Shares.

Mr Wayne Bulpitt CBE is Managing Director of the Manager and may be interested in contracts entered into with the Manager and its subsidiaries.

None of the Directors is or was interested in any transaction with the Company which is or was unusual in its nature or conditions or significant to the Company.

No Director or any connected person has any interest, direct or indirect, in the Shares except as declared in the Annual Financial Statements.

Details of any directorships that are held and have been held in the past five years by the Directors are available to any potential holder at the registered office of the Company.

As at the date of this document the Company has no loan capital (including term loans) outstanding or created but unissued and no outstanding mortgages, charges or other borrowings or indebtedness in the nature of borrowings including bank overdrafts and liabilities under acceptances or acceptance credits, hire purchase or finance lease commitments, guarantees or other contingent liabilities.

Each of the Management Agreement, Investment Advisory Agreement, Administration, Secretarial, Registrar and Paying Agreement and the Custodian Agreement are governed by Guernsey law and the Guernsey courts shall have the jurisdiction to settle any actions arising in connection with any of those agreements. Guernsey law will also govern the rights, obligations and relationships of the Shareholders with the Company and the Guernsey courts shall have the jurisdiction to settle any actions arising in connection with the Company and/or any Fund.

Subject to the provisions and requirements of Guernsey's reciprocal enforcement legislation, the Royal Court of Guernsey should recognise as a valid judgment and, without review of its substance, enforce any final and conclusive judgment obtained against the Company or the Manager in the High Court of Justice in England & Wales provided that that the judgment is:

- 1) final and conclusive as between the parties;
- 2) in respect of a sum of money (not being a sum payable in respect of taxes or other charges of a like nature or in respect of a fine or other penalty);
- 3) not obtained by fraud; and
- 4) not contrary to public policy in Guernsey.

The Courts of Guernsey may also recognise any final and conclusive judgment under which a sum of money is payable (not being a sum payable in respect of taxes or other charges of a like nature or in respect of a fine or other penalty) obtained against the Company or the Manager in the courts of any other territory deemed to have jurisdiction in accordance with the principles of private international law as applied by Guernsey law (which are broadly similar to the principles accepted under English law) and such judgment should be sufficient to form the basis of proceedings in the Guernsey Courts for a claim for liquidated damages in the amount of such judgment. In such proceedings, the Guernsey Courts should not re-hear the case on its merits save in accordance with such principles of private international law.

10. DOCUMENTS FOR INSPECTION

Copies of the following documents are available for inspection during normal business hours on any working day in Guernsey (public holidays excepted) at the registered office of the Company:

- (1) the Memorandum and Articles of Incorporation of the Company;
- (2) the Management Agreement, Investment Advisory Agreement, Administration, Secretarial, Registrar and Paying Agent Agreement and Custodian Agreement.
- (3) the Companies Law;
- (4) a list of any other directorships held by the Directors in the past five years and
- (5) a Register of shareholders.

Revised September 2024 .

APPENDIX 2

DATA PROTECTION NOTICE

This data protection notice applies to personal information about you that is collected from your application to subscribe for Shares in a Fund. Defined terms that are not otherwise defined in this data protection notice shall have the same meanings as set out in the Offering Memorandum for Hansa Fund PCC Limited (the "**Company**").

In accordance with the General Data Protection Regulation (679/2016/EU) (the "**GDPR**") and the Data Protection (Bailiwick of Guernsey) Law, 2017, as amended (collectively, the "**Data Protection Legislation**"), the Company, being the data controller for the purposes of an application to subscribe for Shares in the Company, must provide you with information on how the personal data that you provide as part of your application to subscribe for Shares will be processed.

Where your details are provided to the Company as a consequence of your investment in a Fund, then the Company, acting as a data controller, may itself (or through a third party such as JTC Fund Solutions (Guernsey) Limited (the "**Administrator**") acting in its capacity as the Company's administrator) process your personal information or that of your directors, officers, employees and/or beneficial owners. When processing your personal information there may also be times where the Administrator will act as a data controller. Hanseatic Asset Management LBG (the "**Manager**"), acting in its capacity as the Company's manager and as a data controller, will also process your personal information. In connection with this, please note the following:

1. Contact details

The Company and the Manager, as separate and independent data controllers, have appointed the Administrator as a data processor. The Company can be contacted via the Administrator at the following address:

Hansa Fund PCC Limited
Ground Floor
Dorey Court
Admiral Park
St Peter Port
Guernsey
GY1 2HT

The Manager can be contacted at the following address:

Hanseatic Asset Management LBG
2nd Floor, Lefebvre Place
Lefebvre Street
St Peter Port
Guernsey GY1 2JP

2. Purposes of processing and legal basis for processing

The personal data collected from you or provided by you, or on your behalf, in connection with your application for Shares may be processed by the Company, the Manager or the Administrator (or any of their affiliates, agents, employees, delegates or sub-contractors) for the following purposes:

(a) Performance of the contract:

- (i) to facilitate the opening of your account with the management and administration of your holdings in the Company and any related account on an on-going basis which are necessary for the performance of your contract with the Company, including without limitation the processing of redemption, conversion, transfer and additional subscription requests and the payment of distributions;
- (ii) to update and maintain records and fee calculations; and
- (iii) circulating periodic reports relating to a Fund and the Company.

(b) Compliance with a legal obligation:

- (i) in order to carry out anti-money laundering checks and related actions which the Company, the Manager or the Administrator considers appropriate to meet any legal obligations imposed on the Company, the Manager or the Administrator relating to the prevention of fraud, money laundering, terrorist financing, bribery, corruption, tax evasion and to prevent the provision of financial and other services to persons who may be subject to economic or trade sanctions, on an on-going basis, in accordance with the Company's, the Manager's and the Administrator's anti-money laundering procedures; and
- (ii) to report tax related information to tax authorities in order to comply with a legal obligation.

(c) Pursuing the legitimate interests of the Company, the Manager or the Administrator, including:

- (i) in relation to the prevention of fraud, money laundering, terrorist financing, bribery, corruption, tax evasion and to prevent the provision of financial and other services to persons who may be subject to economic or trade sanctions, on an on-going basis, in accordance with the Company's, the Manager's and the Administrator's anti-money laundering procedures;
- (ii) carrying out statistical analysis and market research;
- (iii) recording, maintaining, storing and using recordings of telephone calls that you make to and receive from the Company, the Administrator or the Manager and their delegates or duly appointed agents and any of their respective related, associated or affiliated companies for (i) processing and verification of instructions, (ii) investigation and fraud prevention purposes, (iii) for crime detection, prevention, investigation and prosecution, (iv) to enforce or defend each of the Company, the Manager or the Administrator and its affiliates, itself or through third parties to whom it delegates such responsibilities or rights in order to comply with any legal obligation imposed on the Company, the Manager or the Administrator, (v) to pursue the Company's, the Manager's or the Administrator's legitimate interests in relation to such matters or (vi) where the processing is in the public interest;
- (iv) to monitor and record calls for quality, business analysis, training and related purposes in order to pursue the legitimate interests of the Company, the Manager or the Administrator to improve its service delivery;
- (v) to disclose information to other third parties such as service providers of the Company, the Manager, the Administrator, auditors, regulatory authorities and technology providers; and
- (vi) to retain AML and other records of individuals to assist with the subsequent screening of them by the Administrator including in relation to other funds or clients of the Administrator in pursuance of the Administrator's and its clients' legitimate interests.

Please note that where personal data is processed for purposes of legitimate interests, you have a right to object to such processing and the Company, the Manager and the Administrator will no longer process the personal data unless the Company, the Manager or the Administrator can demonstrate compelling legitimate grounds for the processing which override your interests, rights and freedoms or for the establishment, exercise or defence of legal claims.

3. *Sensitive Information*

The Company, the Manager and the Administrator shall only collect, use and otherwise process information revealing racial or ethnic origin, political opinions, religious beliefs or relating to your health or sexual orientation, criminal offences or proceedings or otherwise which is treated by applicable Data Protection Legislation as "special" category personal information, where and only to the extent that you have given your explicit consent unless we are otherwise permitted or required to collect, use and process such information under applicable Data Protection Legislation.

4. *Direct Marketing*

From time to time, one or more of the Company or the Manager may send you information about other products and services that they offer by letter, by telephone, by email or by other reasonable means of communication. The Company or the Manager will only send such information to you to the extent that doing so is in the legitimate business interests of the Company or the Manager. You have a right to opt-out from receiving such information at any time by contacting the Manager at admin@hamlbq.com or the Administrator at GDPR-Guernsey@itcgroup.com.

5. *Profiling and Screening*

The Company, the Manager and their appointed data processors, including the Administrator, engage in politically exposed person screening for the purposes of complying with anti-money laundering and counter terrorist financing legislation and with UN, EU and other applicable sanctions regimes.

6. *Disclosures to Data Processors and/or Third Parties*

The Company and the Manager may disclose your personal information as follows:

- (a) to its service providers, including the Administrator and its affiliates, and other third party service providers engaged by the Company or the Manager in order to process the data for the above mentioned purposes. These data processors will handle your information in accordance with applicable Data Protection Legislation; and
- (b) to competent authorities (including tax authorities), courts and bodies as required by law or requested or to affiliates for internal investigations and reporting.

7. *Transfers Abroad*

The disclosure of personal information to the third parties set out above may involve the transfer of data to the USA and other jurisdictions outside the European Economic Area (EEA) in accordance with the requirements of the Data Protection Legislation. Such countries may not have the same data protection laws as your jurisdiction. The Company and the Manager have authorised the Administrator to put in place Standard Contractual Clauses with relevant parties to whom personal data will be transferred if they are required. Please contact the Administrator for copies of such Standard Contractual Clauses that have been entered into on behalf of the Company and the Manager.

8. *Retention period*

The Company, the Manager and the Administrator will retain your personal information for as long as required for the Company, the Manager and the Administrator to perform investigations depending on whether additional legal or regulatory obligations mandate that the Company, the Manager or the Administrator retains your personal information.

9. *Your data protection rights*

Please note that you have the following rights under the Data Protection Legislation in relation to your personal information. In each case, the exercise of these rights is subject to the provisions of the Data Protection Legislation:

- (a) You have a right of access to and the right to amend and rectify your personal data.
- (b) You have the right to have any incomplete personal data completed.
- (c) You have a right to lodge a complaint with a supervisory authority, in particular in the EU Member State of your habitual residence, place of work or place of the alleged infringement, or in Guernsey if you consider that the processing of personal data relating to you carried out by the Company, the Manager or the Administrator infringes the Data Protection Legislation.
- (d) You have a right to request that your personal information is erased (in certain specific circumstances).
- (e) You have a right to restrict processing (in certain specific circumstances).
- (f) You have a right to data portability (in certain specific circumstances).
- (g) You also have the right to object to processing where personal data is being processed for marketing purposes and also where the Company, the Manager or the Administrator is processing personal data for legitimate interests.

10. *Failure to provide personal data*

The provision by you of personal data, as outlined in the section above titled "Purposes of processing and legal basis for processing" is required for us to accept your application to subscribe for Shares and manage and administer your holdings in the Fund(s) and so that we can comply with the legal, regulatory and tax requirements referenced above. Where you fail to provide such personal data the Company, the Manager and the Administrator will not be able to accept your application, or to the extent that they do accept your application and the required personal data is not provided within the specified timeframe, the Company, the Manager and the Administrator may be required to discontinue their business relationship with you.

Your personal information will be handled by the Administrator or its duly appointed delegates as data processor for the Company and the Manager in accordance with the Data Protection Legislation.

11. *Complaints*

You have the right, at all times, to notify a complaint to the relevant supervisory authority under the Data Protection Legislation, such as the Guernsey Data Protection Commissioner, although the Company, the Manager and the Administrator would welcome the opportunity to discuss and resolve any complaint with you first.

APPENDIX 3

APPLICATION AND REDEMPTION PROCEDURE

Your attention is drawn to the fact that telephone conversations with the Manager and the Administrator and its delegates may be recorded.

The Manager will acknowledge receipt of all instructions received.

Application Procedure

Applications for Shares in any Fund should be made in writing, by completing an application form and forwarding it by post e-mail or facsimile, to the Manager, at the address given below:-

Hanseatic Asset Management LBG
2nd Floor Floor, Lefebvre Place
Lefebvre Street
St Peter Port
Guernsey GY1 2JP
Facsimile Number +44 (0) 1481 730657
[Email admin@hamlbq.com](mailto:admin@hamlbq.com)

Application forms and cleared funds must be received by the Manager by the relevant Valuation Point as set out in the relevant Supplement to this document (normally being 5:00 pm on the last day of each month). If the application form is sent by e-mail or facsimile, the original should be delivered within ten Business Days, to the Manager.

The minimum initial subscription for Shares in any Fund is US\$100,000 and additional subscriptions in any Fund must be for at least US\$25,000 unless agreed otherwise by the Manager.

Applicants who wish to remit their monies by electronic transfer should send a copy of their instructions with the application form. Payment instructions for U.S. Dollars are (instructions for other currencies are available on request from the Manager):

Bank:	Bank of New York Mellon, New York
Swift Code:	IRVTUS3NXXX
Fedwire :	021000018
For:	Butterfield Bank (Guernsey) Limited
Swift Code:	BNTBGGXXXX
Account No:	8901213829
	Favour of: Hanseatic Asset Management LBG Hansa Fund
	Client Account
Account number:	10055001
IBAN Number:	GB75BNTB60839810055001
Reference:	(name of investor)

It should be noted that applications accompanied by a cheque or banker's draft might be subject to clearance delays, depending on where it is drawn.

Cleared funds must be received by the Manager no later than 5:00 p.m. (Guernsey time) on the Valuation Day unless agreed otherwise by the Manager.

Any subscription monies received other than the base currency of the relevant Fund will be converted by the Manager on behalf of the Company to the base currency of the relevant Fund at the relevant spot rate of exchange offered by the Company's bankers (on its normal terms and conditions) on acceptance of the subscription.

Pending the issue and allotment of Shares, monies received in respect of the subscription price shall be held in a client subscription account, and all interest thereon shall accrue to the applicable Fund to which the application relates.

A contract note will be sent to the applicant on acceptance of the application within 12 Business Days of the Dealing Day, containing details of the Net Asset Value per Share of the relevant Fund. Applicants will be allocated a shareholder account number, which should be quoted in any correspondence by the Shareholder with the Manager.

Redemption Procedure

Shares may be redeemed on any Dealing Day of the relevant Fund as specified in the relevant Supplement to this document, provided written notice has been received by the Manager together with any other evidence of title by 5.00 p.m. (Guernsey time) at least one calendar month in advance of the relevant Dealing Day. Redemption notices may be given by facsimile or by e-mail but the Manager reserves the right to require written confirmation prior to settlement.

At the request and risk of the Shareholder the redemption proceeds will be paid by an electronic transfer to the nominated bank account as specified in the redemption payment instructions in the original application form, unless specified otherwise in accordance with the procedure set out below. If payment is to be made other than to the bank account specified in the Redemption Payment Instruction in the original application form or the account from which the subscription monies were received, then such revised payment instruction must be notified to the Manager in advance in writing. In the case of joint Shareholders, all must sign the revised payment instructions.

Payments by electronic transfer will be at the expense of the Shareholder.

Please note that no third party payments will be made except with the express agreement of the Manager. The Manager will require details relating to the third party and may need to undertake additional AML/CFT checks before making the payment. The Manager reserves the right to request any documentation in support of such third party payment and reserves the right to refuse to effect such payment.

Anti-Money Laundering & Countering the Financing of Terrorism Disclosure and Agreement

The Manager, the Administrator and the Company comply with applicable AML/CFT legislation and guidance. In particular, they must meet the criteria set by the GFSC and any legal and regulatory requirements in Guernsey from time to time. None of the Manager, the Administrator nor the Company accepts cash or money derived from, or intended for use in, any illegal activity. To comply with its AML/CFT obligations, the Manager and/or the Administrator will seek, and investors will be required to provide, any information and documentation required to ensure AML/CFT compliance.

By investing in the Company, investors agree to provide truthful information and documentation, upon request, regarding their identity, background, source of investment income, and any other matters that the Manager and/or the Administrator deem necessary to comply with applicable AML/CFT legislation and guidance.

Investors further agree that, if they are investing on behalf of a third party, they have obtained sufficient information about that third party to determine that the party (a) is not involved in illegal activities, and (b) is investing funds from a legitimate source.

Information and documentation required by the Manager and/or the Administrator are detailed in the application form. The Manager and/or the Administrator may also require references from other financial institutions and other information and documentation that the Manager and/or the Administrator deems necessary to ensure compliance with applicable laws and regulations, including AML/CFT legislation and guidance.

Pending the provision of information and documentation sufficient to satisfy the Manager's and/or the Administrator's AML/CFT obligations, the Manager may retain an investor's money without issuing or transferring Shares to the applicant. Interest (if any) earned on subscription monies held by the Manager pending satisfaction of these requirements will be added to the assets of the Company. If sufficient information and documentation is not provided within a reasonable period of time, the Manager may return the investor's money without processing the subscription. The Manager and/or the Administrator reserves the right to reject any subscription or to redeem any shareholdings if the Manager and/or the Administrator deems such action necessary to comply with any legal obligation or if the Manager and/or the Administrator believes that an investor has failed to provide truthful information or documentation, as requested by the Manager and/or the Administrator, regarding the investor's identity, background, source of investment funds, or other information or documentation relevant to the Manager's and/or the Administrator's AML/CFT obligations.

A new investor into the Company need only complete the information requested once. This information will be kept on file and will only need to be updated should there be any relevant changes made, or, if there is a requirement for out-of-date documentation to be updated. If further documentation is requested, payment of any redemption proceeds may be delayed pending receipt of such documentation.

APPENDIX 4

SUPPLEMENT RELATING TO HANSA GLOBAL EQUITY FUND

(the “Fund”)

1. DEFINITIONS

In this Supplement capitalised terms not otherwise defined have the meaning ascribed to them in the Company’s principal offering memorandum from time to time (the “**Offering Memorandum**”). The following expressions have the following meanings when used in relation to the Fund:

“ Benchmark Return ”	a rate equal to a 60:40 composite of the United States of America Urban Consumer Price Index (“US CPI”) annual inflation rate and the Eurozone Consumer Price Index (“Eurozone CPI”) annual inflation rate plus 2% per annum;
“ Dealing Day ”	the fifth Business Day following the Valuation Point in each month or, such other days as the Directors may determine;
“ Fund ”	Hansa Global Equity Fund;
“ High Water Mark ”	in respect of any Share or fraction of Share, the greater of the Net Asset Value per Share at which such Share or fraction of Share was issued and the highest Net Asset Value per Share at the end of any previous annual accounting period;
“ Net Asset Value ”	the net asset value of the Shares in the Fund, calculated in accordance with the Offering Memorandum;
“ Shares ”	participating redeemable preference shares with limited voting rights of US\$0.01 each par value in the Fund issued by the Company and having the rights set out in the Offering Memorandum; and
“ Valuation Point ”	17:00 hours Greenwich Mean Time on the last day of each month.

2. KEY FEATURES

The Fund is designed to permit investors to participate in a diversified portfolio of global equity investments.

Investment Objective

The investment objective of the Fund is to maximise the long term total return on assets whilst maintaining the preservation of capital.

Investment Policy

The Fund will primarily invest in global equities either through specialist funds or by direct investment.

The specialist funds may be established in different jurisdictions to the Fund, which will be identified in the reports for the Fund.

Uninvested cash balances may vary according to the investment outlook and may represent a significant proportion of the Fund's assets during periods of expected poor returns. The Fund may engage in "short sales", that is, the practice of selling securities which are borrowed from a third party, if future declines in the price of securities are expected.

Strategy

In pursuance of the Fund's Investment Objective and Policy the Manager will apply three distinct processes to the investment allocation and identification.

1. Allocation

The Manager will determine, implement and monitor the allocation of the Fund's assets, initially between cash and money at risk and then, by geographical and specialist sectors.

2. Selection

The Manager seeks to add further value in the selection of investments driven by both performance criteria and the investment style or specific securities both within the geographic and sector allocation.

3. Risk

The Manager will implement, manage and monitor a risk reporting system that ensures the level of risk taken by the Fund is commensurate with the Fund's policy and restrictions as set out below; using derivative products to hedge risks when deemed appropriate.

Borrowing

The Fund may borrow where it is felt this may assist in achieving its investment policy. The Directors are also authorised to borrow on a temporary basis in order to fund redemption requests and to make new investments pending receipt of proceeds of realisation of investments. In accordance with the Articles, the Directors have resolved that borrowings will not exceed 20% of the Fund's Net Asset Value.

The Fund may engage in "short sales," that is, the practice of selling securities which are borrowed from a third party, if future declines in the price of securities are expected.

Hedging

The Fund may enter into hedging transactions where the Manager believes it is appropriate. The margins together with the premiums payable for such transactions shall not exceed 5% of the Fund's Net Asset Value.

Investment Restrictions

In managing the Fund, the Manager will comply with the following restrictions:

1. Not more than 25% of the Fund may be invested in any one investment.
2. Not more than 10% of the Fund may be invested in unquoted securities (excluding collective investment schemes).
3. No direct investment may be made in physical commodities.

Compliance with these restrictions will be measured as at the time an investment is made by the Fund and there will be no obligation on the Manager to make changes as a result of subsequent changes in market values.

The Directors are permitted to amend the investment objective, policy, strategy and restrictions (including any borrowing and hedging powers) applicable to the Fund provided that no material change shall be effected without Shareholders being given a Dealing Day's notice of such change. Shareholders will not be required to approve any amendments to the investment objective, policy, strategy and restrictions (including any borrowing and hedging powers) applicable to the Fund although the Directors reserve the right to seek approval from Shareholders by Extraordinary Resolution if it considers it appropriate to do so.

Distributions

The Fund distributes substantially all of its net income (if any) by way of an annual dividend. Unless requested by Shareholders, dividends will be reinvested and applied in acquiring additional Shares at prices prevailing on the next Dealing Date after the due date for the payment of dividends has been announced.

Redemptions

To avoid undue delay, where redemption requests in the Fund have been deferred in accordance with the provisions of the Offering Memorandum there will be weekly Dealing Days, on Thursday of each week with a Valuation Point of 5:00pm Greenwich Mean Time on the previous day, until all such requests have been satisfied in full.

Reporting Fund Status and Distributor Status

The Fund has been certified as a reporting fund for UK tax purposes by HM Revenue & Customs ("HMRC") from 1 January 2010, and whilst the Company will endeavour to ensure that the appropriate conditions for reporting fund status continue to be met in the future, there can be no guarantee that they will continue to be met for future accounting periods of the Fund.

The Company previously applied for the Fund to have Distributor Fund status for UK tax purposes and this has been granted for the years up to and including the year ended 31 December 2009.

Whereas certification as a distributing fund is granted retrospectively, the reporting fund regime requires an offshore fund to seek advance approval from HMRC to be treated as a reporting fund. Once an offshore fund has been granted reporting fund status, it maintains that status for so long as it continues to satisfy the conditions to be a reporting fund, without an application for further certification by HMRC.

Base Currency

The base currency of the Fund is US Dollars.

Risk Factors

Investors in the Fund should refer to the general risk factors set out on page 28 of the Offering Memorandum which apply to an investment in the Fund and the Company generally.

Fees and Expenses

The Manager

The Manager is entitled to a monthly fee from the Fund calculated at an annual rate equal to 1.00% of the Net Asset Value of the Fund (the "Management Fee"). The Management Fee is payable in arrears as of the last Valuation Point in each month.

In addition the Manager is entitled to receive a performance fee payable by reference to individual shareholdings rather than to the Fund as a whole.

The Manager is entitled, at its sole and absolute discretion, to reduce or rebate its Management and/or its performance fee. Such reduction or rebate may be applied generally in respect of all investors in the Fund, or may be applied with respect to a certain investor or investors only. The Manager is entitled to set the criteria that must be met for any reduction or rebate to take place. However, the Manager expects (without limitation) that the factors that might give rise to a management / performance fee reduction or rebate are the size of the investment by the investor, and/or whether an investor transferred the assets of a private portfolio managed by the Manager into the Fund (and in which case, the Manager would take into account the level of fees paid by that investor to the Manager prior to the transfer).

The performance fee shall be payable annually in respect of each Share and shall be 10% of the amount by which its Net Asset Value per Share at the calculation date (being the annual accounting date) exceeds the higher of the High Watermark and the Net Asset Value per Share at the end of the previous accounting period adjusted by any dividend per Share paid and the Benchmark Return. The High Watermark shall be the higher of the issue price and the Net Asset Value per Share as at the last calculation date at which a performance fee was payable on such Share. The Manager has no obligation to restore to the Fund Performance Fees previously earned and paid, notwithstanding any underperformance in a subsequent period.

The performance fee shall also be payable on the redemption or transfer of any Share and shall be equal to 10% of the amount by which the Net Asset Value per Share at the date of redemption or transfer exceeds the higher of the High Watermark and the Net Asset Value per Share at the end of the previous accounting period adjusted by any dividend per Share paid and the Benchmark Return.

The Directors will redeem such part of any shareholder's holding of Shares or of the Shares being redeemed or transferred as is necessary to make payment of the performance fees relating to each shareholder. The Fund has undertaken to the Manager to administer such transfer as soon as practicable and in any event with effect from close of business on the first Dealing Day following the issuance of the annual audited report and accounts of the Fund for any annual performance fee payable, and in respect of intra-year redemption or transfer of shares any performance fee will be effective from close of business after the first Dealing Day following the date of redemption or transfer. The Manager has applied to the Fund for the immediate repurchase by the Fund of all such fractions of Shares so transferred to it and the Fund has undertaken to effect such repurchases on the first Dealing Day following the issuance of the annual audited report and accounts of the Fund.

The Benchmark Return

The Benchmark Return for the Fund is a rate equal to a 60:40 composite of the United States of the US CPI annual inflation rate and the Eurozone CPI annual inflation rate respectively plus 2% per annum.

The US CPI is compiled and published by the US Bureau of Labor Statistics and published on Bloomberg with the ticker CPURNSA Index.

The Eurozone CPI is compiled and published by Eurostat, and published on Bloomberg with the ticker EACPI.

The US CPI annual inflation for an accounting period of the Company is calculated by dividing the ending index value for that accounting period by the starting index value of that accounting period and subtracting one (the "US CPI Return").

The Eurozone CPI annual inflation for an accounting period of the Company is calculated by dividing the ending index value of that accounting period by the starting index value of that accounting period and subtracting one (the "Eurozone CPI Return").

The Benchmark Return ("A") is equal to 2% in excess of the annual 60:40 composite of the US CPI Return ("B") and the Eurozone CPI Return ("C") using the following formula:

$$A = ((B \times 0.6) + (C \times 0.4)) + 2\%$$

It should be noted that the impact of US CPI and Eurozone CPI fluctuations may produce a negative Benchmark Return.

The Benchmark Return can be varied from time to time with the sanction of an ordinary resolution of Shareholders. Because the Fund's assets are recorded in the Fund's annual financial statements at their market value, the Performance Fee will reflect any net changes in unrealised appreciation or depreciation in the value of the Fund's portfolio as of the last Valuation Day of each year as well as gains and losses realised during the year and net investment income or loss.

The Manager will account to the Fund for payments received by way of commission, discount and rebates in respect of investments made by the Fund unless otherwise agreed by the Directors.

The Investment Adviser

The fees of the Investment Adviser are payable by the Manager at no additional cost to the Fund.

The Administrator

The Administrator is entitled to the fees as set out in the Offering Memorandum.

The Custodian

The Custodian is entitled to an annual fee payable by the Fund which is not expected to exceed 0.05% of the Net Asset Value of the Fund. Such fee is calculated and payable monthly and is subject to an annual minimum fee of US\$25,000, payable in equal monthly instalments in arrears. A transaction fee is also payable to the Custodian by the Fund in respect of each investment transaction (purchases, sales and corporate actions of any description) entered into by the Fund. The fees of any sub-custodians will be borne by the Fund and will be at normal commercial rates.

The Manager's, Administrator's and Custodian's fees shall only be increased (and additional expenses shall only be introduced) on the basis of Shareholders being given a Dealing Day's notice of such change. Shareholders will not be required to approve increases in fees and expenses payable by the Company although the Directors reserve the right to seek approval from Shareholders by Extraordinary Resolution in lieu of the provision of a Dealing Day's notice of the changes if they consider it appropriate to do so.

Operating Expenses and Formation Costs

All expenses relating to the investments of the Fund and all operating expenses are borne by the Fund. These expenses will include, but are not limited to:-

- (1) brokerage, commissions, stamp duties and taxes, if any;
- (2) the formation costs, Directors' fees, travelling expenses and listing fees;
- (3) costs relating to the purchase, registration, custody, sub-custody and realisation of investments; and
- (4) auditor's fees, legal fees, printing charges, fees payable to the GFSC and the States of Guernsey Income Tax Authority and the expenses of publishing the prices of Shares.

In addition, the Manager, the Investment Adviser, the Custodian and the Administrator will be entitled to reimbursement of out-of-pocket expenses reasonably incurred by them in the performance of their duties for the Fund.

The costs and expenses of forming the Fund have been written off.

APPENDIX 5

SUPPLEMENT RELATING TO HANSA HARBOUR FUND

(the “Fund”)

1. DEFINITIONS

In this Supplement capitalised terms not otherwise defined have the meaning ascribed to them in the Company’s principal offering memorandum from time to time (the “**Offering Memorandum**”). The following expressions have the following meanings when used in relation to the Fund:

“ Benchmark Return ”	0.75% per annum in excess of a 60:40 composite of the JPM Cash US 3 Month TR USD Index and the JPM Cash EU 3 Month TR EUR Index ;
“ Dealing Day ”	the fifth Business Day following the Valuation Point in each month or, such other days as the Directors may determine;
“ Fund ”	Hansa Harbour Fund;
“ High Water Mark ”	in respect of any Share or fraction of Share, the greater of the Net Asset Value per Share at which such Share or fraction of Share was issued and the highest Net Asset Value per Share at the end of any previous annual accounting period;
“ Net Asset Value ”	the net asset value of the Shares in the Fund, calculated in accordance with the Offering Memorandum;
“ Shares ”	participating redeemable preference shares with limited voting rights of US\$0.01 each par value in the Fund issued by the Company and having the rights set out in the Offering Memorandum; and
“ Valuation Point ”	17:00 hours Greenwich Mean Time on the last day of each month.

2. KEY FEATURES

The Fund is designed to permit investors to participate in a diversified portfolio of funds across multiple asset classes. It is intended that the Fund will typically show less correlation to global markets than long-only equity funds, and therefore will be beneficial for investors who are seeking to diversify their portfolios.

Investment Objective

The investment objective of the Fund is to both help preserve capital at points of market distress and to have a generally lower correlation with other asset classes, especially equities.

Investment Policy

The Fund will invest in a wide range of assets and their derivatives such that it meets its investment objectives of preserving capital and the investment in assets with lower correlations. Typically this will be through the investment in funds or by direct investments.

The underlying funds in which the Fund may invest may be established in different jurisdictions to the Fund, which will be identified in the reports for the Fund.

Strategy

In pursuance of the Fund's Investment Objective and Policy the Manager will apply three distinct processes to the investment allocation and identification.

1. Allocation

The Manager will determine, implement and monitor the allocation of the Fund's assets. The Fund will utilise a wide range of strategies, blending the assets in such a way that the investment objectives are met.

2. Selection

The Manager seeks to add further value in the selection of investments driven by both performance criteria and the investment style or specific securities both within the geographic and sector allocation.

3. Risk

The Manager will implement, manage and monitor a risk reporting system that ensures the level of risk taken by the Fund is commensurate with the Fund's policy and restrictions as set out below; using derivative products to hedge risks when deemed appropriate.

Borrowing

The Fund may borrow where it is felt this may assist in achieving its investment policy. The Directors are also authorised to borrow on a temporary basis in order to fund redemption requests and to make new investments pending receipt of proceeds of realisation of investments. In accordance with the Articles, the Directors have resolved that borrowings will not exceed 20% of the Fund's Net Asset Value.

The Fund may engage in "short sales," that is, the practice of selling securities which are borrowed from a third party, if future declines in the price of securities are expected.

Hedging

The Fund may enter into hedging transactions where the Manager believes it is appropriate. The margins together with the premiums payable for such transactions shall not exceed 5% of the Fund's Net Asset Value.

Investment Restrictions

In managing the Fund, the Manager will comply with the following restrictions:

- (1) Not more than 20% of the Fund may be invested in any one investment.
- (2) Not more than 10% of the Fund may be invested in unquoted securities (excluding collective investment schemes).

Compliance with these restrictions will be measured as at the time an investment is made by the Fund and there will be no obligation on the Manager to make changes as a result of subsequent changes in market values.

The Directors are permitted to amend the investment objective, policy, strategy and restrictions (including any borrowing and hedging powers) applicable to the Fund provided that no material change shall be effected without Shareholders being given a Dealing Day's notice of such change. Shareholders will not be required to approve any amendments to the investment objective, policy, strategy and restrictions (including any borrowing and hedging powers) applicable to the Fund although the Directors reserve the right to seek approval from Shareholders by Extraordinary Resolution if it considers it appropriate to do so.

Distributions

The Fund distributes substantially all of its net income (if any) by way of an annual dividend. Unless requested by Shareholders, dividends will be reinvested and applied in acquiring additional Shares at prices prevailing on the next Dealing Date after the due date for the payment of dividends has been announced.

Redemptions

To avoid undue delay, where redemption requests in the Fund have been deferred in accordance with the provisions of the Offering Memorandum there will be weekly Dealing Days, on Thursday of each week with a Valuation Point of 5:00pm Greenwich Mean Time on the previous day, until all such requests have been satisfied in full.

Reporting Fund Status

The Company has applied and been certified as a reporting fund for UK tax purposes by HM Revenue & Customs ("HMRC"), and whilst the Company will endeavour to ensure that the appropriate conditions for reporting fund status continue to be met, there can be no guarantee that they can be met now or for future accounting periods of the Fund.

The reporting fund regime requires an offshore fund to seek advance approval from HMRC to be treated as a reporting fund. Once an offshore fund has been granted reporting fund status, it maintains that status for so long as it continues to satisfy the conditions to be a reporting fund, without an application for further certification by HMRC.

Base Currency

The base currency of the Fund is US Dollars.

Risk Factors

Investors in the Fund should refer to the general risk factors set out on page 28 of the Offering Memorandum which apply to an investment in the Fund and the Company generally.

Fees and Expenses

The Manager

The Manager is entitled to a monthly fee from the Fund calculated at an annual rate equal to 1.00% of the Net Asset Value of the Fund (the "Management Fee"). The Management Fee is payable in arrears as of the last Valuation Point in each month.

In addition the Manager is entitled to receive a performance fee payable by reference to individual shareholdings rather than to the Fund as a whole.

The Manager is entitled, at its sole and absolute discretion, to reduce or rebate its Management and/or its performance fee. Such reduction or rebate may be applied generally in respect of all investors in the Fund, or may be applied with respect to a certain investor or investors only. The Manager is entitled to set the criteria that must be met for any reduction or rebate to take place. However, the Manager expects (without limitation) that the factors that might give rise to a management / performance fee reduction or rebate are the size of the investment by the investor, and/or whether an investor transferred the assets of a private portfolio managed by the Manager into the Fund (and in which case, the Manager would take into account the level of fees paid by that investor to the Manager prior to the transfer).

The performance fee shall be payable annually in respect of each Share and shall be 10% of the amount by which its Net Asset Value per Share at the calculation date (being the annual accounting date) exceeds the higher of the High Watermark and the Net Asset Value per Share at the end of the previous accounting period adjusted by any dividend per Share paid and the Benchmark Return. The High Watermark shall be the higher of the issue price and the Net Asset Value per Share as at the last calculation date at which a performance fee was payable on such Share. The Manager has no obligation to restore to the Fund Performance Fees previously earned and paid, notwithstanding any underperformance in a subsequent period.

The performance fee shall also be payable on the redemption or transfer of any Share and shall be equal to 10% of the amount by which the Net Asset Value per Share at the date of redemption or transfer exceeds the higher of the High Watermark and the Net Asset Value per Share at the end of the previous accounting period adjusted by any dividend per Share paid and the Benchmark Return.

The Directors will redeem such part of any shareholder's holding of Shares or of the Shares being redeemed or transferred as is necessary to make payment of the performance fees relating to each shareholder. The Fund has undertaken to the Manager to administer such transfer as soon as practicable and in any event with effect from close of business on the first Dealing Day following the issuance of the annual audited report and accounts of the Fund for any annual performance fee payable, and in respect of intra-year redemption or transfer of shares any performance fee will be effective from close of business after the first Dealing Day following the date of redemption or transfer. The Manager has applied to the Fund for the immediate repurchase by the Fund of all such fractions of Shares so transferred to it and the Fund has undertaken to effect such repurchases on the first Dealing Day following the issuance of the annual audited report and accounts of the Fund.

The Benchmark Return

The Benchmark Return for the Fund is 0.75% per annum in excess of a 60:40 composite of the JPM Cash US 3 Month TR USD Index ("JPM US Cash Index") and the JPM Cash EU 3 Month TR EUR Index ("JPM EUR Cash Index").

The JPM US Cash Index and JPM EUR Cash Index are compiled by JP Morgan and published on Morningstar.

The Benchmark Return ("A") is equal to 0.75% per annum in excess of a 60:40 composite of the JPM USD Cash Index ("B") and JPM EUR Cash Index ("C") using the following formula:

$$A = ((1 + 0.6 \cdot B + 0.4 \cdot C)^{12 + 0.75\%})^{(1/12)} - 1$$

It should be noted that the impact of JPM USD Cash Index and JPM EUR Cash Index fluctuations may produce a negative Benchmark Return.

The Benchmark Return can be varied from time to time with the sanction of an ordinary resolution of Shareholders or through written notification to Shareholders provided that Shareholders are provided with the opportunity to redeem their Shareholding prior to the change in Benchmark taking effect. Because

the Fund's assets are recorded in the Fund's annual financial statements at their market value, the Performance Fee will reflect any net changes in unrealised appreciation or depreciation in the value of the Fund's portfolio as of the last Valuation Day of each year as well as gains and losses realised during the year and net investment income or loss.

The Manager will account to the Fund for payments received by way of commission, discount and rebates in respect of investments made by the Fund unless otherwise agreed by the Directors.

The Investment Adviser

The fees of the Investment Adviser are payable by the Manager at no additional cost to the Fund.

The Administrator

The Administrator is entitled to the fees as set out in the Offering Memorandum.

The Custodian

The Custodian is entitled to an annual fee payable by the Fund which is not expected to exceed 0.03% of the Net Asset Value of the Fund. Such fee is calculated and payable monthly and is subject to an annual minimum fee of US\$15,000, payable in equal monthly instalments in arrears. A transaction fee is also payable to the Custodian by the Fund in respect of each investment transaction (purchases, sales and corporate actions of any description) entered into by the Fund. The fees of any sub-custodians will be borne by the Fund and will be at normal commercial rates.

The Manager's, Administrator's and Custodian's fees shall only be increased (and additional expenses shall only be introduced) on the basis of Shareholders being given a Dealing Day's notice of such change. Shareholders will not be required to approve increases in fees and expenses payable by the Company although the Directors reserve the right to seek approval from Shareholders by Extraordinary Resolution in lieu of the provision of a Dealing Day's notice of the changes if they consider it appropriate to do so.

Operating Expenses and Formation Costs

All expenses relating to the investments of the Fund and all operating expenses are borne by the Fund. These expenses will include, but are not limited to:-

- (1) brokerage, commissions, stamp duties and taxes, if any;
- (2) the formation costs, Directors' fees, travelling expenses and listing fees;
- (3) costs relating to the purchase, registration, custody, sub-custody and realisation of investments; and
- (4) auditor's fees, legal fees, printing charges, fees payable to the GFSC and the States of Guernsey Income Tax Authority and the expenses of publishing the prices of Shares.

In addition, the Manager, the Investment Adviser, the Custodian and the Administrator will be entitled to reimbursement of out-of-pocket expenses reasonably incurred by them in the performance of their duties for the Fund.

The costs and expenses of forming the Fund have been written off.