

Fearnley Asset Management AS



General Business Terms

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Contact Information

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About the Company

Fearnley Asset Management AS (FAM) is under the supervision of the Financial Supervisory Authority of Norway, Revierstredet 3, 0151 Oslo.

FAM, Org No 930 721 484, is an investment firm licensed to provide the following investment services:

1. Management of alternative investment funds
2. Individual portfolio management
3. Investment strategy
 - a. Other fixed income funds

These general business terms ("Business Terms") for Fearnley Asset Management AS ("FAM" or "the Company") are based on Norwegian legislation and legislation within the EU and EEA area as a company with permission under the Alternative Investment Fund Management Directive, Act of 20 June 2014 (the AIF Act). The terms replace in their entirety previous versions of the Business Terms.

The Business Terms apply to the services that FAM provides to the Customer in connection with the Customer's subscription, redemption, and exchange of share classes in funds managed or distributed by FAM, and FAM's investment activities that FAM provides to the Customer, as well as related services as far as it fits. The Business Terms apply in addition to specific agreements entered into between FAM and the Customer. The parties' obligations can be described by reference to other documents. FAM is otherwise obliged to conduct its business in accordance with applicable requirements for good business practice.

The Investor is bound by these General Business Terms when submitting Fund subscription or redemption orders to FAM. To the extent FAM provides portfolio management services to its clients, such services will not be subject to these Business Terms.

These Business Terms Fund subscription documentation, FAM's guidelines on client order handling and allocation, and specific agreements between FAM and the Investor, will govern the client relationship.

The Business Terms and the guidelines on client order handling and allocation applicable at any given time are deemed to have been received, read, and accepted by the Investor each time the Investors submits orders to FAM.

The Business Terms supplement any specific agreements concluded between FAM and the Investor. In cases where reference is made to legislation, other rules, or these Business Terms, this shall be understood as these laws, rules, and terms always apply. In case of conflict between the Business Terms and specific agreement, the specific agreements shall prevail. In addition, the client relationship between the Investor and FAM will always be subject to the Norwegian Securities Trading Act and other relevant legislation.

Definitions

Business Terms: These terms and conditions.

Fund: A fund managed by FAM under the portfolio management license, subject to an investment management agreement with the Fund Manager.

Fund Manager: The appointed manager of a Fund which has delegated management to FAM.

Customer: Any individual or legal entity submitting Fund subscription or redemption orders through FAM.

CET: Central European Time, adjusted for daylight savings.

Business Day: Any day (except Saturdays and Sundays and normal bank holidays) on which banks in Ireland, Germany and Norway are ordinarily open.

Communication between FAM and Customers

The customer's written inquiries should be sent by email, letter, or other electronic communication to the unit in the Company or contact person who is the correct recipient. If the customer does not know who the correct recipient is, the customer must contact the Company. The Customer can communicate with the Company in Norwegian or English.

The Customer consents to the Company communicating electronically with the Customer. The Customer can reserve against electronic communication by notifying the Company in writing. In such cases, the Customer will normally receive information by post. However, the Company can use electronic communication in cases where the Company is legally required to ensure that

the recipient has received knowledge that the message has been received. If the Customer has not reserved against electronic communication, messages will take effect for the Customer when the message has reached the Customer. Electronic communication between the Company and the Customer will take place via email and phone.

Risk

The Customer is aware that investments in and trading in funds is associated with the risk of loss. The invested capital can increase or decrease in value. The value of funds and financial instruments depends, among other things, on general fluctuations in the financial markets. Historical returns are no guarantee for future returns. Historical value development and returns cannot be used as a reliable indicator of future development and returns on funds.

Future returns will depend on many variables such as market developments, manager's prowess, the fund's risk profile, costs of subscription and redemption. The Customer must assess the risk associated with the relevant instrument and market. The Customer should refrain from making investments in and trading with funds, financial instruments and other related instruments if the Customer is not aware of the risk associated with such investment.

In accordance with the rules of good business practice, FAM will seek to provide the Investors with all necessary information in a suitable manner, considering the Customer's investment experience and knowledge.

Fund investments are not covered by government guarantee schemes for bank deposits.

Investment advice

FAM is not licensed to and will therefore not provide investment advice to customers.

Customer's Information to FAM

FAM is legally required to collect and update a range of information about the customer. When establishing a business relationship, the customer must provide FAM with their personal number/organization number/LEI, address, tax country, any electronic addresses, owners or beneficial owners of legal entities, as well as persons with order authorization. Physical persons must provide their place of residence. The customer must provide information about monetary or bank accounts and securities accounts in VPS or other equivalent registers. Any changes in the information must be immediately reported to FAM in writing.

FAM collects information to meet requirements according to:

- Anti-money laundering regulations
- Securities regulations
- FATCA and CRS reporting in accordance with international agreements to which Norway is bound

Investor classification

FAM will target “Professional clients”, meaning an investor which is considered to be a professional client or may, on request, be treated as a professional client within the meaning of Annex II of Directive 2004/39/EC (Markets in Financial Instruments Directive).

1. Professional clients within the meaning of Annex II of Directive 2004/39/EC (Markets in Financial Instruments Directive or MiFID)
2. Investors who receive an appraisal from an EU credit institution, a MiFID firm, or a UCITS management company, certifying that they have the appropriate expertise, experience, and knowledge to adequately understand the investment
3. Investors who self-certify as informed investors by providing written confirmation that they have sufficient knowledge and experience in financial and business matters to properly evaluate the merits and risks of the prospective investment

Conflicts of interest

FAM will take appropriate measures to avoid, identify and prevent conflicts of interest between FAM, FAM's employees, and customers, as well as between customers.

FAM has developed internal guidelines aimed at managing and preventing conflicts of interest. A version of these guidelines is available on FAM's website. FAM has a special duty to ensure that the interests of customers precede the interests of FAM.

The purpose of the guidelines is to ensure that customers' interests are safeguarded in a satisfactory manner. If the measures do not reasonably prevent the risk of customers' interests being harmed, FAM will clearly inform the customer about possible conflicts of interest and the measures taken to reduce this risk. FAM cannot provide investment services or additional services to the customer before the customer has received such information. It should be

noted that FAM may have assignments for other companies within its own group and that FAM may use Fearnley Securities AS for certain services such as a broker for financial instruments and for fund sales.

Specific confidentiality provisions may prevent FAM's employees from using or knowing information available within FAM that could be relevant to investment decisions. It should be noted that employees of FAM may have investments in the funds managed by FAM. Further information about FAM's guidelines for handling conflicts of interest can be obtained upon request.

Audio and text recordings

FAM will make audio recordings of all communication between portfolio managers and brokers over phone and teams. Audio recordings and other documentation will be kept by FAM. Audio recordings will be kept by FAM for a period that complies with applicable legislation calculated from the recording date and will normally be deleted after the mandatory retention period has expired. Audio recordings with individual customers can be retrieved by searching, among other things, the time of the conversation, incoming and outgoing phone numbers, and the FAM employee who participated in the conversation.

FAM may be required to provide audio recordings to public authorities and others who may demand this under the law. Other companies that cooperate with FAM in providing relevant investment services have a corresponding obligation to make audio recordings of conversations with the Customer to the extent that such investment services are provided over the phone. Documentation of communication through other communication channels than the phone when providing investment services will be kept by FAM for a period that complies with applicable law.

FAM will, upon request from the Customer, make audio recordings and other documentation available to the Customer. The Customer can obtain further information on the procedure by contacting FAM at the address above.

Subscription and redemption of fund units

Subscription and redemption of Fund units takes place as described in the Fund's legal offering documents. Both buying and selling Funds will be affected so that the Customer receives units based on the subsequent valuation. For customers directly invested in FAM Funds, the units in the Funds are held in Investor's account at. Caceis Ireland All Investor queries regarding safekeeping

and administration of units in Funds shall be directed to FAM or to Caceis Ireland. In the case of Customer's invested via the nominee solution by Huddleston, these units are held directly in the Funds,. All customer queries regarding safekeeping and administration of shares in Funds shall be directed to FAM.

Valuation and redemption

Transactions in Fund units are made at the net asset value ("NAV"). The FAM Funds are open ended and generally open for subscription on a monthly basis. The relevant cut off times are described in the relevant Sub-fund's legal offering documents. Subscription notifications for funds, which are received before cut-off, will utilize the NAV set for the relevant month end, provided that the subscription amount is paid. For first time subscriptions, the NAV date will depend on the time FAM receives documentation necessary to complete Customer due diligence. In connection with Norwegian, German or Irish public holidays, the deadline for receipt of trade notifications may be changed.

FAM's Liability to Customers

FAM, the Company or its employees are not liable for the Customer's loss as long as FAM has met general requirements for due diligence, and FAM could reasonably foresee the Customer's loss as a possible consequence of the breach of duty. For financial loss caused by a subcontractor who, under an agreement with the Company, is assumed to contribute to fulfilling the service provider's obligations, both FAM and the subcontractor can be held liable. The compensation shall correspond to the financial loss suffered as a result of FAM or possibly the subcontractor not fulfilling their obligations. Under the conditions set out in the Damages Act § 5-1, the compensation can be reduced or waived if the injured party has contributed to the loss or failed to limit the loss. Under the conditions set out in the Damages Act § 5-2, the compensation can be reduced.

FAM cannot be held liable for financial loss caused by extraordinary circumstances beyond its control and which FAM could not reasonably foresee or avoid the consequences of. The same applies to losses caused by FAM being bound by other obligations under the law. Exemption from liability lasts as long as the extraordinary circumstances are present. If the mentioned circumstances cease, liability can be claimed if there is still a breach.

Customer General Liability Provisions

The Customer is obliged to familiarize themselves with the service's main characteristics and the information received from FAM. If the Customer without reasonable cause fails to follow a request from FAM to familiarize themselves with the information received, FAM is not responsible for anything the Customer should have become aware of by following the request. FAM reserves the right to shut down, suspend, or limit the services regulated by these Business Terms if circumstances beyond FAM's control occur and which FAM could not reasonably foresee or avoid the consequences of.

The same applies to conditions due to obligations imposed on FAM or under the law, as well as to safeguard FAM's, the Customer's, or other Customers' interests. FAM is also not responsible for damage or loss caused by obstacles or other conditions beyond FAM's control. Such circumstances include, but are not limited to, lack, error in or attack on power supply, data or other electronic communication systems or trading systems, that exchanges, regulated markets, or similar trading venues, etc. temporarily close for trading in the relevant financial instrument or other actions due to conditions on such companies' side, public authority intervention, sabotage, vandalism (including computer viruses and hacking), natural disasters, acts of war, acts of terrorism, strikes, blockades, boycotts, lockouts, and/or national or international sanctions. FAM's obligations under the Business Terms temporarily cease, and the Customer has no right to compensation for damage or loss, either direct or indirect loss, that may arise due to FAM having suspended, suspended, or limited the Customer's access to the services covered by the Business Terms.

Withholding of Taxes

When trading abroad, FAM may be required by law, regulation, or tax treaty to withhold amounts to cover various forms of taxes or fees. The same may apply to trading in Norway on behalf of foreign customers. Where such withholding is to take place, FAM may make a preliminary calculation of the relevant amount and withhold this amount. When the final calculation is available from the competent authority, any excess amount will be paid to the Customer as soon as possible. The Customer is responsible for providing the necessary documentation for this and ensuring that the documentation is correct.

Measures against Money Laundering and Terrorist Financing

FAM is subject to the Act on Measures against Money Laundering and Terrorist Financing (the Money Laundering Act) with accompanying regulations. FAM is required to classify Investors based on the risk of money laundering and terrorist financing related to the Customer relationship. FAM or its delegates will

initiate and conduct investigations into transactions on suspicion of money laundering or terrorist financing and may be obliged to disclose information about suspicious transactions to the authorities without informing the Customer.

FAM is required to carry out customer measures when establishing a customer relationship and to conduct ongoing monitoring of the customer during the customer relationship. As part of performing customer measures, the company must collect and verify information from the customer, including personal details, a description of the customer's business, confirmation of the customer's identity, documentation of any power of attorney relationships, information about the beneficial owner and/or politically exposed person, information about the purpose and nature of the customer relationship, as well as information about the origin of the funds and assets. The customer is obliged to provide information in accordance with the anti-money laundering regulations so that FAM can fulfill its obligations under the Money Laundering Act as it applies at any given time.

The customer is deemed to be aware of and accepts that the company is obliged to continuously monitor the customer relationship, including monitoring that transactions carried out in the customer relationship are in accordance with the information obtained about the customer, the customer's business and risk profile, the origin of the funds, and the purpose and intended nature of the customer relationship. Furthermore, customers are aware of and accept that the company is obliged to continuously request such information from the customer as is necessary for the company to comply with its obligations under the aforementioned legislation. If the customer does not provide the information that the company is required to collect, the company may terminate the customer relationship. FAM may be required by law to provide public authorities with all relevant information related to the customer relationship or individual transactions. This can happen without the customer being informed that such information has been provided.

Governing law and dispute resolution

Any claim or dispute between the parties resulting from, or in, connection with the Business Terms or Fund transactions shall be settled in accordance with Norwegian law with Oslo District Court as the legal venue. FAM may, however, bring legal action against customers in any legal venue to which they are subject. Customers with foreign legal venue and who can rely on law provisions giving them protection against legal action in Norwegian courts, whether it is a

question of legal venue, governing law, or other matters, hereby waive this right to the extent possible in accordance with mandatory law in the country of origin.

Personal Data Act

FAM's processing of personal data is further regulated in FAM's privacy policy which can be found on our website. In order for the Management Company and other companies in the same group as the Management Company to be able to carry out customer measures in accordance with the Money Laundering Act without obtaining new information from the Customer, the Customer consents to the necessary information being shared within the group.

Complaints

The Customer may send a written complaint by e-mail FAM_Compliance@fearnleys.com. The subject of the mail should include the wording "Formal complaint" (Formell klage). The complaint will be dealt with by the Operations and Compliance Department, which will ensure that the complaint is investigated thoroughly, and that the Customer receives an answer within a reasonable time. If the Customer is not satisfied with the outcome of the complaint handling in FAM, the Customer may bring any dispute before the Norwegian Financial Services Complaints Board for its opinion. In order for the Complaints Board to hear a dispute, the Customer must first submit a complaint to FAM, within a reasonable time limit for considering the complaint. The Customer may thereafter submit a written complaint to the Complaints Board, stating the grounds for the complaint and the result being sought.

Disclosure Obligations to Authorities and Others

FAM will, notwithstanding statutory confidentiality, provide information about the customer, the customer's transactions, balances on client accounts, and other information to the authorities that may require this in accordance with applicable law. The customer accepts and is deemed to have consented to the information subject to confidentiality also being provided to regulated markets, central counterparties, etc., that may require this in accordance with law, regulation, or other rules established for these bodies.

Changes

FAM reserves the right to change the Business Terms. Significant changes will take effect from the time they are communicated to the customer in writing. Other changes will take effect from the time they are published on the

company's website. Changes will not affect trades, transactions, etc., that have been submitted or completed before the change is made effective as mentioned.

The same rules that apply to changes in the Agreement entered into with the customer apply to changes in the Business Terms. The change provisions only apply to customers who are consumers. For non-consumers, the Management Company can also make changes to the Agreement unilaterally. If the change is disadvantageous, the Management Company will send a notice of the change, which will take effect at the time specified in the notice.

Language

The Business Terms are available in English.