

Copy No: _____
Provided to: _____

Jinde Quantitative Fund

(incorporated as an exempted open-ended investment company
with limited liability in the Cayman Islands)

PRIVATE PLACING MEMORANDUM

relating to

the placing of up to 49,900,000 Participating Shares of US\$0.001 each at an initial offer price of
US\$100.00 per Participating Share and thereafter at the Subscription Price per Participating
Share

October 2021

PRELIMINARY

If you are in any doubt about the contents of this Placing Memorandum, you should consult your stockbroker, bank manager, solicitor, professional accountant or other professional adviser.

This Placing Memorandum has been prepared in connection with the continuing offer of Participating Shares. Participating Shares of such class or classes as the Directors may from time to time designate may be issued on any Subscription Day at the Subscription Price and may be redeemed on any Redemption Day at the Redemption Price in the manner described below in the section headed "*Investing in the Company*".

The Directors of Jinde Quantitative Fund (the "Company"), whose names appear below in the section headed "Directors", accept responsibility for the information contained in this Placing Memorandum. To the best of the knowledge and belief of the Directors (who have taken all reasonable care to ensure that such is the case) the information contained in this Placing Memorandum is in accordance with the facts and does not omit anything likely to affect the import of such information.

The Articles of Association of the Company give powers to the Directors to require the redemption or transfer of Participating Shares, inter alia, held by any person who is not a Qualified Holder or by any person in breach of any law or requirement of any jurisdiction or by any person or persons in circumstances which, in the opinion of the Directors, might result in the Company, any Shareholder or any Service Provider incurring any liability to taxation or suffering any other pecuniary disadvantage which the Company, any Shareholder or any Service Provider might not otherwise have incurred or suffered or which might subject the Company, any Shareholder or any Service Provider to regulation or a requirement to register or obtain any form of licence or approval in any jurisdiction.

Any information given or representation made by any dealer, salesman or other person and (in either case) not contained herein should be regarded as unauthorised and, accordingly, should not be relied upon. Neither the delivery of this Placing Memorandum nor the offer, issue or sale of Participating Shares shall, under any circumstances, constitute a representation that the information contained in this Placing Memorandum is correct as of any time subsequent to the date hereof.

Potential subscribers of Participating Shares should inform themselves as to (a) the possible tax consequences, (b) the legal requirements and (c) any foreign exchange restrictions or exchange control requirements which they might encounter under the laws of the countries of their citizenship, residence, incorporation or domicile and which might be relevant to the subscription, holding, or disposal of Participating Shares.

This Placing Memorandum is intended solely for the use of the person to whom it has been delivered for the purpose of evaluating a possible investment by the recipient in the Participating Shares described herein, and is not to be reproduced or distributed to any other persons (other than professional advisers of the prospective investor receiving this Placing Memorandum).

The Company may be subject to anti-money laundering regulation in multiple jurisdictions. Under such regulation, the Company may be required to implement an internal anti-money laundering compliance program; any information obtained as part of the Company's anti-money laundering procedures (including records of the Company) may be required to be disclosed to anti-money laundering authorities in such jurisdictions.

No action has been taken to permit the distribution of this Placing Memorandum in any jurisdiction where action would be required for such purpose. Accordingly, no person receiving a copy of this Placing Memorandum and/or an application form or subscription agreement in any territory may treat the same as constituting an invitation to him to purchase or subscribe for Participating Shares nor should he in any event use such an application form or subscription agreement unless in the relevant territory such an invitation could lawfully be made without compliance with any registration or other legal requirement.

It is the responsibility of each investor to ensure that the purchase of the Participating Shares does not violate any laws or regulations of any relevant jurisdiction applicable to the investor.

Cayman Islands

No offer or invitation to subscribe for Participating Shares may be made to the public in the Cayman Islands. Subject to such higher minimum as the Company may determine, pursuant to the Mutual Funds Act (As Revised) of the Cayman Islands, the minimum aggregate equity interest purchasable by a prospective investor is eighty thousand Cayman Islands dollars (or its equivalent in any other currency, approximately US\$100,000).

A mutual fund licence issued or a fund registered by the Cayman Islands Monetary Authority does not constitute an obligation of the Cayman Islands Monetary Authority to any investor as to the performance or creditworthiness of the fund.

Furthermore, in issuing such a licence or in registering a fund, the Cayman Islands Monetary Authority shall not be liable for any losses or default of the fund or for the correctness of any opinions or statements expressed in any prospectus or offering document.

Hong Kong

WARNING:

The contents of this document have not been reviewed by any regulatory authority in Hong Kong. You are advised to exercise caution in relation to the offer. If you are in any doubt about any of the contents of this document, you should obtain independent professional advice.

Participating Shares may not be offered or sold in Hong Kong by means of this Placing Memorandum or any other document other than in circumstances which do not constitute an offer to the public for the purposes of the Hong Kong Securities and Futures Ordinance or any other applicable legislation in Hong Kong. This Placing Memorandum is distributed on a confidential basis and may not be reproduced in any form or transmitted to any person other than the person to whom it has been sent. No interest in the Company will be issued to any person other than the person to whom this Placing Memorandum has been sent.

Only for investors who are either (i) individuals or (ii) Corporate Professional Investors (as defined in the Code of Conduct for Persons Licensed By or Registered With the Securities and Futures Commission (the "Code of Conduct")) who are not exempt from chapter 15.4 of the Code of Conduct: - If we, Jinde Asset Management (Hong Kong) Limited, solicit the sale of or recommend any financial product to you, the financial product must be reasonably suitable for you having regard to your financial situation, investment experience and investment objectives. No other provision of this document or any other document we may ask you to sign and no statement we may ask you to make derogates from this clause.

China

No invitation to offer, or offer for, or sale of, the Participating Shares will be made to the public in China (which, for such purposes, does not include the Hong Kong or Macau Special Administrative Regions or Taiwan) or by any means that would be deemed public under the laws of China. The information relating to the Participating Shares contained in this Placing Memorandum has not been submitted to or approved by the China Securities Regulatory Commission or other relevant governmental authorities in China. The Participating Shares may only be offered or sold to Chinese investors that are authorized to buy and sell securities denominated in foreign exchange. Potential investors resident in China are responsible for obtaining all relevant approvals from the Chinese government authorities, including but not limited to the State Administration of Foreign Exchange, before purchasing the Participating Shares.

United States

The Participating Shares have not been and will not be registered under the United States Securities Act of 1933, as amended (the “Securities Act”), or any state or other securities laws, and may not be offered or sold in the United States of America or to US Persons other than distributors, unless the Participating Shares are registered under the Securities Act, or an exemption from the registration requirements of the Securities Act is available. The Company will not be registered under the United States Investment Company Act of 1940, as amended (the “Investment Company Act”) in reliance on exemptions thereunder. Accordingly, the Participating Shares are subject to further restrictions on transferability and resale and may not be transferred or resold to US Persons except as permitted under the Securities Act, the Investment Company Act and any other applicable federal, state or other securities laws, pursuant to registration or an exemption from them. There will be no public market for the Participating Shares, and there is no obligation on the part of any person to register the Participating Shares under the Securities Act or any state securities laws.

The Company may be required to disclose information obtained by the Company as part of its anti-money laundering procedures (including records of the Company) to the United States Financial Crimes Enforcement Network of the United States Treasury in accordance with the USA Patriot Act if any U.S. Person is permitted to invest in the Company.

An investment in the Company may be deemed speculative and is not intended as a complete investment program. It is designed only for experienced and sophisticated persons who are able to bear the risk of the substantial impairment or loss of their investment in the Company.

TABLE OF CONTENTS

Heading	Page Number
DEFINITIONS	1
DIRECTORY	4
INVESTMENT CONSIDERATIONS.....	6
Investment Objective and Strategy	6
Investment Restrictions.....	6
Borrowing	6
Short Selling	7
Securities Lending and Repurchase / Reverse Repurchase Transactions.....	7
Underwriting	7
MANAGEMENT AND ADMINISTRATION.....	9
Directors.....	9
Procurement Manager.....	10
Manager	10
Administrator	13
Prime Brokers	14
Auditors	17
Classes of Participating Shares in the Company	20
Issues of Participating Shares	20
Subscription Procedure	20
Minimum Initial and Subsequent Subscription	21
Payment Procedure	21
Restriction on Issue.....	22
Anti-Money Laundering and Countering of Terrorist and Proliferation Financing Regulations	23
Data Protection	25
GDPR.....	25
Cayman Islands Data Protection.....	26
Waiver of Electronic Communications.....	27
Redemptions	27
Redemption Procedure.....	28
Compulsory Redemptions.....	30
RISK FACTORS.....	31
Investment Objective	31
Leverage.....	31
Concentration Risk	31
Derivatives	31
Repurchase Agreements	32
Liquidity of Investment Portfolio	32
Foreign Currency Markets	32
Economic and Political Risks	32
Trade Execution Risks	33
Settlement Risks	33
Custody Risks	33

Stock Borrowing	33
Indemnification of the Company’s Directors and Service Providers Etc	34
Short Selling	34
Reliance on Management.....	34
Performance Fee	34
Dividends and Distributions	34
Conflicts of Interest	34
Valuation and Accounting	35
Effect of Substantial Redemptions	35
United States FATCA	35
Reverse Repurchase Agreements	40
Securities Lending.....	40
Taxation Risk	41
Handling of Mail	41
Requests for Information	41
Legal Counsel to the Company.....	41
ACCOUNTS AND INFORMATION.....	43
DIVIDEND POLICY	44
LIQUIDITY MANAGEMENT POLICY	45
TAXATION	46
Cayman Islands.....	46
Hong Kong.....	47
CHARGES AND EXPENSES	49
Fees and Charges	49
Prime Brokerage Fees.....	51
Distribution Fees.....	51
Administrator’s Fees.....	52
General Expenses.....	52
Soft Commissions	52
VALUATION AND PRICES	53
Calculation of Net Asset Value	53
Suspension	54
Subscription and Redemption Prices	55
GENERAL INFORMATION	56
Fund	56
Material Contracts.....	56
Inspection of Documents	56
Potential Conflicts of Interest	56
Memorandum of Association.....	58
Articles of Association.....	58
Share Capital.....	59
Transfer of Participating Shares	59
Restriction on Shareholders	60
Side Letters	60
“Master-feeder” Structure.....	60

Disclosure of Information to Regulatory and Tax Authorities	61
Cayman Islands Regulation	61
Enquiries	61

DEFINITIONS

“Administration Agreement”	the agreement referred to in paragraph (b) in the section headed “ <i>Material Contracts</i> ” by which the Company has appointed the Administrator to act as administrator, registrar and transfer agent of the Company and to provide certain administrative services to the Company;
“Administrator”	MUFG Alternative Fund Services (Cayman) Ltd. in its capacity as the administrator, registrar and transfer agent of the Company;
“Administrator’s Delegate”	MUFG Fund Services (Singapore) Pte Ltd. in its capacity as the delegate of the Administrator;
“Articles”	the Articles of Association of the Company as amended from time to time;
“Base Currency”	the currency of account of the Company, being the US dollar;
“Business Day”	any day (excluding Saturday and Sunday) on which banks are open for usual business in Hong Kong, Singapore and Cayman Islands provided that where (as a result of a Number 8 or higher Typhoon Signal, Black Rainstorm Warning or other similar event) the period during which banks in Hong Kong are open on any day is reduced, such day shall not be a Business Day unless the Directors otherwise determine;
“Class A Shares”	a class of Participating Shares designated as Class A Shares, denominated in the Base Currency and having the specific features as set out more particularly in this Placing Memorandum;
“Class B Shares”	a class of Participating Shares designated as Class B Shares, denominated in the Base Currency and having the specific features as set out more particularly in this Placing Memorandum;
“Class C Shares”	a class of Participating Shares designated as Class C Shares, denominated in the Base Currency and having the specific features as set out more particularly in this Placing Memorandum;
“Class D Shares”	a class of Participating Shares designated as Class D Shares, denominated in the Base Currency and having the specific features as set out more particularly in this Placing Memorandum;
“Company” or “Fund”	Jinde Quantitative Fund;
“Directors”	the directors of the Company;

“Hard Lock-up Period”	with respect to any Class of Shares, a period of six months commencing on the Subscription Day on which a Participating Share is issued;
“Management Agreement”	the agreement referred to in paragraph (a) in the section headed “ <i>Material Contracts</i> ”, by which the Company has appointed the Manager to manage the Company’s investments;
“Management Share”	a voting, non-participating share having a nominal value of US\$1.00 in the share capital of the Company;
“Manager”	Jinde Asset Management (Hong Kong) Limited;
“Net Asset Value” or “NAV”	the net asset value of the Company, or of a Participating Share, or of a class (as the context may require), calculated in accordance with the Articles;
“Participating Share”	a non-voting, redeemable participating share having a nominal value of US\$0.001 in the share capital of the Company;
“Prime Brokers”	Morgan Stanley & Co. International plc and Goldman Sachs International in their respective capacity as a prime broker in relation to the Company;
“Prime Brokerage Agreements”	the agreements referred to in paragraph (c) of the section headed “ <i>Material Contracts</i> ” by which the Company has appointed the Prime Brokers as prime brokers in relation to the Company, as supplemented by a number of product specific supplemental documents;
“Procurement Manager”	Jinde Capital LLC;
“Qualified Holder”	any person, corporation or entity other than (a) a US Person which is not a US Person who has acquired Participating Shares with the consent of the Directors (provided that the number or nature of such persons shall not exceed such number or shall include such qualification as the Directors shall determine from time to time with a view to precluding the Company from being required to register as an investment company under the Investment Company Act of 1940, as amended), (b) any person, corporation or entity which cannot acquire or hold Participating Shares without violating any law, regulation or requirement of any country or governmental or other competent authority, or (c) a custodian, nominee, or trustee for any person described in (a) or (b) above;
“Redemption Day”	the first Business Day in each month or such other day or days as the Directors may from time to time prescribe;
“Redemption Dealing Deadline”	5:00 p.m. (Hong Kong time) on the Business Day falling at least two (2) Business Days before the relevant Redemption Day or such other time or day before the Valuation Point in

	relation to the relevant Redemption Day as the Directors may in their discretion determine whether generally or in any particular case;
“Redemption Price”	the price calculated in the manner described in the section headed “ <i>Subscription and Redemption Prices</i> ” at which Participating Shares will be redeemed;
“Service Providers”	the Manager, the Procurement Manager, the Administrator, the Prime Brokers and their delegates;
“Share”	any share in the capital of the Company whether the same be a Management Share or Participating Share;
“Shareholders”	persons registered as holders of Participating Shares;
“Soft Lock-up Period”	with respect to any Class of Shares, a period of six months commencing on the end of Hard Lock-up Period;
“Subscription Day”	the first Business Day in each month, or such other day or days as the Directors may from time to time prescribe;
“Subscription Dealing Deadline”	5:00 p.m. (Hong Kong time) on the Business Day falling at least two (2) Business Days before the relevant Subscription Day or such other time or day before the Valuation Point in relation to the relevant Subscription Day as the Directors may in their discretion determine whether generally or in any particular case;
“Subscription Price”	the price calculated in the manner described in the section headed “ <i>Subscription and Redemption Prices</i> ” at which Participating Shares will be issued;
“US dollars”, “US\$” and “cents”	the lawful currency of the United States of America;
“US Person”	a person who is so defined by Regulation S under the Securities Act;
“Valuation Day”	the last Business Day in each month, or such other day or days as the Directors may from time to time prescribe, at which the Net Asset Value falls to be calculated; and
“Valuation Point”	the close of business in the last relevant market to close on each Valuation Day or such other time on such day as the Directors may from time to time prescribe.

DIRECTORY

Directors of the Company:	Michael Sihong Ren Rm B7 20/F Block T3 Xihuan Plaza 1 Xizhimenwai Avenue Xicheng Beijing, China 100044 Takanori Adachi 2-21-17 Hinocho,uo, Konan-ku, Yokohama, Kanagawa, Japan 234-0053 Shixun Yan 8th floor #8027 31 W. 34th Street New York NY 10001
Directors of the Manager:	Hong Xie Unit 821, 8/F, Cyberport 1, 100 Cyberport Road, Hong Kong Chunyang Gai Unit 821, 8/F, Cyberport 1, 100 Cyberport Road, Hong Kong Lifeng Wang Unit 821, 8/F, Cyberport 1, 100 Cyberport Road, Hong Kong
Registered Office:	c/o Maples Corporate Services Limited P.O. Box 309 Ugland House Grand Cayman KY1 - 1104 Cayman Islands
Manager:	Jinde Asset Management (Hong Kong) Limited Unit 821, Level 8 Cyberport 1 100 Cyberport Road Hong Kong
Procurement Manager:	Jinde Capital LLC c/o Harneys Fiduciary (Cayman) Limited 4th Floor, Harbour Place,

103 South Church Street,
P.O. Box 10240,
Grand Cayman KY1-1002,
Cayman Islands

Prime Brokers: Morgan Stanley & Co. International plc
25 Cabot square
Canary Wharf
London E14 4QA
England

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

Administrator: MUFG Alternative Fund Services (Cayman) Ltd.
227 Elgin Avenue
P.O. Box 852
Grand Cayman KY1-1103
Cayman Islands

Administrator's Delegate: MUFG Fund Services (Singapore) Pte Ltd.
5 Temasek Boulevard
#18-00 Suntec Tower Five
Singapore 038985

Auditors: Ernst & Young Ltd.
62 Forum Lane
Camana Bay
P.O. Box 510
Grand Cayman KY1-1106
Cayman Islands

Legal Advisers: As to matters of Cayman Islands law: -

Maples and Calder (Hong Kong) LLP
26th Floor, Central Plaza
18 Harbour Road, Wanchai
Hong Kong

As to matters of Hong Kong and International law:-

DLA Piper Hong Kong
17th Floor, Edinburgh Tower
The Landmark
15 Queen's Road Central
Hong Kong

INVESTMENT CONSIDERATIONS

Investment Objective and Strategy

The principal investment objective of the Company is to deliver low variance absolute returns to high net-worth individual investors or institutional investors.

The Company will be operated with multiple quantitative strategies developed by a team led by Mr. Michael Ren. Those strategies include, but not limited to, statistical arbitrage, fundamental arbitrage, index arbitrage, volatility arbitrage, CTA, options.

The Company will start with strategies primarily focused on investing in the Asia Pacific region. Ultimately, the Company expects to extend its investment coverage globally, and provide its investors well diversification over different regions.

The Company will focus on market neutral strategies and avoid investing in any illiquid assets.

The Company may hold 100 per cent of its assets in cash or cash equivalents should the Manager deem such strategy to be prudent over any time period.

Investment Restrictions

The Directors have resolved that the following investment restrictions shall be applied in managing the assets of the Company:

- (a) not more than 5 per cent of the Company's latest available Net Asset Value may be invested in the securities of any one company; and
- (b) the Company shall not invest in any unlisted securities (not including swaps, access products, structured products, or products dealt in over-the-counter ("OTC") markets, or interests in collective investment schemes, which are redeemable on a quarterly or more frequent basis or other instruments which the Manager considers in good faith are realisable within 30 calendar days) provided that the Company may hold any unlisted securities which the Manager expects to be listed or otherwise readily realisable within 12 months from the date of purchase of such securities.

The above investment restrictions are an indication of the parameters within which, it is anticipated the investments of the Company will be managed. If there is a breach of any of the limits, the Manager shall as soon as reasonably practicable take such steps to remedy the breach as it considers appropriate, having regard to the interests of the Shareholders, but shall not be under any further liability in respect of the breach. The limits shall not be treated as being exceeded if exceeded as a result of movements in the relative value of investments of the Company after their acquisition or the exercise of rights arising in respect of such investments. The investment restrictions may be changed by the Directors on giving one month's written notice to Shareholders.

Borrowing

The Company is authorised to borrow cash under loans and other credit facilities up to a maximum of 1000 per cent of the latest available Net Asset Value of the Company in order to enhance its investment leverage, to pay expenses and to fund redemption requests, as may be determined by the Manager. Back to back borrowings will not be counted for the purposes of any limit on borrowings.

In addition to such borrowings, the Company may also be implicitly leveraged through investment in financial derivative instruments and other investments with embedded leverage and/or through entry into stock borrowing, repurchase and other investment transactions. The expected maximum level of leverage which may be employed on behalf of the Company through such implicit leverage is 1000 per cent. of the latest available Net Asset Value of the Company.

The Company will calculate its leverage by using the sum of the notional values of the derivatives used. The notional value of the investments varies significantly from their market value which is why the leverage limits are high. This leverage figure does not take into account any netting and hedging arrangements that the Company has in place at any time even though these netting and hedging arrangements are used for risk reduction purposes.

Short Selling

The Company may engage in “short sales”, that is, the practice of selling securities which are borrowed from a third party. The Company will be required to return, at the lender’s demand, securities equivalent to those borrowed for the short sale. Pending the return of such securities, the Company will be required to deposit with the lender as collateral the proceeds of the short sale plus additional cash or securities; the amount of the required deposit will be adjusted periodically to reflect any change in the market price of the security which the Company is required to return to the lender.

Securities Lending and Repurchase / Reverse Repurchase Transactions

The Company may from time to time lend securities from its portfolio to brokers, dealers and financial institutions and receive collateral in cash or securities. The Company is expected to retain the rights of beneficial ownership as to the loaned securities, including voting rights and rights to interest or other distributions, and will generally have the right to regain record ownership of loaned securities to exercise such beneficial rights. Such loans will be generally terminable at any time. The Company may pay administrative, custodial and finders’ fees to persons unaffiliated with the Company in connection with the arranging of such loans.

The Company may from time to time engage in repurchase transactions, under which the Company sells securities to a counterparty and agrees to buy such securities back from the counterparty at an agreed price in the future. The Company may also engage in reverse repurchase transactions, under which the Company purchases securities from a counterparty and agrees to sell such securities back to the counterparty at an agreed price in the future.

Information on the Company’s securities lending, repurchase and reverse repurchase transactions will be included in the annual report of the Company. A summary of the policy of the Manager in relation to securities lending, repurchase and reverse repurchase transactions will be provided separately by the Manager.

Underwriting

The Company does not currently intend to engage in underwriting transactions.

Risk Management

The Manager has adopted risk management procedures intended to identify, measure, manage and monitor risks in connection with the investment of the assets of the Company, including market risk, liquidity risk, issuer and counterparty and credit risk and operational risk, taking into account the nature, scale and complexity of the business of the Manager and the investment objective and strategy of the Company. Other

risks may arise from time to time. There is no guarantee that such risk management procedures will be effective to mitigate the effect of such risks on the Company.

Liquidity Risk Management Policy

Liquidity risk is the risk that a particular position cannot be easily unwound or offset due to insufficient market depth or market disruption; or that the Company's financial obligations (such as investor redemptions) cannot be met. An inability to sell a particular investment or portion of the Company's assets may have a negative impact to the value of the Company and to the Company's ability to meet its investment objectives. Additionally, an inability to sell the Company's assets may have negative implications for investors being able to redeem in a timely fashion, and also to investors who remain invested in the Company.

A summary of the liquidity risk management policy of the Manager will be provided separately by the Manager.

MANAGEMENT AND ADMINISTRATION

Directors

The Directors of the Company, who are appointed by the holders of the Management Shares, are as follows:

Michael Sihong Ren (Founder and CEO of Shanghai Jinde Asset Management Ltd., CFA)

Mr. Ren has rich experience in Finance and over ten years of experience as IT professional. In 2012, Mr. Ren founded Shanghai Jinde Asset Management Ltd. which has become one of the largest hedge fund managers in China, currently with AUM over US\$700 million. Previously, Mr. Ren was the Portfolio Manager at China International Corporation Ltd, leading the joint team of traders and IT professionals to build IndexArb into a US\$500 million business. Mr. Ren has over 13 years' experience in Wall Street and successively held relevant positions at CitiBank, HSBC, Bank of America from 1996 to 2002, and served as Portfolio Manager at Morgan Stanley PDT New York from 2002 to 2009, developed and managed quantitative trading models that cover equity, fixed income products and FX.

Mr. Ren holds Bachelor Degree from Peking University and MBA (Finance and Accounting) from New York University.

Takanori Adachi (Visiting Professor of Department of Mathematical Sciences, Ritsumeikan University, Shiga)

Mr. Adachi has many years' working experience in prestigious financial entities. Before joining the Ritsumeikan University in March 2014, he served as the Visiting Fellow at EMLYON Business School in France from November 2013. Previously, Mr. Adachi held the position of Consultant in International Equity Department at Morgan Stanley MUFG Tokyo from 2010 to 2011, Executive Director in Scripting Tools (Practice Area) in Morgan Stanley Tokyo from 2009 to 2010, and Executive Director in of Process Driven Trading in successively in Morgan Stanley New York HQ and Tokyo from 2000 to 2008, Vice President of Program Desk, Equities Department, Morgan Stanley Tokyo from 1997 to 2000. Before that, Mr. Adachi worked with Miwa Systems Consulting, Co.,Ltd. as Chief Technology Officer from 1985 to 1997.

Mr. Adachi obtained his Ph.D. in Business Administration and MBA in Finance from Hitotsubashi University. Earlier, Mr. Adachi received his Master and Bachelor Degree in Information Science from Tokyo Institute of Technology.

Shixun Yan (Managing Director at Bank of America Merrill Lynch)

At Bank of America Merrill Lynch, Mr. Yan manages the Global Portfolio Trading Technology team and is responsible for the portfolio sales and trading application platform which supports a global client base including some of the top institutional investors. Previously, he was the Vice President and Technology Fellow at Goldman Sachs, Co. From 2001 to 2007, he was responsible for the US Portfolio Trading Technology covering both the high touch and electronic portfolio trading business at Goldman Sachs. From 2008 to 2013, he managed the Global Equity Sales and Trading Application Platform team and was responsible for consolidating all equity sales and trading applications used by Goldman Sachs Equity Division globally into one system. From 1999 to 2001, he was an application manager responsible for the equity portfolio trading system used by Deutsche Bank Portfolio Trading business.

Mr. Yan attended Shanghai Jiao Tong University and majored in Computer Science in undergraduate study. He received a Master of Science in Computer and Information Science from the Ohio State University.

The remuneration (if any) payable to the Directors is set out in the section headed “*General Expenses*”. The Directors may fix the emoluments of Directors with respect to services to be rendered in any capacity to the Company.

The Company has agreed to indemnify and hold harmless each of the Directors from and against any liability incurred by them as a result of any act or failure to act in carrying out such Director’s functions other than such liability (if any) that such Director may incur by reason of such Director’s own actual fraud or wilful default. The Company may also take out, and pay for, insurance policies for the benefit of the Directors against any liability, which by any rule of law would attach to such Director in respect of any negligence, default, breach of duty or breach of trust of which such Director may be guilty in relation to the Company.

Procurement Manager

The Procurement Manager is Jinde Capital LLC. The Procurement Manager is responsible for procuring the Manager to provide investment management services to the Company.

The Procurement Manager is an exempted company with limited liability incorporated in the Cayman Islands on 31 October 2014. The Procurement Manager does not engage in any securities investment business as defined under the Securities Investment Business Act (As Revised) of the Cayman Islands and is therefore exempted from the licensing and registration requirements and in consequence will not be regulated by the Authority.

The Procurement Manager holds all one hundred Management Shares issued in the Company.

The Procurement Agreement provides that the Company shall indemnify the Procurement Manager out of its assets against all actions, proceedings, claims, costs demands and expenses which may be brought against, suffered or incurred by the Procurement Manager by reason of its performance of its obligations or functions under the terms of the Procurement Agreement, except as shall arise from actual fraud, gross negligence or wilful default in the performance or non-performance of such obligations or functions by the Procurement Manager.

Subject to the Procurement Agreement, the appointment of the Procurement Manager shall continue until terminated by, inter alia, either the Company or the Procurement Manager by not less than six month’s written notice. In addition, the Company has power to remove the Procurement Manager pursuant to the terms of the Procurement Agreement.

The Procurement Manager is entitled to the fees mentioned below in the section headed “*Fees and Charges*”.

Manager

The Company has appointed Jinde Asset Management (Hong Kong) Limited (the “**Manager**”) to provide assets management services to the Company.

The Manager is a limited liability company incorporated in Hong Kong on 12 May 2016. It has been established for the purpose of providing assets management services to the Company. It is licensed by the Securities and Futures Commission in Hong Kong for type 9 regulated activity (asset management).

The directors of the Manager are Ms Hong Xie, Ms. Chunyang Gai and Mr. Lifeng Wang.

Hong Xie

Ms. Xie has nearly 20 years of experience in financial information technology. As the Technology Director, Ms. Xie manages the technology and development team that provides system solutions for all trading executions and risk management. From 2000 to 2012, Ms. Xie held positions at China International Capital Corporation Ltd., including Executive Director of IT Department. From 1998 to 2000, Ms. Xie worked at Orient Securities Company Ltd. as Vice Present of IT Department. Before that, Ms. Xie served as the Chief of Bonds at Bank of Shanghai from 1996 to 1998.

Ms. Xie obtained her Master Degree in Monetary Banking and Bachelor Degree in Management Information System from Shanghai University of Finance and Economics.

Chunyang Gai

Ms. Gai is the Chief Operating Officer and Responsible Officer of Jinde Asset Management (Hong Kong) Limited. She has over 20 years of experiences in the global financial industry.

Ms. Gai worked for more than eight years, as a Director of Asset Allocation Department, at China Investment Corporation. Prior to that, Ms. Gai was Senior Vice President at One William Street Capital Management, a hedge fund focusing primarily on asset-based and structured credit opportunities in North American. Ms. Gai also worked at Deutsche Bank, Morgan Stanley, Freddie Mac and Fannie Mae previously.

Ms. Gai earned a Bachelor of Science in Mathematics from Nankai University in 1995 and also holds a M.A. and Ph.D. degree in Statistics from University of Wisconsin-Madison. She is a Chartered Financial Analyst (“CFA”) charterholder.

Lifeng Wang

Mr. Wang is responsible for Quant trading development in Jinde Asset Management (Hong Kong) Limited. Previously, he managed the team of Quantitative Strategies Research and developed Statistical Arbitrage, Index Arbitrage, CTA, High Frequency Trading models, etc., in Shanghai Jinde Asset Management, Ltd. from 2012 to 2016, and worked for China International Capital Corporation proprietary group as a Quantitative trader from 2008 to 2012.

Mr. Wang holds a Master Degree in Computational Mathematics from Fudan University and a Bachelor Degree in Information and Mathematics from Zhejiang University.

The Manager shall assist the Company in the selection, appointment and ongoing monitoring of the Auditor and other Service Providers.

The Manager’s Type 9 licence is subject to the following conditions:

- The licensee shall only provide services to professional investors. The term "professional investor" is as defined in the Securities and Futures Ordinance and its subsidiary legislation.
- The licensee shall not hold client assets. The terms "hold" and "client assets" are as defined under the Securities and Futures Ordinance.

Management Agreement

The Company has entered into an Investment Management Agreement with the Manager. The agreement provides that the Manager has full discretionary power and authority (subject to the investment restrictions set out in this PPM and the overall supervision and control of the Directors) to manage, supervise, select and evaluate the potential investments of the Company.

The key provisions of the Management Agreement are as follows:

- The Manager is entitled to delegate any or all of the functions, duties, powers and discretions conferred on it by the Company (as per the applicable Management Agreement) to any third party, including any of its Affiliates. Alternatively, the Manager may employ any such person as its agent and any such delegation may be on such terms and conditions as the Manager determines in its discretion.
- From time to time, the Manager may appoint one or more investment advisers to provide the Manager with such portfolio management services, advice and information as the Manager may require in relation to the Company's investment, acquisition and divestment opportunities from time to time.
- Unless the Manager has delegated certain functions to the Manager will make the investment decisions for the Company, and enter into all transactions and other undertakings that the Manager may in its discretion deem necessary or advisable to carry out such investment decisions. The Manager will advise the Company as to all matters involving all of the types of securities and other transactions, and the amount of the Company's assets that should be committed to such securities and other transactions from time to time.
- The Manager will select counterparties, including, to the extent described in this PPM, itself or its Affiliates, to effect transactions relating to the Company. In connection with the selection of counterparties, the Manager considers their financial condition, credit rating and reputation and experience of participants in the market. The Manager regularly reviews counterparty risk and exposure, in order to seek to mitigate counterparty risk. However, any selection or change of counterparty in respect of prime brokers or the International Swaps and Derivatives Association and other major/material matters would subject to the approval of the Directors.
- The Manager will not be liable for any damage, loss, claims, proceedings, demands, liabilities, costs or expenses whatsoever (“**Loss**”) suffered or incurred by the Company, save to the extent that such Loss arises directly as a result of the gross negligence (as defined in the Management Agreement), wilful default or actual fraud of the Manager, its officers, employees or Affiliates. The Company, as the case requires, will indemnify the Manager, its officers, employees, Affiliates or their respective legal representatives accordingly except to the extent of their gross negligence (as defined in the Management Agreement), wilful default or actual fraud.
- Either party may terminate the applicable Management Agreement by giving to the other not less than ninety (90) days written notice. In addition, the Company (as applicable) may terminate the applicable Management Agreement at any time by not less than ten (10) days' notice in writing if the Manager (i) fails to observe or perform any material obligations thereunder and in the case of a failure capable of being remedied, does not remedy such failure to the reasonable satisfaction of the Company (as applicable) within ten (10) days of receipt of written notice served by the Company (as applicable) requiring it to do so; (ii) is declared insolvent or goes into liquidation (except a voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the Company (as applicable)); or (iii) if a receiver is appointed of any of the assets of the Manager or if the Manager convenes a meeting of its creditors or makes or proposes any arrangement or composition with or any assignment for the benefit of its creditors or class of creditors; or (iv) the Manager ceases

to hold all authorizations and permissions for the lawful performance of its duties; or (v) on the redemption of all of the Participating Shares. The Manager may also terminate the applicable Management Agreement on ten (10) days' written notice in certain circumstances including (but not limited to) where the Company (as applicable) is in material breach of the agreement; insolvency of the Company (as applicable); or the winding up of the Company (as applicable). The applicable Management Agreement shall automatically be terminated upon the dissolution of the Company (as applicable).

- Neither party may assign the applicable Management Agreement without the prior written consent of the other party, except that the Manager may freely assign its rights and obligations under the applicable Management Agreement to any other entity that is directly or indirectly in control of, is controlled by, or under common control of, the Manager (or its successors). The investment management services of the Manager to the Company will be non-exclusive under the terms of the applicable Management Agreement and the Manager is free to provide investment management services for others.

A description of the fees payable to the Manager is set out under Sec “Fees and Charges” of this PPM.

Administrator

MUFG Alternative Fund Services (Cayman) Limited serves as the Administrator pursuant to the Administration Agreement. The Administrator’s place of business is located at 227 Elgin Avenue, P.O. Box 852, Grand Cayman KY1-1103, Cayman Islands. MUFG Alternative Fund Services (Cayman) Limited is a wholly owned member of Mitsubishi UFJ Financial Group, was incorporated in the Cayman Islands in 1972 and is a holder of a class “A” Banking and Trust Licence as well as an unrestricted Mutual Fund Administrator’s Licence.

Pursuant to the Administration Agreement, the Administrator provides services to the Company including maintaining the register of members of the Company, receiving and processing subscription and redemption agreements or applications, submitting to Shareholders a statement of their holdings in the Company upon request, calculation of Net Asset Value, maintenance of accounting reports, preparation of financial statements for audit purposes upon request and liaison with auditors.

The Administration Agreement also provides for indemnification of the Administrator and its directors, officers, delegates and employees against any liability, actions, proceedings, claims, demands, costs or expenses whatsoever (other than those resulting from willful default or actual fraud on its part or on the part of its directors, officers, delegates or employees) which may be imposed on, incurred by or asserted against the Administrator in performing its obligations or duties thereunder. The Administration Agreement may be terminated by the Company or the Administrator upon 90 days’ written notice. Under the Administration Agreement, the Administrator may delegate its services to its affiliates within the Administrator Group and with the consent of the Company, to third parties. The Administrator has delegated certain services to MUFG Fund Services (Singapore) Pte. Ltd.

The Administrator is a Service Provider of the Company and, as such, bears no responsibility for the contents of this Placing Memorandum (save for the descriptions of the Administrator herein), the investments of the Company, the performance of the Company or any other fund in which it invests nor any matter other than as specified in the Administration Agreement.

The Directors and the Manager, and not the Administrator, are responsible for determining that the Participating Shares of the Company are marketed and sold in compliance with all applicable securities, tax and other laws. Furthermore, the Administrator shall bear no responsibility for the compliance by the Company and its Shareholders with securities, tax, and other laws applicable to them.

The Administrator will not be responsible for ensuring that the investment transactions comply with the Investment Objective and Strategy set forth in this Placing Memorandum. Additionally, the Directors of the Company and not the Administrator are responsible for monitoring of Investment Restrictions.

The Administrator shall be entitled to rely upon prices received from a reputable pricing service. In certain circumstances, the Administrator shall be entitled to rely without inquiry upon the valuations submitted to it by the Manager and shall have no responsibility to determine the accuracy or otherwise thereof.

The Administrator is compensated for its services pursuant to the Administration Agreement. The fees and charges of the Administrator are subject to variation and renegotiation from time to time.

The Administration Agreement is governed by the laws of the Cayman Islands.

Prime Brokers

Morgan Stanley & Co. International plc.

Morgan Stanley & Co. International plc. (the “**Prime Broker**”), a member of the Morgan Stanley Group of companies, based in London, will provide prime brokerage services to the Company under the terms of the International Prime Brokerage Agreement (the “**Agreement**”) entered into between the Company and the Prime Broker for itself and as agent for certain other members of the Morgan Stanley Group of companies (the “**Morgan Stanley Companies**”). These services may include the provision to the Company of margin financing, clearing, settlement, stock borrowing and foreign exchange facilities. The Company may also utilise the Prime Broker, other Morgan Stanley Companies and other brokers and dealers for the purposes of executing transactions for the Company. The Prime Broker is authorised by the Prudential Regulation Authority (“**PRA**”) and regulated by the Financial Conduct Authority (“**FCA**”) and the PRA.

The Prime Broker will also provide a custody service for all the Company’s investments, including documents of title or certificates evidencing title to investments, held on the books of the Prime Broker as part of its prime brokerage function in accordance with the terms of the Agreement and the rules of the FCA. The Prime Broker may appoint sub-custodians, including the Morgan Stanley Companies, of such investments.

In accordance with FCA rules, the Prime Broker will record and hold investments held by it as custodian in such a manner that the identity and location of the investments can be determined at any time and that such investments are readily identifiable as belonging to a customer of the Prime Broker and are separately identifiable from the Prime Broker’s own investments. Furthermore, in the event that any of the Company’s investments are registered in the name of the Prime Broker where, due to the nature of the law or market practice of jurisdictions outside the United Kingdom, it is in the Company’s best interests so to do or it is not feasible to do otherwise, such investments may not be segregated from the Prime Broker’s own investments and in the event of the Prime Broker’s default may not be as well protected.

Any cash which the Prime Broker holds or receives on the Company’s behalf will not be treated by the Prime Broker as client money and will not be subject to the client money protections conferred by the FCA’s Client Money Rules (unless the Prime Broker has specifically agreed with or notified the Company that certain cash will be given client money protection). As a consequence, the Company’s cash will not be segregated from the Prime Broker’s own cash and will be used by the Prime Broker in the course of its investment business, and the Company will therefore rank as one of the Prime Broker’s general creditors in relation thereto.

As security for the payment and discharge of all liabilities of the Company to the Prime Broker and the Morgan Stanley Companies, the investments and cash held by the Prime Broker and each such Morgan

Stanley Company will be charged by the Company in their favour and will therefore constitute collateral for the purposes of the FCA rules. Investments and cash may also be deposited by the Company with the Prime Broker and other members of the Morgan Stanley Group of companies as margin and will also constitute collateral for the purposes of the FCA rules.

The Company's investments may be borrowed, lent, pledged, charged, rehypothecated, disposed of or otherwise the cash and securities held by the the Prime Broker and the Morgan Stanley Companies may be used for its or their own purposes which are for the time being subject to security for the indebtedness owed to the Morgan Stanley from time to time, whereupon such investments will become the property of the Prime Broker or the relevant Morgan Stanley Company and the Company will have a right against the Prime Broker or the relevant Morgan Stanley Company for the return of equivalent assets. Maximum permitted level of transfer and re-use can be obtained from the Company upon request. The Company will rank as an unsecured creditor in relation thereto and, in the event of the insolvency of the Prime Broker or the relevant Morgan Stanley Company, the Company may not be able to recover such equivalent assets in full.

Neither the Prime Broker nor any Morgan Stanley Company will be liable for any loss to the Fund resulting from any act or omission in relation to the services provided under the terms of the Agreement unless such loss results directly from the negligence, wilful default or fraud of the Prime Broker or any Morgan Stanley Company. The Prime Broker will not be liable for the solvency, acts or omissions of any sub-custodians or other third party by whom or in whose control any of the Fund's investments or cash may be held. The Prime Broker and the Morgan Stanley Companies accept the same level of responsibility for nominee companies controlled by them as for their own acts. The Fund has agreed to indemnify the Prime Broker and the Morgan Stanley Companies against any loss suffered by, and any claims made against, them arising out of the Agreement, save where such loss or claims result primarily from the negligence, wilful default or fraud of the indemnified person.

Morgan Stanley is a service provider to the Master Fund and is not responsible for the preparation of this document or the activities of the Master Fund and therefore accepts no responsibility for any information contained in this document. Morgan Stanley will not participate in the investment decision-making process.

Goldman Sachs International

Goldman Sachs International (the "**Prime Broker**") has been appointed as a Prime Broker and Custodian to the Company pursuant to a prime brokerage agreement and a number of product specific supplemental documents (together the "**Prime Brokerage Agreement**"). The Prime Broker is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority ("**FCA**") and the Prudential Regulation Authority of the United Kingdom in the conduct of its investment business, it has financial resources in excess of US\$200 million and its ultimate parent, The Goldman Sachs Group, Inc., has a Specified Credit Rating. In its capacity as Prime Broker, the Prime Broker may execute purchase and sale orders for the Company, and clear and settle such orders and orders executed by other brokers. In addition, the Prime Broker may enter into off-exchange contracts with the Company as principal. The Prime Broker will also provide the Company with financing lines, and short selling facilities.

As Custodian, the Prime Broker will be responsible for the safekeeping of all the investments and other assets of the Company delivered to it (the "**Custody Assets**") other than those transferred to the Prime Broker as collateral or margin. The Prime Broker will identify, record and hold the Custody Assets in such a manner that the identity and location thereof can be identified at any time and so that the Custody Assets shall be readily identifiable as property belonging to, and held for the benefit of, the Company and as separate from any of the Prime Broker's own property.

The Prime Broker may hold the Custody Assets with a sub-custodian, depository or clearing agent, including a person connected with the Prime Broker (each a “sub-custodian”) in a single account that is identified as belonging to customers of the Prime Broker. The Prime Broker will identify in its own books and records that part of the Custody Assets held by a sub-custodian as being held for the Company. The Custody Assets should thus be unavailable to the creditors of the Prime Broker in the event of its insolvency. However, in the event of an irreconcilable shortfall following the default of any sub-custodian, the Company may share in that shortfall proportionately with the Prime Broker’s other customers. Assets of the Company held as collateral or margin are not required to be segregated and in the event of the Prime Broker’s insolvency may not be recoverable in full.

The Custody Assets may be borrowed, lent, charged or otherwise used by Goldman Sachs for its own purposes, whereupon such Custody Assets will become the property of Goldman Sachs or become subject to a charge in favour of Goldman Sachs, as the case may be. The Company will have a right against Goldman Sachs for the return of equivalent assets and will rank as an unsecured creditor in relation thereto. In the event of the insolvency of Goldman Sachs, the Company may not be able to recover such equivalent assets in full.

In accordance with the FCA’s Custody Rules, the Prime Broker will exercise reasonable skill, care and diligence in the selection of any sub-custodian and will be responsible to the Company for the duration of any sub-custody agreement for satisfying itself as to the ongoing suitability of such sub-custodian, for the maintenance of an appropriate level of supervision over such sub-custodian and for confirming by means of appropriate periodic enquiries that the obligations of such sub-custodian continue to be competently discharged.

The Prime Broker will only be responsible for losses suffered by the Company as a direct result of its negligence or bad faith in the appointment and monitoring of any non-affiliated sub-custodian or nominee. Otherwise the Prime Broker shall not be liable for any act or omission, or for the solvency, of any non-affiliated sub-custodian or nominee. Notwithstanding the foregoing, the Prime Broker accepts the same level of responsibility as it does for itself for companies controlled by the Prime Broker whose business consists solely of acting as a nominee holder of investments or other property in respect of any requirements of the FCA’s Custody Rules. In the case of any act or omission on the part of a sub-custodian or its agent which the Company considers to involve the negligence, fraud or wilful default on the part of such sub-custodian or agent, the Prime Broker shall, subject to any internal approvals, not to be arbitrarily withheld or delayed, assign to the Company any rights it may have in respect of such act or omission. In the event that the Company obtains legal advice that such assignment would be ineffective to enable the Company to pursue its claim, then the Prime Broker shall, subject to any internal approvals, not to be arbitrarily withheld or delayed, at the Company’s expense, claim and pursue the appropriate damages or compensation from the sub-custodian or agent on the Company’s behalf.

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

The Company will indemnify the Prime Broker for any and all expenses, losses, damages, liabilities, demands, charges, actions and claims arising out of any act or omission on the part of the Company or that result from the proper performance of the Prime Broker’s obligations under the Prime Brokerage

Agreement, except to the extent that the same is due to the negligence, fraud or wilful default of the Prime Broker.

The Company's obligations to the Prime Broker will be secured by way of a first fixed charge over the Custody Assets. In addition, the Company's obligations to the Prime Broker in respect of any financing lines and short selling facilities will be secured by transferring to the Prime Broker all rights, title and interest in and to certain of the Custody Assets identified for such purposes by the Prime Broker as collateral. Collateral shall pass from the Company to the Prime Broker free and clear of any liens, claims, charges or encumbrances or any other interest of the Company or any third party and accordingly the Prime Broker may deal with, lend, dispose of, pledge, charge or otherwise use all collateral for its own purposes and shall be obliged to redeliver equivalent collateral to the Company on satisfaction by the Company of all its obligations to the Prime Broker and its affiliates. The Company will not be required to post collateral (excluding cash) with a market value in excess of 200 per cent of the value of the Company's obligations to the Prime Broker.

The Custody Assets may be borrowed, lent, charged or otherwise used by the Prime Broker for its own purposes, whereupon such Custody Assets will become the property of the Prime Broker or become subject to a charge in favour of the Prime Broker, as the case may be. The Company will have a right against the Prime Broker for the return of equivalent assets and will rank as an unsecured creditor in relation thereto. In the event of the insolvency of the Prime Broker, the Company may not be able to recover such equivalent assets in full. Maximum permitted level of transfer and re-use can be obtained from the Company upon request.

Cash held or received for the Company will be treated by the Prime Broker as client money and will be subject to the client money protections conferred by the Client Money Rules of the FCA.

The Prime Broker will have no decision-making discretion relating to the Company's investments. Further, the Prime Broker shall have no obligation to review, monitor or otherwise ensure compliance by the Company with the investment policies, restrictions or guidelines applicable to it or any other term or condition of the Company's offering document(s). The Prime Broker is a service provider to the Company and is not responsible for the preparation of this document or the activities of the Company and therefore accepts no responsibility for any information contained in this document.

The Company reserves the right, in its discretion, to change the prime brokerage and custodian arrangements described above including, but not limited to, the appointment of additional prime broker(s) and custodian(s).

The Prime Broker is a service provider to the Company and is not responsible for the preparation of this document or the activities of the Company and therefore accepts no responsibility for any information contained in this document. The Prime Broker will not participate in the investment decision-making process.

Auditors

Ernst & Young Ltd. ("**Auditor**") will act as auditor for the Company and have consented in writing to their appointment as such. The Directors may replace the Auditor without prior notice to the Shareholders.

Under the terms of the engagement letter which the Company has entered into with the Auditor, the Auditor's liability may be capped or limited, subject to certain exceptions. The engagement letter also contains certain release and indemnity provisions granted to the Auditor.

Anti-Money Laundering Compliance Officer, Money Laundering Reporting Officer and Deputy Money Laundering Reporting Officer

The Company has appointed a Compliance Officer (“CO”), Money Laundering Reporting Officer (“MLRO”), and Deputy Money Laundering Reporting Officer (“DMLRO”) of the Company (collectively, the “Officers”). The Officers shall carry out their functions in accordance with the laws of the Cayman Islands.

The CO shall act as point of contact with CIMA, respond to the competent authorities requests for information relating to the Company’s Anti-Money Laundering Program, provide Anti-Money Laundering/Counter Terrorist Financing (“AML/CTF”) compliance oversight of the Company’s activities (including the Company’s investment activity as well as investor-related anti-money laundering issues), establish and maintain appropriate systems and controls (including documented policies and procedures) to ensure compliance with Cayman AML/CTF laws/regulations, oversee audits/testing of the Administrator’s AML/CTF program and KYC documentation, ensure procedures are in place and employees are aware of procedures for the reporting of suspicious activity to the MLRO/DMLRO, maintain logs/records relating to specified scenarios such as rejection of subscriptions, investor account freezes and enhanced due diligence on politically exposed persons and other high risk investors, advise the Directors of AML/CTF compliance issues that need to be brought to its attention and report periodically to the Directors regarding the state of the Company’s AML/CTF program and controls.

The MLRO shall receive internal suspicious activity reports presented by the Company, the Administrator or the Manager’s staff or other service providers of the Company as applicable and considering any such report in light of all other relevant information for the purpose of determining whether or not the information or other matter contained in the report gives rise to knowledge or suspicion of criminal conduct pursuant to the Anti-Money Laundering Regulations (As Revised) of the Cayman Islands, the Proceeds of Crime Act (As Revised) of the Cayman Islands and the Guidance Notes on the Prevention and Detection of Money Laundering (as amended), file suspicious activity reports with the Financial Reporting Authority (“FRA”) as required, maintain a log of all reports of suspicious activity (including where the filing of a suspicious activity report is not deemed necessary or appropriate), keep the Directors informed of all internal reports of suspicious activity and suspicious activity reports filed with the FRA, to the extent permitted by law and regulation.

In the absence of the MLRO, the DMLRO will be the final decision maker as to whether to file a suspicious activity report.

The Officers are subject to change without prior consent or notice to the Shareholders. Shareholders may request the Company provide further particulars of the Officers.

Summary of Key Terms

Term	Class A	Class B	Class C	Class D
Minimum Initial Investment	US\$1,000,000	US\$200,000	US\$500,000	US\$200,000
Minimum Additional Investment	US\$100,000	US\$100,000	US\$100,000	US\$100,000
Minimum Holding Amount	US\$ 100,000	US\$ 100,000	US\$100,000	US\$ 100,000
Minimum Redemption Amount	US\$ 100,000	US\$ 100,000	US\$100,000	US\$ 100,000
Redemption Frequency	Monthly*	Monthly*	Monthly*	Monthly*
Subscription Dealing Deadline	5:00 p.m. (Hong Kong time) two (2) Business Days before the relevant Subscription Day	5:00 p.m. (Hong Kong time) two (2) Business Days before the relevant Subscription Day	5:00 p.m. (Hong Kong time) two (2) Business Days before the relevant Subscription Day	5:00 p.m. (Hong Kong time) two (2) Business Days before the relevant Subscription Day
Redemption Dealing Deadline	5:00 p.m. (Hong Kong time) two (2) Business Days before the relevant Redemption Day	5:00 p.m. (Hong Kong time) two (2) Business Days before the relevant Redemption Day	5:00 p.m. (Hong Kong time) two (2) Business Days before the relevant Redemption Day	5:00 p.m. (Hong Kong time) two (2) Business Days before the relevant Redemption Day
Hard Lock-up Period	The period of six (6) calendar months commencing from the issue of the Shares	The period of six (6) calendar months commencing from the issue of the Shares	The period of six (6) calendar months commencing from the issue of the Shares	The period of six (6) calendar months commencing from the issue of the Shares
Soft Lock-up Period	The period of six (6) calendar months commencing from the end of the Hard Lock-up Period	The period of six (6) calendar months commencing from the end of the Hard Lock-up Period	The period of six (6) calendar months commencing from the end of the Hard Lock-up Period	The period of six (6) calendar months commencing from the end of the Hard Lock-up Period
Redemption Charge**	1%	1%	1%	1%
Management Fee (p.a.)	1.5%	1.875%	1.65%	1.875%
Procurement Fee (p.a.)	0.5%	0.625%	0.55%	0.625%
Performance Fee	15%	22.5%	22.5%	22.5%
Procurement Performance Fee	5%	7.5%	7.5%	7.5%

* Subject to a Lock-up Period.

** During the Soft Lock-up Period.

Classes of Participating Shares in the Company

Class A Shares, Class B Shares, Class C Shares and Class D Shares are being offered for general subscription under this Placing Memorandum. Apart from their fee structures and such other terms and features as described in this Placing Memorandum and save as otherwise provided in the Articles, Class A Shares, Class B Shares, Class C Shares and Class D Shares shall have equal ranking with, and the same rights as, each other.

Class A Shares, Class B Shares, Class C Shares and Class D Shares will be available in the Base Currency.

The Directors reserve the right to establish and issue additional classes of Participating Shares from time to time. Each such class may be issued in different currencies, with different investment parameters, fee structures, liquidity terms and other features.

Issues of Participating Shares

Class A Shares, Class B Shares, Class C Shares and Class D Shares are available for subscription on any Subscription Day in respect of applications which are received together with application moneys in cleared funds before the Subscription Dealing Deadline. The Manager has discretion to accept applications and/or application moneys received after the Subscription Dealing Deadline provided they are received before the Valuation Point relating to the relevant Subscription Day.

The price at which Participating Shares will be issued on any particular Subscription Day will be the Subscription Price per Participating Share calculated in the manner described below in the section headed "*Subscription and Redemption Prices*".

Subscription Procedure

All applications for Participating Shares must be made by way of properly completed application forms.

Applications should be sent in the manner outlined in the application forms to the Administrator's Delegate in Singapore.

Applications may be sent by post. Application forms may also be sent by facsimile transmission or email to the contact details stated in the application form.

Investors should note that the Service Providers accept no responsibility for any loss caused as a result of non-receipt or illegibility of any application sent by facsimile (notwithstanding any facsimile transmission report produced by the originator of such transmission disclosing that such transmission was sent) or for any loss caused in respect of any action taken as a consequence of such facsimile instructions believed in good faith to have originated from properly authorised persons.

To subscribe for Participating Shares on a Subscription Day, application forms together with application moneys in cleared funds must be received by the Administrator's Delegate by the Subscription Dealing Deadline in respect of the relevant Subscription Day. Where applications or application moneys are received after the Subscription Dealing Deadline, such applications shall be carried over to the next Subscription Day and the Participating Shares will then be issued at the Subscription Price applicable on that day. Notwithstanding the aforesaid, the Manager has the discretion to accept late applications and/or application moneys received after the Subscription Dealing Deadline provided that they are received prior to the Valuation Point relating to the relevant Subscription Day.

Fractions of a Participating Share rounded down to three decimal places will be issued. Application moneys representing smaller fractions will be retained by the Company.

Participating Shares will be in registered form and share certificates will not be issued. A confirmation notice will be sent as soon as practicable to successful applicants on acceptance of their application and receipt in cleared funds of their application moneys.

Participating Shares may not be issued during the period of any suspension of the calculation of the Net Asset Value of the Company and/or of the issue of Participating Shares (for details see the section below headed “*Calculation of Net Asset Value*”). Once completed applications have been received by the Administrator’s Delegate they are irrevocable except in the event of such suspension, or unless otherwise consented to by the Directors.

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

Minimum Initial and Subsequent Subscription

The minimum initial subscription amount for each applicant of the relevant class shall be as provided in the table below (or such other amount as the Directors may from time to time determine either generally or in respect of any individual applicant), provided always that the minimum initial investment amount shall not, at any time, be less than the applicable local regulatory requirements of the Cayman Islands for a regulated mutual fund.

The minimum subsequent subscription for existing Shareholders of the relevant class shall be as provided in the table below (or such other amount as the Directors may from time to time determine either generally or in respect of any individual applicant).

Class	Minimum initial subscription amount	Minimum subsequent subscription amount
Class A Shares	US\$1,000,000	US\$100,000
Class B Shares	US\$200,000	US\$100,000
Class C Shares	US\$500,000	US\$100,000
Class D Shares	US\$200,000	US\$100,000

In any event, the minimum initial subscription must be at least US\$100,000 in order to satisfy the minimum subscription amount as required to be applicable to the Company under the Mutual Funds Act (As Revised) of the Cayman Islands (as amended from time to time).

Payment Procedure

There is no initial charge payable on the issue of Participating Shares.

No Participating Shares will be issued unless and until the relevant application moneys have been received in cleared funds by or on behalf of the Company. Unless the applicant has made arrangements with the Manager to make payment in some other currency or by some other method, payment must be made in US dollars by telegraphic transfer to the account specified in the application form. Application moneys other

than in US dollars will be converted into US dollars and all bank charges and other conversion costs will be deducted from the application moneys before investment in Participating Shares.

All application moneys must originate from an account held in the name of the applicant. No third parties payments shall be permitted.

Please note that for cleared funds to be received in Hong Kong before 5:00 p.m. on the last Business Day of the Subscription Dealing Deadline, payment must be made for value at least one business day in New York preceding such Subscription Dealing Deadline.

Restriction on Issue

The Manager reserves the right to reject any application for Participating Shares in whole or in part for any reason. If any application is rejected in whole or in part, the application moneys or (where an application is accepted in part only) the balance thereof will be returned (without interest) in US dollars by bank draft made out in favour of the applicant (or, in the case of joint applicants, the first named) and sent by ordinary post at the risk of the person entitled thereto. Funds may also be returned by telegraphic transfer at the discretion of the Manager and at the risk and expense of the applicant.

Each investor must represent and warrant to the Company that, among other things, he is able to acquire Participating Shares without violating applicable laws. The Company will not knowingly, offer or sell Participating Shares to any investor to whom such offer or sale would be unlawful. In particular, Participating Shares may not be offered or sold to any person other than a Qualified Holder.

From time to time, the Company may, to the extent permitted by the rules of the Financial Industry Regulatory Authority in the United States (“FINRA”), as may be amended from time to time (the “Rules”), purchase equity securities that are part of an initial public offering (sometimes referred to as “IPOs” or “new issues”). Under the Rules, brokers may not sell such securities to a private investment fund, if the Company has investors who are (i) “Restricted Persons” which category includes persons employed by or affiliated with a broker and portfolio managers of hedge funds and other registered and unregistered investment advisory firms and/or (ii) “Covered Investors”, which category includes executive officers or directors of a Public Company or Covered Non-Public Company, unless the Company has a mechanism in place that excludes such Restricted Persons from receiving allocation of profits from new issues or reduces such allocations to percentages permitted under the Rules as explained below. A “Public Company” is a company that is registered under Section 12 of the U.S. Securities and Exchange Act of 1934, as amended (the “Exchange Act”), or any other company that files periodic reports pursuant to Section 15(d) of the Exchange Act and a “Covered Non-Public Company” is a non-public company satisfying one or more of the following three criteria: (a) income of at least US\$1 million in the last fiscal year or in two of the last three fiscal years and shareholders’ equity of at least US\$15 million; or (b) shareholder’s equity of at least US\$30 million and a two year operating history; or (c) total assets and total revenue of at least US\$75 million in the latest fiscal year or in two of the last three fiscal years. For ease of reference in this summary, the term “Restricted Persons” shall be deemed to refer collectively to Restricted Persons and Covered Investors.

In the event that the Directors decide, in their sole discretion, that the Company will invest in public offerings of securities that would be deemed “new issues” under the Rules, the Directors reserve the right to restructure any existing class of Participating Shares of the Company into two classes. The first class of Participating Shares will be a restricted class (“Restricted Shares”) which will be issued to Restricted Persons and will have no economic participation in new issues assets so that no profits or losses associated with new issues are allocated to such class of Participating Shares. The second class of Participating Shares will be an unrestricted class (“Unrestricted Shares”) which will be issued to non-Restricted Persons (“Unrestricted Persons”) and will have full economic participation in new issues profits or losses. The

Company may, however, avail itself of a “de minimis” exemption pursuant to which a portion of any new issue profits and losses may be allocated to the Restricted Shares and thus to Restricted Persons. The Directors have discretion to determine, among other things: (i) the manner in which new issues are purchased, held, transferred and sold and any adjustments (including interest) with respect thereto; (ii) the Shareholders who are eligible and ineligible to participate in new issues; (iii) the method by which profits and losses from new issues are to be allocated among Shareholders in the Company in a manner that is permitted under the Rules (including whether the Company will avail itself of the “de minimis” exemption or any other exemption); and (iv) the time at which new issues are no longer considered as such under the Rules.

Each subscriber for and each transferee of Participating Shares will be required to complete and execute a statement representing to the Company whether such subscriber or transferee falls within the proscription of the Rules. Employment information about the subscribers will be shared with FINRA member brokers that offer initial public offerings in order to satisfy information requirements under Rule 5131. Persons who do not fully complete and execute such statement as required by the Company may not be permitted to participate in new issues to any extent, until they establish their eligibility to participate in new issues to the Company’s or the Manager’s satisfaction. Shareholders may also be requested to provide periodic updates of such information and failure to do so may result in the Shareholder’s Unrestricted Shares being converted into corresponding Restricted Shares.

The Company may permit holders of Restricted Shares who are eligible to own Unrestricted Shares to convert their Restricted Shares to Unrestricted Shares based upon their relative net asset values at the time of conversion, and any such holder will be required to execute a statement regarding his eligibility to participate in “new issue” securities.

If the Company determines to its satisfaction that an owner of Unrestricted Shares falls within the proscription of the Rules, the Company will give notice to the Shareholder who will have 10 days from the date of such notice to respond and in the absence of any response or if the Company is not satisfied with the response, it may by further notice redeem the Unrestricted Shares of such Shareholder as of the date specified in such notice and apply the redemption proceeds to the purchase of an equivalent value of Restricted Shares of the same currency in the Company on the date specified in such notice.

Anti-Money Laundering and Countering of Terrorist and Proliferation Financing Regulations

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

The Company, and the Administrator on the Company's behalf, reserve the right to request such information as is necessary to verify the identity of a Shareholder (i.e. a subscriber or a transferee) and the identity of their beneficial owners/controllers (where applicable), and their sources of subscription funds. Where the circumstances permit, the Company, or the Administrator on the Company's behalf, may be satisfied that full due diligence is not required upon subscription where a relevant exemption applies under applicable law. However, detailed verification information may be required prior to the payment of any proceeds in respect of, or any transfer of, Shares.

For the purposes of these exceptions, recognition of a financial institution, regulatory authority, stock exchange or jurisdiction will be determined in accordance with the Regulations by reference to those

jurisdictions recognised by the Authority as having equivalent anti money laundering regulations to the Cayman Islands.

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

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

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

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

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

The Company is also subject to the same legislation and regulations aimed at the prevention of money laundering that are applicable to the Company. The Company will discharge its obligations by implementing procedures substantially similar to the Company.

Investors may obtain details (including contact details) of the current AML Compliance Officer, Money Laundering Reporting Officer and Deputy Money Laundering Reporting Officer of the Company, by contacting the Manager at oversea-im@jindexfund.com.

Sanctions

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

Accordingly, the Company will require the subscriber to represent and warrant, on a continuing basis, that it is not, and that to the best of its knowledge or belief its beneficial owners, controllers or authorised

persons ("**Related Persons**") (if any) are not; (i) named on any list of sanctioned entities or individuals maintained by the US Treasury Department's Office of Foreign Assets Control ("**OFAC**") or pursuant to European Union ("**EU**") and/or United Kingdom ("**UK**") Regulations (as the latter are extended to the Cayman Islands by Statutory Instrument) and/or Cayman Islands legislation, (ii) operationally based or domiciled in a country or territory in relation to which sanctions imposed by the United Nations, OFAC, the EU, the UK and/or the Cayman Islands apply, or (iii) otherwise subject to sanctions imposed by the United Nations, OFAC, the EU, the UK (including as the latter are extended to the Cayman Islands by Statutory Instrument) or the Cayman Islands (collectively, a "**Sanctions Subject**").

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

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

Beneficial Ownership Regime

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

Data Protection

GDPR

Prospective EU individual investors and institutional investors (regardless of where they are based) who will be providing the Company with personal data of EU individuals connected with them ("EU-connected Investors") should note that, by virtue of making an investment in the Company and the associated interactions with the Company and its affiliates and delegates (including completing the Subscription Agreement, and including the recording of electronic communications or phone calls where applicable), or by virtue of providing the Company with personal information on EU individuals connected with the investor (for example directors, trustees, employees, representatives, shareholders, investors, clients, beneficial owners or agents) such individuals will be providing the Company and its affiliates and delegates with certain personal information which constitutes personal data within the meaning of the Data Protection Legislation. The Company shall act as a data controller in respect of this personal data and its affiliates and

delegates, such as the Administrator and the Manager may act as data processors (or data controllers in some circumstances).

The Company will prepare a document outlining the Company's data protection obligations and the data protection rights of individuals under the Data Protection Legislation (the "Privacy Notice").

All new EU-connected Investors shall receive a copy of the Privacy Notice as part of the process to subscribe for the Participating Shares in the Company and a copy of the Privacy Notice will be sent to all existing EU-connected Investors in the Company that subscribed before the Data Protection Legislation came into effect.

The Privacy Notice contains information on the following matters in relation to data protection:

- that EU-connected Investors will provide the Company with certain personal information which constitutes personal data within the meaning of the Data Protection Legislation;
- a description of the purposes and legal bases for which the personal data may be used;
- details on the transmission of personal data, including (if applicable) to entities located outside the European Economic Area;
- details of data protection measures taken by the Company;
- an outline of the various data protection rights of individuals as data subjects under the Data Protection Legislation;
- information on the Company's policy for retention of personal data; and
- contact details for further information on data protection matters.

Given the specific purposes for which the Company and its affiliates and delegates envisage using personal data, under the provisions of the Data Protection Legislation, it is not anticipated that individual consent will be required for such use. However, as outlined in the Privacy Notice, individuals as data subjects under the Data Protection Legislation have the right to object to the processing of their data where the Company has considered this to be necessary for the purposes of its or a third party's legitimate interests.

Cayman Islands Data Protection

The Cayman Islands Government enacted the Data Protection Act (As Revised) of the Cayman Islands (the "DPA") on 18 May 2017 and it was brought into force on 30 September 2019. The DPA introduces legal requirements for the Company based on internationally accepted principles of data privacy.

The Company has prepared a document outlining the Company's data protection obligations and the data protection rights of investors (and individuals connected with investors) under the DPA (the "Fund Privacy Notice"). The Fund Privacy Notice is contained within the Subscription Agreement and will be available to existing investors by request to the Manager.

Prospective investors should note that, by virtue of making investments in the Company and the associated interactions with the Company and its affiliates and/or delegates (including completing the Subscription Agreement, and including the recording of electronic communications or phone calls where applicable), or by virtue of providing the Company with personal information on individuals connected with the investor (for example directors, trustees, employees, representatives, shareholders, investors, clients, beneficial owners or agents) such individuals will be providing the Company and its affiliates and/or delegates

(including, without limitation, the Administrator) with certain personal information which constitutes personal data within the meaning of the DPA. The Company shall act as a data controller in respect of this personal data and its affiliates and/or delegates, such as the Administrator and the Manager, may act as data processors (or data controllers in their own right in some circumstances).

By investing in the Company and/or continuing to invest in the Company, investors shall be deemed to acknowledge that they have read in detail and understood the Fund Privacy Notice and that the Fund Privacy Notice provides an outline of their data protection rights and obligations as they relate to the investment in the Company. The Subscription Agreement contains relevant representations and warranties.

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

Waiver of Electronic Communications

On behalf of the Company, the Administrator offers authorised persons, including relevant Service Providers and Shareholders, the opportunity to review confidential fund information, including but not limited to investor and investment information, via electronic delivery. Although this may be of benefit, it is important to note that:

- i. electronic communications may not be secure, may contain computer viruses or other defects, may not be accurately replicated on other systems, or may be intercepted, deleted or interfered with or without the knowledge of the sender or the intended recipient; and
- ii. the information may be located outside of the Cayman Islands and may need to be disclosed to third parties; e.g. those involved with the maintenance of the information, and could be accessed by un-authorised persons.

As such, the person to whom the information belongs by investing in the Company agrees that the Administrator, on behalf of the Company, may employ the applicable method of communication. The person will also be required to release the Administrator and the Company from any form of liability or loss associated with the communication or publication of fund information, including but not limited to investor and investment information. The Administrator makes no warranties in relation to these matters and the use of the alternative methods of communication will be at the sole risk of the person to whom the information belongs. The Administrator also reserves the right to intercept, monitor and retain communications to and from its systems as permitted by applicable law.

Redemptions

Shareholders may redeem their Participating Shares on any Redemption Day on giving notice (a "**Redemption Notice**") to the Administrator's Delegate in Singapore no later than the Redemption Dealing Deadline. Any Redemption Notice received after the Redemption Dealing Deadline will be held over until the Redemption Day next following the relevant Redemption Day and the Participating Shares will then be redeemed at the Redemption Price applicable on that day. The Manager has discretion to accept Redemption Notices received after the Redemption Dealing Deadline provided they are received before the Valuation Point relating to the relevant Redemption Day.

The Participating Shares may not be redeemed as of any Redemption Day, during the six (6) months period immediately following the Subscription Day (the "**Hard Lock-up Period**"), subject to the absolute discretion of the Directors of the Company to permit a redemption in whole or in part; and shall be subject to a soft lock-up period (the "**Soft Lock-up Period**") during the six (6) months immediately following the

end of the Hard Lock-up Period, such that any redemption made during the Soft Lock-up Period is subject to a redemption charge (the "**Redemption Charge**").

A Redemption Charge of one per cent (1%) of the redemption proceeds will be payable to the Company for the benefit of the remaining Shareholders (except in the case where the Redemption Charge is paid by the last remaining Shareholder, the Redemption Charge shall be payable to the Manager) and imposed on any Class of Shares that is redeemed within the period of six (6) calendar months commencing from the end of the Hard Lock-up Period (i.e. during the Soft Lock-up Period), subject to the sole discretion of the Directors to waive all or part of the Redemption Charge.

Where a Shareholder has been issued Participating Shares at different times and subsequently makes a partial redemption, Participating Shares shall be redeemed on a "first issued, first redeemed" basis.

Partial redemptions may be effected subject to the minimum redemption amount and the minimum holding amount of the relevant class as provided in the table below. If a request for redemption will result in a Shareholder holding Participating Shares of a class to the value of less than the minimum holding amount applicable to that class (on the relevant Redemption Day), the Directors may deem such request to have been made in respect of all the Participating Shares of that class held by that Shareholder. The Directors have the discretion to waive the minimum redemption amount or the minimum holding amount generally or in any particular case.

Class	Minimum redemption amount	Minimum holding Amount
Class A Shares	US\$ 100,000	US\$ 100,000
Class B Shares	US\$ 100,000	US\$ 100,000
Class C Shares	US\$ 100,000	US\$ 100,000
Class D Shares	US\$ 100,000	US\$ 100,000

Redemption Procedure

Redemption Notices must be in writing and must state the number or value of Participating Shares to be redeemed and where applicable the relevant class of Participating Shares to be redeemed and give payment instructions for the redemption proceeds. Redemption Notices may be sent by post, email or by facsimile.

Investors should note that the Service Providers accept no responsibility for any loss caused as a result of non-receipt or illegibility of any Redemption Notices sent by facsimile (notwithstanding any facsimile transmission report produced by the originator of such transmission disclosing that such transmission was sent) or for any loss caused in respect of any action taken as a consequence of such facsimile instructions believed in good faith to have originated from properly authorised persons.

Participating Shares will be redeemed in the Base Currency at the Redemption Price calculated for the relevant Redemption Day in the manner described below in the section headed "*Subscription and Redemption Prices*". Redemption proceeds will be paid as soon as practicable (and in any event, subject to suspension of redemptions in the manner described below in the section headed "*Subscription and Redemption Prices*", within one month of the relevant Redemption Day) either by transfer to the pre-designated bank account or by cheque posted to the Shareholder (at his risk and expense) at his registered address. Where redemption proceeds are to be paid to a bank account other than that notified to the Administrator's Delegate at the time of subscription, the Administrator's Delegate may require the signature of the Shareholder on the relevant Redemption Notice to be independently verified to its satisfaction. No redemption proceeds will be paid to third parties.

If at any time during the period from the time as at which the Redemption Price is calculated and the time at which moneys are converted out of any other currency into the Base Currency to meet a redemption request there is an officially announced devaluation of that currency, the amount payable to any relevant redeeming Shareholder may be reduced as the Directors consider appropriate to take account of the effect of that devaluation.

In the event that there is a delay in receipt by the Company of the proceeds of realisation of its investments to meet redemption requests, the Directors may delay the payment of the relevant portion of the amount due on the redemption of Participating Shares. If the Company is required by the laws of any relevant jurisdiction to make a withholding from any redemption proceeds payable to the redeeming Shareholder, the amount of such withholding shall be deducted from the redemption proceeds otherwise payable to such person.

Further, the Company reserves the right to refuse and the Manager and the Administrator's Delegate reserve the right to refuse or to advise the Company to refuse to make any redemption payment to a Shareholder if any of them suspects or is advised that the payment of any redemption proceeds to such Shareholder might result in a breach or violation of any applicable anti-money laundering or other laws or regulations by any person in any relevant jurisdiction, or such refusal is considered necessary or appropriate to ensure the compliance by the Company, the Manager or the Administrator's Delegate with any such laws or regulations.

The Company's obligation to redeem Participating Shares is subject to postponement if requests are received in respect of any one Redemption Day for redemptions of, in aggregate, more than 20 per cent of the Participating Shares of the Company in issue (or such higher percentage as the Directors may determine in their sole discretion). In such case, the Company may reduce all but not some of such requests pro rata so that they cover 20 per cent of the Participating Shares of the Company in issue (or such higher percentage as the Directors may determine in their sole discretion). Any part of a Redemption Notice to which effect is not given by reason of the exercise of this power by the Company will be treated as if the request had been made (ranking the same as and with no priority over any redemption requests subsequently received by the Administrator's Delegate) in respect of the next Redemption Day and all following Redemption Days (in relation to which the Company has the same power) until the original request has been satisfied in full.

Participating Shares shall be treated as having been redeemed with effect from the relevant Redemption Day irrespective of whether or not a Shareholder has been removed from the Register of Members or the Redemption Price has been determined or remitted. Accordingly, on and from the relevant Redemption Day, Shareholders in their capacity as such will not be entitled to or be capable of exercising any rights arising under the memorandum of association and the Articles with respect to Participating Shares being redeemed (including any right to receive notice of, attend or vote at any meeting of the Company) save the right to receive the Redemption Price and any dividend which has been declared prior to the relevant Redemption Day but not yet paid (in each case with respect to the Participating Shares being redeemed). Such redeemed Shareholders will be creditors of the Company with respect to the Redemption Price and in an insolvent liquidation, redeemed Shareholders will rank accordingly. Upon the removal of the name of a Shareholder from the Register of Members with respect to a redemption, the relevant Participating Share shall be cancelled, but shall be available as a Participating Share for re-issue and until re-issue shall form part of the unissued share capital of the Company. Details of the Redemption Price applicable to any Participating Shares may be obtained by the relevant redeemed Shareholder from the Manager.

The right of any Shareholder to require the redemption of Participating Shares will be suspended during any period when the calculation of the Net Asset Value of the Company and/or of the redemption of Participating Shares is suspended by the Company. Once completed Redemption Notices have been

received by the Administrator's Delegate, they are irrevocable except in the event of such suspension or unless otherwise consented to by the Directors.

Compulsory Redemptions

The Directors have the power to require the redemption or transfer of Participating Shares held by a person who is not a Qualified Holder or by any person in breach of any law or requirement of any country or governmental authority or by any person or persons in circumstances which, in the opinion of the Directors, might result in the Company, any Shareholder or any Service Provider incurring any liability to taxation or suffering any other pecuniary disadvantage which the Company, any Shareholder or any Service Provider might not otherwise have incurred or suffered or which might subject the Company, any Shareholder or any Service Provider to regulation or a requirement to register or obtain any form of licence or approval in any jurisdiction.

The Directors also have power to compulsorily redeem a Shareholder's Participating Shares for any reason whatsoever, including to settle any amount due from the Shareholder to the Company or any Service Provider to the Company. Further, if the Net Asset Value of the Company is at any time below US\$20,000,000 and if the Directors at such time so resolve, all Participating Shares shall become compulsorily redeemable.

RISK FACTORS

Investors should satisfy themselves that the Company is suitable for them in terms of their own circumstances and financial position before making any decision to invest.

Prospective investors should be aware of the following risk factors, when contemplating whether or not to invest in the Company.

The risk factors mentioned in this Placing Memorandum do not purport to be an exhaustive list of all the risks inherent in an investment in the Company. Investors should not solely rely upon such information for any investment in the Company and should note that there may be various other risks or considerations not specifically mentioned in this document, but which may also need to be taken into account before making any decision to invest in the Company.

Investment Objective

There is no guarantee that in any time period, particularly in the short term, the Company's portfolio will achieve appreciation in terms of capital growth. Investors should be aware that the value of Participating Shares may fall as well as rise.

Investment in the Company involves significant risks. Whilst it is the intention of the Manager to implement strategies which are designed to minimise potential losses, there can be no assurance that these strategies will be successful. It is possible that an investor may lose a substantial proportion or all of its investment in the Company. As a result, each investor should carefully consider whether it can afford to bear the risks of investing in the Company.

Leverage

The Company may be leveraged by borrowing and may also engage in investment strategies that constitute leverage should the Manager consider this necessary or desirable. Such strategies may include the borrowing and short selling of securities and the acquisition and disposal of certain types of derivative securities and instruments, such as swaps, futures and options.

Whilst leveraging creates an opportunity for greater total returns it also exposes the Company to a greater risk of loss arising from adverse price changes.

Concentration Risk

The Company may at certain times hold a few, relatively large (in relation to its capital) positions with the result that a loss in any position could have a material adverse impact on the Company's capital.

Derivatives

The Company may have exposure to derivatives including instruments and contracts the value of which is linked to one or more underlying securities, interest rates, foreign exchange rates, financial benchmarks or indices. Derivatives allow an investor to hedge or speculate upon the price movements of a particular security, financial benchmark or index at a fraction of the cost of investing in the underlying asset. The value of a derivative depends largely upon price movements in the underlying asset. Therefore, many of the risks applicable to trading the underlying asset are also applicable to derivatives trading. However, there are a number of other risks associated with derivatives trading. For example, because many derivatives provide significantly more market exposure than the money paid or deposited when the transaction is entered into, a relatively small adverse market movement can result not only in the loss of the entire

investment, but may also expose the Company to the possibility of a loss exceeding the original amount invested.

Repurchase Agreements

The Company may enter into repurchase agreements with respect to securities. Repurchase agreements involve credit risk to the extent that the Company's counterparties may avoid such obligations in bankruptcy or insolvency proceedings, thereby exposing the Company to unanticipated losses. The amount of credit risk incurred by the Company with respect to a particular repurchase agreement will depend in part on the extent to which the obligation of the Company's counterparty is secured by sufficient collateral.

Under a repurchase agreement, the Company retains the economic risks and rewards of the securities which it has sold to the counterparty and therefore is exposed to market risk in the event that it must repurchase such securities from the counterparty at the pre-determined price which is higher than the value of the securities. If it chooses to reinvest the cash collateral received under the repurchase agreement, it is also subject to market risk arising in respect of such investment.

Liquidity of Investment Portfolio

The market for some securities in which the Company may invest may be relatively illiquid. Liquidity relates to the ability of the Company to sell an investment in a timely manner. The market for relatively illiquid securities tends to be more volatile than the market for more liquid securities. Investment of the Company's assets in relatively illiquid securities and loans may restrict the ability of the Company to dispose of its investments at a price and time that it wishes to do so. The risk of illiquidity also arises in the case of over-the-counter transactions. There is no regulated market in such contracts, and the bid and offer prices will be established solely by dealers in these contracts.

Foreign Currency Markets

The Company will have exposure to fluctuations in currency exchange rates where it invests directly or indirectly in securities denominated in currencies other than US dollars. It may, in part, seek to offset the risks associated with such exposure through foreign exchange transactions. The markets in which foreign exchange transactions are effected are highly volatile, highly specialised and highly technical. Significant changes, including changes in liquidity and prices, can occur in such markets within very short periods of time, often within minutes. Foreign exchange trading risks include, but are not limited to, exchange rate risk, interest rate risk and potential interference by foreign governments through regulation of local exchange markets, foreign investment, or particular transactions in foreign currency.

Economic and Political Risks

The economies of certain countries in which the Company may invest may differ favourably or unfavourably from the economies of more developed countries in such respects as growth of gross domestic product, rate of inflation, currency depreciation, capital reinvestment, resource self-sufficiency and balance of payments position. With respect to any emerging country, there is the possibility of nationalisation, expropriation or confiscatory taxation, political changes, government regulation, social instability or diplomatic developments and war which could affect adversely the economies of such countries or the value of the Company's investments in such countries. In addition, it may be difficult to obtain and enforce a judgement in a court in an emerging country.

The economic and political risks described above may also adversely impact the value of derivative instruments and securities that are linked to the performance of emerging markets.

Trade Execution Risks

When executing trades, there might be a difference in the price at which trades finally get executed and the price that is targeted at the time of initiation of the trade. This difference may be favorable or adverse. These differences arise on account of various reasons such as overload on trading systems of the relevant market or unexpected volatility in price.

Settlement Risks

The Company will be exposed to a credit risk on parties with whom it trades and will also bear the risk of settlement default. Market practices in the emerging markets in relation to the settlement of securities transactions and custody of assets will provide increased risk. Although the emerging markets have grown rapidly over the last few years, the clearing, settlement and registration systems available to effect trades on such markets are significantly less developed than those in more mature world markets which can result in delays and other material difficulties in settling trades and in registering transfers of securities. Problems of settlement in these markets may affect the Net Asset Value and liquidity of the Company.

Custody Risks

Assets held as collateral by the Prime Brokers in relation to facilities offered to the Company, assets held as collateral by counterparties to derivative transactions with the Company and assets deposited as margin with either the Prime Brokers, counterparties or with executing brokers might not be segregated from the assets of the Prime Brokers, counterparties or such executing brokers. Such assets might therefore be available to the creditors of such persons in the event of their insolvency. In addition, no independent custodian has, as at the date of this Placing Memorandum, been appointed to hold the cash or other assets of the Company. Bank accounts in which the cash of the Company are held are generally operated by the Manager and/or the Administrator under authority from the Company.

Similarly, cash held or received for the Company by or on behalf of a Prime Broker will not normally be treated as client money and will not be subject to the client money protections under applicable laws. Accordingly the Company's cash will also be collateral and will not be segregated from the cash of the relevant Prime Broker. As a consequence such cash may be used by the relevant Prime Broker in the course of its business and the Company will rank as a general creditor of the relevant Prime Broker in the event of the relevant Prime Broker's insolvency. This may also result in an adverse effect on the net asset value of the Company.

Custodians or sub-custodians may be appointed in local markets for purpose of safekeeping assets in those markets. Where the Company invests in markets where custodial and/or settlement systems are not fully developed, the assets of the Company may be exposed to custodial risk. In case of liquidation, bankruptcy or insolvency of a custodian or sub-custodian, the Company may take a longer time to recover its assets. In extreme circumstances such as the retroactive application of legislation and fraud or improper registration of title, the Company may even be unable to recover all of its assets. The costs borne by Company in investing and holding investments in such markets will be generally higher than in organised securities markets.

Stock Borrowing

The Manager may borrow securities for the account of the Company on terms that such securities may be recalled by the lender at short notice. If the securities are recalled, the Manager may be required to unwind a strategy early, which may result in losses. The Manager will endeavour to borrow non-recallable stock where possible.

Indemnification of the Company's Directors and Service Providers Etc.

The Company's Directors, officers, Manager, Procurement Manager, Administrator, Administrator's Delegate, Prime Brokers, Auditors and its other Service Providers, and their respective affiliates, are entitled to be indemnified in certain circumstances. As a result, there is a risk that the Company's assets will be used to indemnify such persons, companies or their employees or to satisfy their liabilities as a result of their activities in relation to the Company.

Short Selling

The Company may short sell securities of an issuer. If the price of the issuer's securities declines the Manager may then cover the short position with securities purchased in the market. The profit realized on a short sale will be the difference between the price received in the sale and the cost of the securities purchased to cover the sale.

The possible losses from short selling securities differ from losses that could be incurred from a cash investment in the security; the former may be unlimited, whereas the latter can only equal the total amount of the cash investment. Short selling activities are also subject to restrictions imposed by the various national and regional securities exchanges, which restrictions could limit the investment activities of the Manager.

Reliance on Management

The Company's performance is largely dependent on the continuation of an agreement with the Manager and the services and skills of its delegates and their respective officers and employees. The loss of the Manager's services or its delegates' (or of any of their respective key personnel) could materially and negatively impact the value of the Company.

Performance Fee

The performance fee payable to the Manager may create an incentive for the Manager to make investments that are riskier or more speculative than would be the case in the absence of a performance fee. Prospective investors should note that the management fee and performance fee payable to the Manager are based in part upon unrealised gains (as well as unrealised losses), and that such unrealised gains and losses may never be realised by the Company.

Dividends and Distributions

The Company does not intend to pay dividends or other distributions, but intends instead to reinvest all of the Company's income and gains. Accordingly, an investment in the Company may not be suitable for investors seeking income returns for financial or tax planning purposes. The Directors reserve the right to declare and pay special dividends. The Directors do not anticipate such dividends being paid except in unusual circumstances.

Conflicts of Interest

There will be no limitation with respect to the Manager's other activities and investments or with respect to the activities of other investment portfolios managed by the Manager. Accordingly, conflicts of interest may occur. Please refer to the section headed "*Potential Conflicts of Interest*" below for further information.

Valuation and Accounting

The Company intends to adopt International Financial Reporting Standards (“IFRS”) in drawing up the annual accounts of the Company. However, investors should note that the calculation of the Net Asset Value in the manner described below in the section headed “*Calculation of Net Asset Value*” (which the Company intends to adopt for the purpose of determining Subscription Prices and Redemption Prices and for the purpose of the calculation of various fees as described in this Placing Memorandum) may not necessarily comply with generally accepted accounting principles, that is, IFRS. Accordingly, investors should note that the NAV as described in this Placing Memorandum may not necessarily be the same as the net asset value to be reported in the annual accounts as the Manager may make necessary adjustments in the annual accounts to comply with IFRS.

Effect of Substantial Redemptions

Substantial redemptions by Shareholders within a short period of time could require the Company to liquidate securities and other positions more rapidly than would otherwise be desirable, possibly reducing the value of its assets and/or disrupting its investment strategy. Further, it may be impossible to liquidate a sufficient amount of securities to meet redemptions because a significant part of the portfolio at any given time may be invested in securities for which the market is or becomes illiquid. Reduction in the size of the Company could make it more difficult to generate a positive return or to recoup losses due to, among other things, reductions in the Company's ability to take advantage of particular investment opportunities or decreases in the ratio of its income to its expenses.

Investment Model Risk

The investment models goes through thorough and diligent testing process before they are turned on. Still, investment models can make mistakes and lose their efficiency, if external factors change. The external factors include, but are not limiting to, changes in government regulations, changes in exchange trading rules and other changes.

United States FATCA

Sections 1471 – 1474 of the Internal Revenue Code of 1986, as amended (referred to as “**FATCA**”) has imposed new rules with respect to certain payments to non-United States Persons, such as the Company, including interest and dividends from securities of US issuers and gross proceeds from the sale of such securities. All such payments may be subject to withholding at a 30 per cent rate, unless the recipient of the payment satisfies certain requirements intended to enable the United States Internal Revenue Service (“**IRS**”) to identify certain United States Persons with interests in such payments. Such withholding has begun with respect to US source dividends, interest, and similar income payments made after 30 June 2014 and with respect to payments of gross proceeds and certain non-US source payments made after 31 December 2018. To avoid such withholding on payments made to it, a foreign financial institution (an “**FFI**”), such as the Company (and, generally, other investment funds organized outside the United States), generally will be required to enter into an agreement (an “**FFI Agreement**”) with the IRS under which, among other things, it will be required to identify certain of its direct or indirect US owners and report certain information concerning such US owners to the IRS, and in some cases withhold the above described withholding tax on payments made to certain of its owners.

The United States and the Cayman Islands signed an intergovernmental agreement for the implementation of FATCA (the “**US IGA**”). Pursuant to the US IGA, which follows the “Model 1B” intergovernmental agreement disclosed by the United States Treasury in 2012, the Company will generally not be subject to the above described FATCA withholding tax on payments it receives, and will generally be relieved from the obligation to enter into an FFI Agreement and to withhold tax on payments made to its investors,

provided that the Cayman Islands government and the Company comply with the terms of the US IGA. Among other things, the US IGA requires the Company to identify certain of its direct and indirect US owners and report such ownership to the Cayman Islands, which in turn will report information regarding such ownership to the IRS.

The Company will endeavour to satisfy the requirements imposed under FATCA, the US IGA and any related Cayman Islands laws to avoid any withholding tax. In the event that the Company is not able to comply with the requirements imposed by FATCA, the US IGA or any related Cayman Islands laws and the Company does suffer US withholding tax on its investments as a result of non-compliance, the Net Asset Value of the Company may be adversely affected and the Company may suffer significant loss as a result.

In the event any amounts are withheld from payments made to the Company pursuant to FATCA due to any failure by a Shareholder to provide information to the Company necessary to avoid such withholding, the Company may collect the withheld taxes from such Shareholder (which, at the Company's discretion, may be collected from proceeds otherwise payable to the Shareholder from the redemption of Participating Shares) and/or allocate or apportion to such Shareholder the withheld taxes.

Each prospective investor (and Shareholder) should consult with its own tax advisor as to the potential impact of FATCA in its own tax situation.

Risks related to the QFI Regime / Risks related to the PRC A-Shares

In relation to onshore China listed securities, the Company intends to gain exposure via the Qualified Foreign Investor Regime (“QFI”) or other similar schemes, which seek to achieve market access to the PRC from Hong Kong or other regions.

Under the prevailing regulations in the PRC, foreign investors can invest in the securities of the Chinese domestic securities market pursuant to the applicable QFI rules and regulations (“QFI Eligible Securities”) through institutions that have obtained QFI status in the PRC. The current QFI regulations impose strict restrictions (such as investment guidelines) on QFI Eligible Securities investment.

The Company is not a QFI, but may invest directly in QFI Eligible Securities via the QFI status of the Manager and/or other QFI holders.

The QFI status could be revoked, in particular because of material violations of rules and regulations by the QFI. In such cases, the Company may not be able to invest directly in QFI Eligible Securities and may be required to dispose of its holdings which would likely have a material adverse effect on the Company.

There can be no assurance that redemption requests can be processed in a timely manner due to adverse changes in relevant laws or regulations, including changes in QFI repatriation restrictions. Such restrictions may result in suspension of dealings of the Company.

In extreme circumstances, the Company may incur significant loss due to limited investment capabilities, or may not be able to fully implement or pursue its investment objective or strategy, due to QFI investment restrictions, illiquidity of the Chinese domestic securities market, and/or delay or disruption in execution of trades or in settlement of trades, and/or change in the applicable laws, rules and regulations (including restrictions on investments and repatriation of principal and profits) in the PRC and such change may have potential retrospective effect.

Investors should note that the prevailing rules and regulations governing QFIs impose restrictions on investments of principal and profits in relation to QFI investments in A-Shares and other QFI Eligible

Securities permitted under the Investment Regulations, which will restrict the ability of the Company to invest in A-Shares and such instruments.

Investment Restrictions

Direct investments in A-Shares through QFIs are subject to compliance with the following investment restrictions which are currently in force and applicable to each QFI (including the Manager):

- (i) shares held by each underlying foreign investor who makes investment through QFI investment quota in one listed company should not exceed 10% of the total outstanding shares of the company; and
- (ii) total shares held by all underlying foreign investors who make investment through QFI investment quotas in one listed company should not exceed 30% of the total outstanding shares of that company.

However, strategic investments in listed companies listed on the PRC Stock Exchanges in accordance with the “Measures for the Administration of Strategic Investment of Foreign Investors in Listed Companies” (《外國投資者對上市公司戰略投資 管理辦法》) are not subject to the above limitations.

The investment restrictions will be applied to underlying foreign investors. However, it will be difficult in practice for the QFI to monitor the investment of the underlying foreign investors since the investor may make investment through different QFIs.

For the purposes of calculating the 10% investment limit on shares held by each underlying foreign investor who makes investment through QFI investment quota in one listed company as mentioned on the preceding page of this PPM, the holdings of the Company may need to be aggregated.

In addition, since there are limitations on total shares held by all underlying investors in one listed company, the capacity of the Company to make investments in A-Shares and B-Shares will be affected by the activities of all underlying investors.

The People’s Bank of China (“PBOC”) and the SAFE regulate and monitor the remittance and the repatriation of funds out of the PRC by the QFI pursuant to the applicable QFI rules and regulations. Repatriations by QFIs in respect of the Company are currently not subject to repatriation restrictions, any lock-up period or prior approval, although authenticity and compliance reviews will be conducted, and monthly reports on remittances and repatriations will be submitted to SAFE by the QFI Custodian. There is no assurance that PRC rules and regulations will not change or that repatriation restrictions will not be imposed in the future. Any restrictions on repatriation of the invested capital and net profits may impact on the Company’s ability to meet redemption requests from the unitholders.

Furthermore, as the QFI Custodian’s review on authenticity and compliance is conducted on each repatriation, the repatriation may be delayed or even rejected by the QFI Custodian in case of non-compliance with the QFI rules and regulations. In such case, it is expected that redemption proceeds will be paid to the redeeming unitholder as soon as practicable and after the completion of the repatriation of funds concerned. It should be noted that the actual time required for the completion of the relevant repatriation will be beyond the Manager’s control.

The rules and restrictions under QFI regulations generally apply to the QFI as a whole and may or may not be specific to the investments made by the Company. In addition, the relevant PRC regulators are vested with the power to impose regulatory sanctions if a QFI or a QFI custodian violates any provision of the QFI rules and regulations. Any violations could result in regulatory sanctions and may adversely impact on the investment by the Company.

There is no assurance, however, that PRC rules and regulations will not change or that repatriation restrictions will not be imposed in the future. Any restrictions on repatriation of the invested capital and net profits may impact on the Company's ability to meet redemption requests from the holders of Participating Shares. Furthermore, as the QFI Custodian's review on authenticity and compliance is conducted on each repatriation, the repatriation may be delayed or even rejected by the QFI Custodian in case of non-compliance with the QFI rules and regulations. In such case, it is expected that redemption proceeds will be paid to the redeeming holder of Participating Shares as soon as practicable and after the completion of the repatriation of funds concerned.

Investors should note that there can be no assurance that a QFI will continue to maintain its QFI status, or that redemption requests can be processed in a timely manner due to repatriation restrictions or adverse changes in relevant laws or regulations. Such restrictions may respectively result in a rejection of applications and a suspension of dealings of the Company. In extreme circumstances, the Company may incur significant losses due to limited investment capabilities, or may not be able to fully implement or pursue its investment objective or strategy, due to QFI investment restrictions, illiquidity of the Chinese domestic securities market, and/or delay or disruption in execution of trades or in settlement of trades.

The current QFI laws, rules and regulations are subject to change, which may take retrospective effect. In addition, there can be no assurance that the QFI laws, rules and regulations will not be abolished. The Company, which invests in the PRC markets through a QFI may be adversely affected as a result of such changes.

Currency and Exchange Rate

Under the QFI investment quota, the Company's investments include A-Shares, B-Shares or other permissible securities denominated in CNY while the Net Asset Value of the Company will be expressed in United States dollars. Funds that the Company will make available to make such investments will be converted into CNY. The cost of the investments of the Company in A-Shares, B-Shares or other securities denominated in CNY and the performance of such investment will be affected by the exchange rate movements between United States dollars and CNY.

Manager

There can be no assurance that the Manager will be able to provide and/or secure access to sufficient QFI investment quota to meet all proposed investments to be made by the Company, or that investments of the Company can be realised in a timely manner due to possible adverse changes in relevant laws or regulations, which will hinder the Company's ability in pursuing the investment objectives or result in loss under extreme circumstances.

Developing Regulatory System

The Investment Regulations which regulate investments by QFIs in the PRC and the repatriation and currency conversion are relatively new. The application and interpretation of such investment regulations is therefore relatively untested and there is no certainty as to how they will be applied. CSRC and SAFE have been given wide discretions in such investment regulations and there is no precedent or certainty as to how these discretions might be exercised now or in the future. At this stage of early development, the QFI investment regulations may be subject to further revisions in the future, there is no assurance whether such revisions will prejudice the QFI(s) or CAAP(s) issued by the QFI(s) or other issuers, or whether the QFI investment quotas (including the quota granted to the Manager and/or to which the Manager has access to be utilised by the Company) which are subject to review from time to time by CSRC and SAFE may be removed substantially or entirely.

Cash deposited with the QFI Custodian

Investors should note that cash deposited in the cash account of the Company with the QFI Custodian will not be segregated but will be a debt owing from the QFI Custodian to the Company in its capacity as a depositor. Such cash will be co-mingled with cash that belongs to other clients or creditors of the QFI Custodian. In the event of the bankruptcy or liquidation of the QFI Custodian, the Company will not have any proprietary rights to the cash deposited in such cash account, and the Company will become an unsecured creditor, ranking *pari passu* with all other unsecured creditors, of the QFI Custodian. The Company may face difficulty and/or encounter delays in recovering such debt, or may not be able to recover it in full or at all, in which case the Company will suffer loss.

QFI Custodian Risk

There is a risk that the Company may suffer losses, whether direct or consequential, from the default or bankruptcy of a QFI local custodian or disqualification of the same party from acting as a custodian. This may adversely affect the Company in the execution or settlement of any transaction or in the transfer of any funds or securities.

PRC Brokerage Risk

The execution and settlement of transactions or the transfer of any funds or securities may be conducted by brokers (“**PRC Brokers**”) appointed by a QFI. There is a risk that the Company may suffer losses, whether direct or consequential, from the default or bankruptcy of the PRC Broker or disqualification of the same from acting as a broker. This may adversely affect the Company in the execution or settlement of any transaction or in the transfer of any funds or securities. Reasonably competitive commission rates and prices of securities will generally be sought to execute the relevant transactions in PRC markets. It is possible that, in circumstances where only a single PRC Broker is appointed where it is considered appropriate to do so by the QFI holder, the Company may not necessarily pay the lowest commission or spread available, but the transaction execution will be consistent with best execution standards and in the best interest of the investors. Notwithstanding the foregoing, the QFI holder will seek to obtain the best net results for the Company, taking into account such factors as prevailing market conditions, price (including the applicable brokerage commission or dealer spread), size of order, difficulties of execution and operational facilities of the PRC Broker involved and the PRC Broker’s ability to position efficiently the relevant block of securities.

Illiquidity and potential market volatility of A-Shares and B-Shares

The trading volumes of the markets in the PRC through which the Company may invest might be lower than trading volumes on other leading global stock exchanges. This means that the Company may experience difficulty in investing in securities which trade exclusively on an exchange with low trading volumes and/or may experience difficulty in realising the value of such investments. Low turnovers may also result in significant price volatility and a potential lack of liquidity.

The investment strategy of the Company permits the Company to invest in securities of companies which (a) are listed on A-Share Stock Markets; (b) operate in the People's Republic of China; and (b) are listed on either any offshore stock markets or the Chinese B-Share Stock Markets. Investors should note that the Chinese A-Share Stock Markets, on which A-Shares are traded, and the Chinese B-Share Stock Markets, on which B-Shares are traded, are in the process of change and development, their market capitalisation and trading volumes are lower than those in more developed financial markets.

This may lead to trading volatility, difficulty in the settlement and recording of transactions, difficulty in interpreting and applying relevant regulations, suspensions and potential lack of liquidity due to low trading volume in the markets. The Company may be exposed to significant fluctuations in the prices of securities traded on those markets, and value of the Participating Shares may be adversely affected in the event the Company has made any investments in such securities. The risk also exists that an emergency situation may rise in the market or large price fluctuation may exist in the market as a result of which trading of securities may cease or may be substantially curtailed.

Accounting and reporting standards

PRC companies are required to follow PRC accounting standards and practice which follow international accounting standards to certain extent. However, the accounting, auditing and financial reporting standards and practices applicable to PRC companies may be less rigorous, and there may be significant differences between financial statements prepared by accountants following the PRC accounting standards and practice and those prepared in accordance with international accounting standards. For example, there are differences in the valuation methods of properties and assets and in the requirements for disclosure of information to investors which may result in non-disclosure of certain material information of the investee entities the Company may invest in.

Currency and Exchange Rate

A major part of the Company's investments are denominated in CNY and a major portion of the Company's revenue and income will be received in CNY, any fluctuation in the exchange rate of the United States dollars relative to CNY will affect the Net Asset Value of the Participating Shares regardless of the performance of the Company's underlying portfolio. As the Net Asset Value of the Company are stated in United States dollars, investors may suffer losses if CNY depreciates against the United States dollar. CNY is currently not freely convertible and is subject to the PRC government's foreign exchange control policies.

Reverse Repurchase Agreements

The Company may enter into reverse repurchase agreements. If the seller of securities to the Company under a reverse repurchase agreement defaults on its obligation to repurchase the underlying securities, as a result of its bankruptcy or otherwise, the Company will seek to dispose of such securities, which action could involve costs or delay. If the seller becomes insolvent and subject to liquidation or reorganisation under applicable bankruptcy or other laws, the Company's ability to dispose of the underlying securities may be restricted. It is possible, in a bankruptcy or liquidation scenario, that the Company may not be able to substantiate its interest in the underlying securities. Finally, if a seller defaults on its obligation to repurchase securities under a reverse repurchase agreement, the Company may suffer a loss to the extent that it is forced to liquidate its position in the market, and proceeds from the sale of the underlying securities are less than the repurchase price agreed to by the defaulting seller.

Securities Lending

The principal risk when lending securities is that the borrower might become insolvent or refuse to honour its obligations to return the securities. In this event, the Company could experience delays in recovering its securities and may possibly incur a capital loss. The Company may also incur a loss in reinvesting the cash collateral it receives. Such a loss may arise due to a decline in the value of the investment made with cash collateral received from a securities lending counterparty. A decline in the value of such investment of the cash collateral would reduce the amount of collateral available to be returned by the Company to the securities lending counterparty at the conclusion of the securities lending contract. The Company would be

required to cover the difference in value between the collateral originally received and the amount available to be returned to the counterparty, thereby resulting in a loss to the Company.

Taxation Risk

An investment in the Company involves complex tax considerations which may differ for each investor. Each investor is advised to consult his/her own tax advisers. Tax rules and their interpretation in relation to interests in the Company may change during the life of the Company which may have an adverse effect on the Company, the investors and the Company's investments and investment opportunities. There can be no assurance that any tax authority or court will agree with any particular interpretation of the relevant laws. Any relevant tax authority may conduct tax reviews on the transactions conducted by the Company and impose additional taxes in respect of previous periods. If the Company makes investments in a jurisdiction, the Company or the investors may be subject to income or other tax in that jurisdiction. Additionally, withholding taxes may be imposed on earnings of the Company from investments in such jurisdiction.

Side Letters

The Directors may enter into side letters that bind the Company and that contain any terms the effect of which is to provide an investor with more favourable treatment than other holders of the same class of equity interest enhancing that investor's ability either (i) to redeem equity interests of that class or (ii) make a determination as to whether to redeem equity interests of that class and which, in either case, might reasonably be expected to put other holders of equity interests of that class who are in the same position at a material disadvantage in connection with the exercise of their redemption rights.

Handling of Mail

Mail addressed to the Company and received at its registered office may, depending on the practices and procedures of the Company's registered office services provider, be forwarded unopened to the forwarding address supplied by the Company / Manager / Administrator to be dealt with. None of the Company, its directors, officers, advisors or the Service Providers (and the organisation which provides the registered office services in the Cayman Islands) will bear any responsibility for any delay howsoever caused in mail reaching the forwarding address. In particular the Directors will only receive, open or deal directly with mail which is addressed to them personally (as opposed to mail which is addressed just to the Company).

Requests for Information

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

Legal Counsel to the Company

DLA Piper Hong Kong and Maples and Calder (Hong Kong) LLP have each been appointed as a legal counsel to the Company ("**Legal Counsel**"). In connection with the Company's offering of Participating Shares and subsequent advice to the Company, the Legal Counsel will not be representing Shareholders.

No independent legal counsel has been retained to represent the Shareholders. Each Legal Counsel's representation of the Company is limited to specific matters as to which it has been consulted by the Company. There may exist other matters that could have a bearing on the Company as to which the Legal Counsel have not been consulted. In addition, the Legal Counsel do not undertake to monitor compliance by the Manager and their affiliates with the investment program, valuation procedures and other guidelines set forth herein, nor do the Legal Counsel monitor ongoing compliance with applicable laws. In connection with the preparation of this Placing Memorandum, each Legal Counsel's responsibility is limited to matters of Cayman Islands law or Hong Kong law (as the case may be) and it does not accept responsibility in relation to any other matters referred to or disclosed in this Placing Memorandum. In the course of advising the Company, there are times when the interests of Shareholders may differ from those of the Company. The Legal Counsel do not represent the Shareholders' interests in resolving these issues. In reviewing this Placing Memorandum, the Legal Counsel have relied upon information furnished to them by the Company and have not investigated or verified the accuracy and completeness of information set forth herein concerning the Company.

The foregoing risk factors do not purport to be all the risks involved in this offering. Potential investors should read this Placing Memorandum in its entirety and seek independent advice before determining whether to invest in Participating Shares.

ACCOUNTS AND INFORMATION

The Company's financial year end is 31 December. Copies of the annual report and audited accounts of the Company are sent to Shareholders within six months from the end of the period to which they relate.

The annual reports and audited accounts of the Company will also be made available to investors free of charge upon request from the offices of the Manager.

To the extent that the valuation basis adopted by the Company deviates from IFRS, the Company may be required to include a reconciliation note in the annual accounts of the Company to reconcile values arrived at by applying the Company's valuation rules. If the Net Asset Value of the Company is not adjusted in preparation of the annual accounts, non-compliance with IFRS may result in the auditors qualifying their opinion on those annual accounts depending on the nature and level of materiality of the non-compliance.

In addition, the Net Asset Value per Participating Share will be published monthly on the Company's website, or such other media as the Directors may determine. Shareholders will also receive monthly reports from the Administrator's Delegate.

DIVIDEND POLICY

Income of the Company will not be distributed unless the Directors otherwise determine. Retained income will be reflected in the value of Participating Shares.

LIQUIDITY MANAGEMENT POLICY

Liquidity risk is the risk that a particular position cannot easily be unwound or offset due to insufficient market depth, market disruption or redemptions not being met.

The Manager has established a liquidity risk management policy with the aim to enable them to identify, monitor, manage and mitigate the liquidity risks of the Company and to ensure that the liquidity profile of the investments of the Company will facilitate compliance with the Company's obligation to meet redemption requests. Such policy, combined with the governance framework in place and the liquidity management tools of the Manager, also seeks to achieve fair treatment of professional investor(s) defined under the Securities and Futures Ordinance and safeguard the interests of remaining or existing professional investor(s) in case of sizeable redemptions or subscriptions.

The Manager's liquidity risk management policy considers the investment strategy; the dealing frequency; the liquidity of underlying assets at fair value; and the ability to enforce redemption limitations of the Company.

The liquidity risk management policy includes redemption suspension and lock-up period. It also involves on-going monitoring the profile of investments held by the Company with the aim to ensure that such investments are appropriate to the redemption policy, and will facilitate compliance with the Company's obligation to meet redemption requests. Further, the liquidity management policy includes details on periodic stress testing carried out by the Manager to manage the liquidity risk of the Company in times of exceptional market conditions.

The Manager's risk management function is independent from the investment portfolio management function and is responsible for performing monitoring of the Company's liquidity risk in accordance with the Manager's liquidity risk management policy. Exceptions on liquidity risk related issues are escalated to the Manager's risk management department with appropriate actions properly documented.

TAXATION

Investors should consult their professional advisers on the potential tax consequences of subscribing for, purchasing, holding or redeeming Participating Shares under the laws of their country of citizenship, domicile or residence.

As is the case with any investment, there can be no guarantee that the tax position or proposed tax position prevailing at the time an investment in the Company is made will endure indefinitely. The following is based on the law and practice currently in force in the Cayman Islands and Hong Kong and, accordingly, is subject to changes therein.

Cayman Islands

The Company has obtained from the Financial Secretary of the Cayman Islands an undertaking that, in accordance with section 6 of the Tax Concessions Act (As Revised) of the Cayman Islands and for a period of 20 years from the date of the undertaking, no laws which are enacted in the Cayman Islands imposing any tax to be levied on profits, income, gains or appreciations shall apply to the Company or its operations and that no tax to be levied on profits, income, gains or appreciations or which is in the nature of estate duty or inheritance tax shall be payable on the Shares, debentures or other obligations of the Company or by way of the withholding in whole or in part of a payment of a dividend or other distribution of income or capital by the Company to its Shareholders or a payment of principal or interest or other sums due under a debenture or other obligation of the Company.

The Government of the Cayman Islands will not, under existing legislation, impose any income, corporate or capital gains tax, estate duty, inheritance tax, gift tax or withholding tax upon the Company or the Shareholders. The Cayman Islands are not party to a double tax treaty with any country that is applicable to any payments made to or by the Company. Under current Cayman Islands law no tax will be charged in the Cayman Islands on profits or gains of the Company and dividends of the Company will be payable to Shareholders resident in or outside the Cayman Islands without deduction of tax. No stamp duty is levied in the Cayman Islands on the transfer or redemption of Participating Shares. An annual registration fee will be payable by the Company in the Cayman Islands which will be calculated by reference to the nominal amount of its authorised share capital.

There is, at the date of this Placing Memorandum, no exchange control in the Cayman Islands.

Cayman Islands – Automatic Exchange of Financial Account Information

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

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

All Cayman Islands “Financial Institutions” are required to comply with the registration, due diligence and reporting requirements of the AEOI Regulations, unless they can rely on an exemption that allows them to become a “Non-Reporting Financial Institution” (as defined in the relevant AEOI Regulations) with respect

to one or more of the AEOI regimes, in which case only the registration requirement would apply under CRS. The Company does not propose to rely on any Non-Reporting Financial Institution exemption and therefore intends to comply with all of the requirements of the AEOI Regulations.

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

For information on any potential withholding tax that may be levied against the Company, see also US tax disclosure under “United States FATCA Risks”.

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

Hong Kong

The Company

Exposure to Hong Kong profits tax will only arise if the Company is treated as carrying on a trade or business in Hong Kong either on its own account or through the agency of the Manager. If the Company is treated as carrying on business in Hong Kong, a liability to profits tax, the rate of which is currently 16.5 per cent, will only exist in respect of any profits which arise in or are derived from Hong Kong from that trade or business and which are not capital profits. Such amounts may be subject to Hong Kong profits tax in which include profits arising from the disposal of securities (except those held as capital assets) listed on the Hong Kong Stock Exchange, unlisted securities where the purchase or sale contracts are effected in Hong Kong and interest income arising from certain debt instruments where the loan funds were first made available to the issuer in Hong Kong.

There is no withholding tax on dividends and interest payments.

Under the Revenue (Profits Tax Exemption for Offshore Funds) Ordinance 2006, as amended by the Inland Revenue (Amendment) (No. 2) Ordinance 2015 (“**IRO**”), funds resident outside Hong Kong (“Offshore Funds”) are exempted from Hong Kong profits tax providing certain conditions are met under section 20AC of the IRO. It is the intention of the Directors to conduct the affairs of the Company as far as possible to comply with the conditions for exemption from profits tax. However, no assurance can be given that profits from certain investments will not give rise to a liability for profits tax in Hong Kong.

The Investors

Under the IRO, there are deeming provisions which apply to a Hong Kong resident who, alone or jointly with his associates, holds direct and/or indirect beneficial interest of 30 per cent or more under section 20AB in a tax-exempt Offshore Fund, or holds any percentage where the exempt Offshore Fund is an associate of the Hong Kong resident investor (a “Relevant Interest”). Under the deeming provisions, the Hong Kong resident investor would be deemed to have derived assessable Hong Kong sourced profits in respect of the proportion of the Hong Kong sourced profits earned by the Offshore Fund represented by the Hong Kong resident investor’s Relevant Interest. The deeming provisions would not apply where the fund is bona fide widely held. Whilst the Manager may subscribe for Participating Shares, the Company is established for investment by a number of other unaffiliated sophisticated investors, and is not intended to be a closely-held by related parties. As such the Manager believes that the Company should qualify as a bona fide widely held fund. The Shareholders should seek their own independent Hong Kong tax advice on this issue.

CHARGES AND EXPENSES

Fees and Charges

Management Fee

The Manager is entitled to receive in respect of each class, a management fee, payable at the Company level, equal to such percentage of the Net Asset Value of the Company attributable to the relevant class (before deduction of any accrued administrator's fee, Performance Fee, Procurement Performance Fee, and that month's Management Fee and Procurement Fee) as set out below, as at each Valuation Point, accrued monthly and payable monthly in arrears.

Class	Management Fee (% per annum of Net Asset Value of the relevant class)
Class A Shares	1.5%
Class B Shares	1.875%
Class C Shares	1.65%
Class D Shares	1.875%

The Manager may, at its sole discretion, reduce or waive any management fee at any time.

Procurement Fee

The Procurement Manager is entitled to receive in respect of each class, a procurement fee, payable at the Company level, equal to such percentage of the Net Asset Value of the Company attributable to the relevant class (before deduction of any accrued administrator's fee, management fee for that month and performance fee for such class) as set out below, as at each Valuation Point, accrued monthly and payable monthly in arrears.

Class	Procurement Fee (% per annum of Net Asset Value of the relevant class)
Class A Shares	0.5%
Class B Shares	0.625%
Class C Shares	0.55%
Class D Shares	0.625%

The Manager may, at its sole discretion, reduce or waive any procurement fee at any time.

Performance Fee

In addition, the Manager is entitled to receive in respect of each Class of Shares, a performance fee from the Company. The performance fee (if any) will be calculated and payable as at the last Valuation Point in each calendar month (a “**Performance Period**”).

For each Performance Period, the performance fee in respect of each Participating Share will be equal to the performance fee percentage (the "**Performance Fee Percentage**") of the appreciation in the Net Asset Value per Participating Share of the relevant class (*before* deduction of any accrued performance fee and adjusted as may be appropriate for any distributions made during the Performance Period in question) above the Peak Net Asset Value per Participating Share.

The Performance Fee Percentage will vary depending on the Class of Participating Shares, as outlined below:

Class	Performance Fee Percentage
Class A Shares	15%
Class B Shares	22.5%
Class C Shares	22.5%
Class D Shares	22.5%

Procurement Performance Fee

For each Performance Period, the Company shall pay the Procurement Manager a Procurement Performance Fee in respect of each Class of Participating Share.

For each Performance Period, the Procurement Performance Fee in respect of each Class of Participating Shares of the Company will be equal to the procurement performance fee percentage (the "**Procurement Performance Fee Percentage**") of the appreciation in the Net Asset Value per Participating Share of the relevant class (*before* deduction of any accrued performance fee and adjusted as may be appropriate for any distributions made during the Performance Period in question) above the Peak Net Asset Value per Participating Share.

The Procurement Performance Fee Percentage is as follows:

Class	Procurement Performance Fee Percentage
Class A Shares	5%
Class B Shares	7.5%
Class C Shares	7.5%
Class D Shares	7.5%

The "Peak Net Asset Value" in respect of a Participating Share of the relevant Class is the greater of:

- (a) the initial offer price of the Participating Shares of the relevant class; and
- (b) the Net Asset Value per Participating Share of the relevant class (*after* deduction of any accrued Performance Fee and Procurement Performance Fee) as at the last Valuation Point in the last Performance Period in respect of which a performance fee (other than a Performance Fee Redemption, as defined below) was charged (if any).

If a Shareholder redeems Participating Shares part way through a Performance Period the Company shall pay, in respect of the Participating Shares redeemed, the Performance Fee and Procurement Performance Fee accrued as at the Valuation Point relating to such redemption (subject to any adjustments as set out below). If the Management Agreement is terminated part way through a Performance Period, the Company shall pay, in respect of all Participating Shares, the Performance Fee and Procurement Performance Fee accrued as at the last Valuation Point before such termination (subject to any adjustments as set out below). The Performance Fee and Procurement Performance Fee is normally payable in arrears within 14 calendar days of the end of each Performance Period. However, in the case of Participating Shares redeemed part way through a Performance Period, the Performance Fee and Procurement Performance Fee accrued in respect of those Participating Shares is payable within 14 calendar days after the date of redemption.

The Manager and/or the Company may enter into side letter arrangements with investors granting an investor preferred economic and other terms as compared to other Shareholders. The Manager reserves the right to waive or rebate any fees to which it is entitled, whether in part or in full and whether in respect of particular investors or generally.

Prime Brokerage Fees

The Prime Brokers will be entitled, in their respective capacity as a Prime Broker, to interest on any advances which it makes to the Company and such fees as may be agreed with the Company from time to time in relation to any other facilities the Prime Brokers provide to the Company. The Prime Brokers may charge additional fees for acting as custodian of the assets that it holds as prime brokers or sub-custodians of the Company.

The Prime Brokers will be paid fees (including trading commission and financing fees) at the rates as agreed from time to time with the Company on a commercial arms' length basis at market rates.

Distribution Fees

The Company may enter into placement agent agreements with third party placement agents ("**Distribution Agents**") in order to solicit investors. Investors who are solicited by a Distribution Agent will be advised of and asked to consent to any compensation arrangements which are payable to a Distribution Agent relating to their investment in the Company.

A distribution fee may be payable by the Company to a Distribution Agent each quarter in respect of Class B Shares, equal to 0.05% per annum of the Net Asset Value of the Company attributable to the Class B Shares or such other percentage as stated in the Distribution Agreement, unless waived or reduced for any particular investor by the Directors at their sole discretion.

The distribution fee shall be payable to the Company, and the Company shall automatically pay such amount representing a distribution fee to the Manager. Any such distribution fee received by the Manager may be paid in whole or in part by the Manager to any intermediary or distributor.

Administrator's Fees

The Company will pay a fee for administration services at rates agreed with the Administrator from time to time on a commercial arms' length basis at market rates. Such fee will accrue daily and will be payable monthly in arrears and will be based on the Net Asset Value as at each Valuation Day.

General Expenses

The Company shall bear all costs and expenses associated with the organization of the Company (including but not limited to incorporation charges, legal, accounting and other professional fees and expenses) of or incidental to the establishment and launch of the Company and the offer of the Shares thereof, including the preparation and printing of this PPM and material contracts referred to below in the section headed "General Information".

The Company will, in addition, bear the cost of all brokerage (if any) payable on the purchase or sale of investments, interest on borrowings and fees in respect thereof, fees payable in the Cayman Islands on increases in the share capital of the Company, the annual company registration fee payable in the Cayman Islands, the reasonable travel and per diem expenses of the Directors and Directors' fees which are not currently expected to exceed US\$6,000 each director per annum, the fees and expenses of the auditors and legal advisers to the Company, the cost of any liability insurance taken out by the Company in respect of the Directors, the cost of printing and distributing the annual statements and all other operating and administrative expenses, including but not limited to Bloomberg terminal and market data expenses. Mr. Michael Sihong Ren has waived his entitlement to receive a Director's fee.

Soft Commissions

The Manager and/or any company associated with either of them may enter into portfolio transactions for or with the Company, either as agent, or with the approval of the Directors, deal as a principal with the Company in accordance with normal market practice, provided that commissions charged to the Company in these circumstances do not exceed customary full service brokerage rates.

The Manager and/or any company associated with either of them ("the first party") reserves the right to effect transactions by or through the agency of another party ("the second party") with whom the first party has an arrangement under which the second party will from time to time provide to or procure for the first party goods, services or other benefits (such as research and advisory services, and computer hardware associated with specialised software or research services and performance measures) the nature of which is such that their provision can reasonably be expected to benefit the Company as a whole and may contribute to an improvement in the performance of the Company or of the first party in providing services in relation to the Company and for which no direct payment is made but instead the first party undertakes to place business with the second party. For the avoidance of doubt, such goods, services or other benefits do not include travel, accommodation, entertainment, general administrative goods or services, general office equipment or premises, membership fees, employee salaries or direct money payments to the Manager and/or any company associated with either of them.

VALUATION AND PRICES

Calculation of Net Asset Value

The value of the net assets of the Company will be determined as at the Valuation Point relating to each Valuation Day in accordance with the Articles, which provide (inter alia) that:-

- (a) the value of any cash on hand or on deposit, bills, demand notes, accounts receivable, prepaid expenses, cash dividends and interest declared or accrued and not yet received shall be deemed to be the full amount thereof unless the Directors shall have determined that any such deposit, bill, demand note or account receivable is not worth the full amount thereof in which event the value thereof shall be deemed to be such value as the Directors shall deem to be the reasonable value thereof;
- (b) except in the case of any interest in a unit trust, mutual fund corporation, open-ended investment company or other similar open-ended investment vehicle (a “managed fund”) to which paragraph (c) applies and subject as provided in paragraphs (d), (e) and (g) below, all calculations based on the value of investments quoted, listed, traded or dealt in on any stock exchange, commodities exchange, futures exchange or over-the-counter market shall be made by reference to the last traded price on the principal stock exchange for such investments as at the close of business in such place on the day as of which such calculation is to be made; and where there is no stock exchange, commodities exchange, futures exchange or over-the-counter market all calculations based on the value of investments quoted by any person, firm or institution making a market in that investment (and if there shall be more than one such market maker then such particular market maker as the Directors may designate) shall be made by reference to the mean of the latest bid and asked price quoted thereon; provided always that if the Directors in their discretion consider that the prices ruling on a stock exchange other than the principal stock exchange provide in all the circumstances a fairer criterion of value in relation to any such investment, they may adopt such prices;
- (c) subject as provided in paragraphs (d), (e) and (g) below, the value of each interest in any managed fund which is valued as at the same day as the Company shall be the net asset value per unit, share or other interest in such managed fund calculated as at that day or, if the Directors so determine or if such managed fund is not valued as at the same day as the Company, the last published net asset value per unit, share or other interest in such managed fund (where available) or (if the same is not available) the last published redemption or bid price for such unit, share or other interest;
- (d) if no net asset value, bid, redemption and asked prices or price quotations are available as provided in paragraphs (b) or (c) above, the value of the relevant asset shall be determined from time to time in such manner as the Directors shall determine;
- (e) for the purpose of ascertaining quoted, listed, traded or market dealing prices, the Directors, the Administrator or their agents shall be entitled to use and rely upon mechanised and/or electronic systems of valuation dissemination with regard to valuation of investments of the Company and the prices provided by any such system shall be deemed to be the last traded prices for the purpose of paragraph (b) above;
- (f) interest-bearing securities which are not quoted, listed, traded or dealt in on any stock exchange, commodities exchange, futures exchange or over-the-counter market shall be valued at cost plus accrued interest;
- (g) notwithstanding the foregoing, the Directors may, at their absolute discretion, permit some other method of valuation to be used if they consider that such valuation better reflects the fair value; and

- (h) any value (whether of a security or cash) otherwise than in US dollars shall be converted into US dollars 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 costs of exchange on the Valuation Day.

The Company will prepare its annual report and accounts in accordance with IFRS. For the purpose of calculating the Net Asset Value, listed investments are expected to be valued at the closing price within the bid-ask spread instead of bid and offer pricing as the Directors consider the closing price within the bid-ask spread to be most representative of fair value under IFRS 13 for the Company's financial statements. Otherwise, non-compliance with IFRS may result in the auditors issuing a qualified or an adverse opinion on the annual accounts depending on the nature and level of materiality of the non-compliance.

Suspension

The Articles provide that the Directors may at any time and from time to time suspend the calculation of the Net Asset Value of the Company, the issue of Participating Shares and/or the redemption of Participating Shares (which for the avoidance of doubt includes the payment of the Redemption Price) during the whole or any part of a period:-

- (a) during which any stock exchange, commodities exchange, futures exchange or over-the-counter market on which any significant portion of the investments of the Company is listed, quoted, traded or dealt in is closed (other than customary weekend and holiday closing) or trading on any such stock exchange or market is restricted or suspended; or
- (b) when circumstances exist as a result of which in the opinion of the Directors it is not reasonably practicable for the Company to dispose of investments or as a result of which any such disposal would be materially prejudicial to Shareholders; or
- (c) when a breakdown occurs in any of the means normally employed in ascertaining the value of investments or the Net Asset Value or the Subscription Price or Redemption Price per Participating Share or when for any other reason the value of any of the investments or other assets of the Company or the Net Asset Value or the Subscription Price or Redemption Price per Participating Share cannot in the opinion of the Directors reasonably or fairly be ascertained; or
- (d) during which the Company is unable to repatriate funds for the purpose of making payments on the redemption of Participating Shares or during which any transfer of funds involved in the realisation or acquisition of investments or payments due on redemption of Participating Shares cannot in the opinion of the Directors be effected at normal rates of exchange; or
- (e) when in the opinion of the Directors such suspension, delay or extension is required by law or applicable legal process; or
- (f) where the Company is invested in one or more managed funds, and the redemption of interests in a relevant managed fund is suspended or restricted; or
- (g) where the Company has issued or is expected by the Directors to issue within the next 60 calendar days a notice to convene an extraordinary general meeting of the holders of one or more classes of Participating Shares.

During such a period of suspension –

- (A) where the suspension is in respect of the determination of the Net Asset Value, there shall be no determination of the Net Asset Value (although an estimated Net Asset Value may be calculated and published) and any application for issue or request for redemption of Participating Shares shall be similarly suspended;
- (B) where the suspension is in respect of the allotment or issue of Participating Shares and/or the redemption of Participating Shares, then there shall be no allotment, issue and/or redemption of Participating Shares. For the avoidance of doubt, issues or redemptions of Participating Shares may be suspended without suspending the determination of the Net Asset Value.

All reasonable steps will be taken to bring any period of suspension to an end as soon as possible. Any period of suspension effected under paragraph (g) above will be lifted after the holding of the relevant extraordinary general meeting (or any adjourned extraordinary general meeting, if applicable).

The Articles also provide that in the event that there is a delay in receipt by the Company of the proceeds of realisation of its investments to meet redemption requests, the Directors may delay the payment of the relevant portion of the amount due on the redemption of Participating Shares.

Subscription and Redemption Prices

The Subscription Price or Redemption Price of each Participating Share of a particular class for any relevant Subscription Day or Redemption Day will, subject as provided below, be determined by dividing the Net Asset Value of such class as at the Valuation Point relating to relevant Valuation Day by the number of Participating Shares of the relevant class then in issue, the resulting amount being rounded to the nearest cent (0.5 of a cent being rounded up).

The Directors have the power, in determining the Subscription Price of a Participating Share, to add to the Net Asset Value per Participating Share of the relevant class (before making any rounding adjustment) an amount, for the account of the Company which they consider to be an appropriate allowance to reflect (a) the closing price (or the mean between the last available bid and asked prices) of the investments of the Company are within the bid-ask spread of such investments, (b) all stamp and other duties, taxes, governmental charges, brokerage, bank charges, transfer fees and registration fees which would be incurred for the account of the Company in investing an amount equal to that Net Asset Value per Participating Share of the relevant class, and (c) an amount calculated in such manner as may be determined from time to time by the Directors to provide for adjustments relating to any performance fee.

Similarly, the Directors may, when determining the Redemption Price of a Participating Share, deduct for the account of the Company from the Net Asset Value per Participating Share of the relevant class (before making any rounding adjustment) an amount which they consider to be an appropriate allowance to reflect (a) the closing price (or the mean between the last available bid and asked prices) of the investments of the Company are within the bid-ask spread of such investments, and (b) all stamp and other duties, taxes, governmental charges, brokerage, bank charges, transfer fees and registration fees which would be incurred for the account of the Company in realising assets or closing out positions to provide funds to meet any redemption request. In addition, Shareholders may, upon their redemption, be entitled to receive additional redemption moneys calculated in such manner as may be determined from time to time by the Directors to provide for adjustments relating to any accrued performance fee.

Further, the Directors may arrange for a revaluation of Participating Shares if they consider that the Subscription Price or Redemption Price calculated in relation to any Subscription Day or Redemption Day does not accurately reflect the true value of the Participating Shares. It is not currently expected that a revaluation would be necessary except in extraordinary circumstances, such as the unforeseen collapse shortly after a valuation of a security to which the Company is highly exposed.

GENERAL INFORMATION

Fund

The Company was incorporated on 31 October 2014 as an exempted company incorporated with limited liability in the Cayman Islands, for an unlimited duration. The Company will be terminated, wound up and dissolved in accordance with the Articles or otherwise pursuant to a formal liquidation under the Companies Act or any other applicable bankruptcy or insolvency regime. Copies of the Memorandum and Articles of the Company, together with copies of the Company's annual or periodic reports as detailed in this PPM, are available upon request by contacting the Manager at oversea-im@jindexfund.com and, upon reasonable notice, may be inspected at the offices of the Manager. The Company will not generally issue any certificates in respect of its Participating Shares and the Participating Shares are not expected to be listed on any stock exchange.

Material Contracts

The following contracts (not being contracts in the ordinary course of business) have been entered into by the Company and/or the Manager and are, or may be, material:

- (a) an agreement between the Company and the Manager pursuant to which the Manager was appointed, subject to the overall supervision of the Directors, to manage the Company's investments and affairs, with powers of delegation (the "**Management Agreement**");
- (b) an agreement between the Company and the Administrator, pursuant to which the Administrator was appointed to act as the administrator, registrar and transfer agent of the Company and to provide certain administrative services to the Company (the "**Administration Agreement**");
- (c) agreements between the Company and the Prime Brokers pursuant to which the Prime Brokers were appointed to act as prime brokers in relation to the Company (the "**Prime Brokerage Agreements**");
- (d) an agreement between the Company and the Procurement Manager pursuant to which the Company has appointed the Procurement Manager to procure the Manager to provide investment management services in relation to the assets of the Company (the "**Procurement Agreement**"); and
- (e) agreements between the Company, the Manager and the Distribution Agents pursuant to which the Distribution Agents were appointed to act as distribution agents in relation to the Company (the "**Distribution Agreements**").

Inspection of Documents

Copies of the following documents are available for inspection free of charge at any time during normal business hours on any day (excluding Saturday, Sundays and public holidays) at the offices of the Manager and copies thereof may be obtained from the Manager at that address on payment of a reasonable fee:

- (a) the Memorandum and Articles of Association of the Company;
- (b) the agreements referred to above under the heading "*Material Contracts*"; and
- (c) the Companies Act (As Revised) of the Cayman Islands.

Potential Conflicts of Interest

The Directors, the Manager and other Service Providers may from time to time act as directors, administrator, registrar, secretary, manager, custodian, broker, prime broker, investment manager or investment adviser or carry out other functions as may be required from time to time in relation to, or be otherwise involved in or with, other funds and clients which have similar investment objectives to those of the Company. It is, therefore, possible that any of them may, in the course of business, have potential conflicts of interest with the Company. Each will, at all times, have regard in such event to its obligations to the Company and will endeavour to ensure that such conflicts are managed and minimised so far as reasonably practicable and that measures are adopted that seek to ensure such conflicts are resolved fairly, taking into account the interests of Shareholders as a whole.

The Manager may also act as the investment manager or investment adviser of other funds whose investment objectives, investment approach and investment restrictions are similar to those of the Company. The Manager or any of their affiliates may invest in, directly or indirectly, or manage or advise other investment funds or accounts which invest in assets which may also be purchased or sold by the Company. Neither the Manager nor any of their affiliates is under any obligation to offer investment opportunities of which any of them become aware to the Company or to account to the Company in respect of (or share with the Company or to inform the Company of) any such transactions or any benefit received by any of them from any such transaction, but will allocate appropriate investment opportunities on a fair and equitable basis between the Company and other clients.

Each of the Manager and its affiliates reserve the right to co-invest on its own account or for other funds and/or other clients with the Company, although any such co-investment must be made on terms no better than those in which the Company is investing. Each of the Manager and its affiliates may hold and deal in Participating Shares or in investments held by the Company either for their own account or for the account of their clients.

In addition, subject to the paragraphs below relating to the Manager, any of the foregoing may deal, as principal or agent, with the Company provided that such dealings are carried out in good faith and as if effected on normal commercial terms negotiated on an arm's length basis.

The Manager may enter into transactions for the account of the Company with affiliated brokers or dealers, provided that such transactions are carried out on arm's length terms, consistent with best execution standards and at a commission rate no higher than customary institutional rates. The Company may deposit funds with or borrow funds from the Manager or its affiliates, provided that (i) in the case of a deposit, interest is received at a rate not lower than the prevailing commercial rate for a deposit of that size and term, and (ii) in the case of a loan, interest charged and fees levied in connection with the loan are no higher than the prevailing commercial rate for a similar loan.

The Manager may enter into trades for the account of the Company with the accounts of other clients of the Manager or its affiliates ("cross trades"). Such cross trades will only be undertaken where the sale and purchase decisions are in the best interests of both clients and fall within the investment objective, restrictions and policies of both clients, the cross trades are executed on arm's length terms at current market value, and the reasons for such cross trades are documented prior to execution.

The Manager and its associates or delegates will not deal with the Company as beneficial owner on the sale or purchase to or from the Company, except on a basis approved by the Directors from time to time, or without the consent of the Directors, otherwise deal with the Company as principal.

The Manager may share with any other person (including, but not limited to, any investor or any person introducing investors) any fees and other benefits to which it may be entitled from the Company. The Manager and any person connected with it, including any employee of the Manager or its associated

companies, may invest in the Company, and the Manager may allow to any such person a reduction in and/or a rebate of any fees to which the Manager may be entitled from the Company.

Memorandum of Association

The Memorandum of Association of the Company provides that the Company's objects are unrestricted and the Company shall have full power and authority to carry out any object not prohibited by any law of the Cayman Islands.

Articles of Association

The Articles provide, inter alia, as follows.

Termination

The Company may be wound up by a special resolution of Shareholders. On a winding up, the Participating Shares carry a right to a return of the nominal amount paid up thereon and an exclusive right to share, *pari passu inter se*, in surplus assets remaining after the return of the nominal amount paid up on the Participating Shares and the Management Shares.

The Directors may compulsorily redeem all outstanding Participating Shares if the Net Asset Value of the Company falls below US\$20,000,000.

Quorum; Voting rights

- (a) Every holder of a Management Share shall be entitled to receive notice of, attend, speak and vote at general meetings of the Company. Save as otherwise specified in the Articles, holders of Participating Shares shall not be entitled to receive notice of, attend, speak or vote at general meetings of the Company.
- (b) A quorum shall be the presence, in person or by proxy, of one person representing in person or proxy not less than one third of the issued and outstanding Management Shares of the Company.
- (c) Subject to any special terms as to voting upon which any Shares may be issued or may for the time being be held, at any general meeting on a show of hands every holder of Management Shares of the Company who is present in person shall have one vote and on a poll every holder of a Management Share of the Company who is present in person or by proxy shall have one vote (or the corresponding fraction of a vote) for every Management Share of the Company (or fraction thereof) held by him.

In the event of and in respect of a proposal that would vary the rights of the Participating Shares, every vote of the holder of Participating Shares shall be counted in the same manner as the holder of Management Shares.

- (d) To be passed, resolutions (other than special resolutions) of the Company in general meeting require a simple majority of the votes cast at the meeting at which the resolution is proposed. A special resolution is a resolution which is passed by not less than two-thirds of such members of the Company for the time being entitled to vote as may be present, in person or by proxy, at any general meeting of which notice specifying the intention to propose such resolution as a special resolution has been duly given.
- (e) The rights of holders of any class of Shares may be altered or abrogated with the consent in writing of the holders of not less than two-thirds of the issued Shares of that class or with the sanction of a

resolution passed at a separate meeting of the holders of the Shares of that class by two-thirds of the votes cast at that meeting. Only the holders of the Shares of that class whose names appear on the register at the date on which notice of such separate meeting is given shall be entitled to attend, speak and vote in such meeting. To any such separate meeting, all the provisions of the Articles as to general meetings of the Company shall mutatis mutandis apply, except that the necessary quorum for such a meeting is one or more persons holding or representing by proxy at least 25 per cent in nominal value of the Shares of that class in issue. Any holder of Shares of the class present in person or by proxy may demand a poll and every holder of Shares of such class shall be entitled on a poll to one vote for every such Share held by him.

Directors

The holders of the Management Shares (voting alone and acting unanimously) are entitled to appoint and to remove the Directors.

Share Capital

The authorised share capital of the Company is US\$50,000 being made up of 100 Management Shares of US\$1.00 par value each and 49,900,000 Participating Shares of US\$0.001 par value each. The Management Shares may only be issued to the Procurement Manager, and are issued for the purpose of enabling all the Participating Shares to be redeemed without liquidating the Company. The Management Shares carry the right to return of the nominal amount paid up thereon on the winding up of the Company after the payment to the Shareholders of a sum equal to the nominal amount of the Participating Shares.

One of the Management Shares was taken up by the subscriber to the Memorandum of Association and has been transferred to the Procurement Manager. The remaining 99 Management Shares have been allotted and issued to the Procurement Manager at par and are fully paid.

Prospective investors should note that there are no provisions under the laws of the Cayman Islands or under the Articles conferring pre-emption rights on Shareholders. The Articles provide that the unissued Shares are at the disposal of the Directors who may offer, allot, issue, grant options over or otherwise dispose of them to such persons, at such times, for such consideration and on such terms and conditions as the Directors think fit.

The Company may by ordinary resolution increase its share capital, consolidate its Shares or subdivide any of them into Shares of a smaller amount or cancel authorised but unissued Shares.

Subject to the provisions of Cayman Islands law and the rights of any holders of any class of Shares, the Company may by special resolution reduce its share capital or any capital redemption reserve or share premium account.

Transfer of Participating Shares

No Participating Shares may be transferred, assigned or disposed of without the prior written consent of the Directors or their authorised agents which may be withheld in their absolute discretion. Subject as aforesaid, Participating Shares are transferable by instrument in writing signed by (or, in the case of a transfer by a body corporate, signed on behalf of or sealed by) the transferor and the transferee and registered in the Register of Shareholders of the Company. The Directors may without any reason decline to register any transfer of Participating Shares, or any Participating Shares over which the Company has a lien and may also decline to recognise any instrument of transfer unless it is deposited with the Administrator or at such other place or places as the Directors may from time to time determine. The Directors may also decline to register any transfer of Participating Shares unless an application for the transfer of such shares is accompanied by

such evidence as the Directors may reasonably require to show the transfer would not result in those shares being held by (a) any person in breach of the law or requirements of any country, any governmental or other regulatory authority or any stock exchange on which any of the shares of the Company may be listed or (b) any person or persons in circumstances which, in the opinion of the Directors, might result in the Company incurring any liability to taxation or suffering any other pecuniary disadvantage which the Company might not otherwise have incurred or suffered. The Directors may suspend the registration of transfers for not more than a total of 30 days in any year. Furthermore, transfers of Participating Shares may only be conducted in accordance with the anti-money laundering policies and procedures of the Administrator, and a transferee will be required to complete an application form and will be subject to the requirements set forth for Qualified Holder in the Company. In the case of the death of any one of the joint Shareholders, the survivor or survivors will be the only person or persons recognised by the Company as having any title to the interest of the deceased joint Shareholder in the Participating Shares registered in the names of such joint Shareholders.

Restriction on Shareholders

The Manager reserves the right to reject any application for Participating Shares in whole or in part for any reason. In particular, Participating Shares may not be offered or sold to any person other than a Qualified Holder. The Directors have the power to require the redemption or transfer of Participating Shares held by a person who is not a Qualified Holder or by any person in circumstances which, in the opinion of the Directors, might result in the Company, any Shareholder or any Service Provider incurring any liability to taxation or suffering any other pecuniary disadvantage which the Company, any Shareholder or any Service Provider might not otherwise have incurred or suffered or which might subject the Company, any Shareholder or any Service Provider to regulation or a requirement to register or obtain any form of licence or approval in any jurisdiction.

Side Letters

Where the Company has granted preferential rights of redemption, the material terms relating to such preferential rights will be made available on request.

“Master-feeder” Structure

The Company may, in the future, reorganise into a “master-feeder” fund structure. The Directors have discretion to determine that such reorganization shall be effected by:

- (a) investors being issued shares in a separate Cayman Islands corporation (the “Feeder Fund”) in compulsory exchange for their existing shares in the Company, and the Feeder Fund being allocated shares in the Company (which would accordingly become the “Master Fund”);
- (b) the Company transferring all of its portfolio assets to a separate Cayman Islands corporation (the “Master Fund”), in exchange for the Company (which would accordingly become the “Feeder Fund”) being allocated shares in the Master Fund; or
- (c) any other means the Directors consider appropriate.

If the “master-feeder” fund structure were to proceed, investment activities would be carried out at the Master Fund level. However, the Master Fund would be managed by the same group of managers adopting the same investment strategies as the Feeder Fund.

Disclosure of Information to Regulatory and Tax Authorities

Subject to applicable laws and regulations, the Company, the Service Providers or any of their delegates may be required to report or disclose to any government agency, regulatory authority or tax or fiscal authority in any jurisdiction (including but not limited to the IRS), certain information in relation to the Company or any Shareholder, including but not limited to information relating to leverage, the assets and liabilities and securities financing transactions of the Company, a Shareholder's name, address, tax identification number (if any), social security number (if any) and certain information relating to the Shareholder's holdings of Participating Shares, to enable the Company, the Service Providers or any of their delegates to comply with any applicable law or regulation or any agreement with a tax authority (including, but not limited to, any applicable law, regulation or agreement under FATCA).

Cayman Islands Regulation

The Company is regulated as a mutual fund under the Mutual Funds Act (As Revised) of the Cayman Islands ("**Mutual Funds Act**"). The Authority has supervisory and enforcement powers to ensure compliance with the Mutual Funds Act. Regulation under the Mutual Funds Act entails the filing of prescribed details and audited accounts annually with the Authority. As a regulated mutual fund, the Authority may at any time instruct the Company to have its accounts audited and to submit them to the Authority within such time as the Authority specifies. Failure to comply with these requests by the Authority may result in substantial fines on the part of the Directors and may result in the Authority applying to the court to have the Company wound up.

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

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

Save for compliance with the registration requirements under this law, nothing in the contents of this Placing Memorandum shall be taken to construe or imply approval of the contents of this Placing Memorandum or the Company or any determination of suitability of investment in Participating Shares for any person by any governmental body or agency in the Cayman Islands.

Enquiries

Enquiries or complaints concerning the Company and the Participating Shares (including information concerning subscription and redemption procedures and current Net Asset Value) should be directed to the Manager, attention: Customer Service Representative, at the address in the Directory above or to oversea-service@jindefund.com. The Manager will handle or channel to the relevant party any enquiries or complaints from Shareholders and will revert to the Shareholders accordingly.