ANNEXURE “A” - INVESTMENT OBJECTIVES AND RESTRICTIONS

1. PORTFOLIO DESCRIPTION

The Asymmetry A Portfolio (the “**Portfolio**”) targets positive returns when equity markets are negative or below money market rates. In strong equity markets the Portfolio aims to capture the market’s outperformance. The Portfolio strategy is designed to safeguard historical positive returns. This may translate into Portfolio returns below the market performance, for example, during periods toward the end of a strong bull market.

2. INVESTMENT PROCESS

The Portfolio scours the market for asymmetric investment opportunities. Once a particular opportunity has been uncovered based on attractive fundamentals, significant upside returns and containing a slant of asymmetric payoff; the interrogation process begins. The goal is to work the opportunity into one of greater asymmetry by tackling each significant risk node within the potential strategy. Each risk node is scrutinised using industry experts, in-house bottom-up analysis, and where possible, hedged using a specific financial instrument.

Leverage will be used to increase exposure to opportunities where there is a high degree of certainty and asymmetry in a particular investment. Leverage is limited to 200% gross total exposure.

3. INVESTMENT AND RETURN OBJECTIVES

Investment Style	Seeks medium to long term asymmetric investment profiles; while taking advantage of short term price arbitrage and hedging strategies.
Target Return	+20% per annum

4. RISK PROFILE

The Portfolio has a moderate risk profile with some directional market exposure and may have higher than normal concentration and geared exposure in specific financial instruments. The Portfolio may have short exposure to instruments. The Portfolio is suitable for sophisticated investors who have a medium-term investment horizon seeking capital protection and growth.

5. **INVESTMENT RESTRICTIONS**

Limit description	Limit
Portfolio exposure	Absolute value-at-risk using daily historical data must be calculated on a daily basis to determine with a 99% confidence level that the potential loss over the following month will not exceed 20% of the portfolio's net asset value.
Instrument exposure	• 10% per security or 30% per security as long as the limits aggregate excess exposure above 10% is limited to 40% of the net asset value of the portfolio; • the aggregate (transferable equity securities, money market instruments, or deposits) exposure per counterparty must be less than or equal to 30%; • a maximum 20% in aggregate in securities based on the value of gold, other metals, and commodities if the securities are listed on an exchange and as long as physical delivery is limited; • a maximum of 20% in unlisted transferable equity securities as long as these securities are negotiable, can be independently valued, and do not compromise the ability of the portfolio to meet its liquidity terms; • a maximum of 10% in any other securities or assets.
International exposure	The Portfolio is allowed to have exposure to foreign investments.
General	Any other portfolio or instrument limits as set for retail investor hedge funds in terms of applicable legislation.

6. **RISK MANAGEMENT**

The positions are actively managed to adhere to the mandate limits and to ensure that the positions reflects the portfolio manager's best view. Real-time price feeds update the market values of the investments.

The following risk management principles are employed:

- Sensitivity analysis including stress testing of positions;
- Mandate compliance;
- Settlement risk;
- Counterparty exposure.

7. **REINVESTMENT**

The Fund will at its discretion reinvest any income or capital gains it may receive.

ANNEXURE "B" - REMUNERATION OF INVESTMENT MANAGER

1. DEFINITIONS

In this Annexure B, unless inconsistent with the context, words and expressions defined in this agreement, to which this is an annexure, shall have the meanings assigned to them in this agreement and the following words and expressions have the following meanings:

1.1. "**Fee Calculation Period**" means each calendar three months ending on 31 March, 30 June, 31 September and 31 December of each year or the first pro-rata period from the Effective Date or the last pro-rata period ending on the termination date.

1.2. "**High Water Mark**" means the previous highest NAV of the Portfolio, appropriately adjusted for deposits or withdrawals from the portfolio, as calculated on the Effective Date and at the end of each subsequent Fee Calculation Period;

1.3. "**Hurdle Rate1**" means the rate calculated using the Short Term Fixed Interest Composite Index;

1.4. "**Hurdle Rate2**" means the rate calculated using Hurdle Rate1 Plus 10% (ten percent) per annum;

1.5. "**Hurdle Rate3**" means the rate calculated using Hurdle Rate1 Plus 15% (fifteen percent) per annum;

1.6. "**Hurdle NAV1**" means the High Water Mark increased with Hurdle Rate1 over the appropriate calculation period;

1.7. "**Hurdle NAV2**" means the High Water Mark increased with Hurdle Rate2 over the appropriate calculation period;

1.8. "**Hurdle NAV3**" means the High Water Mark increased with Hurdle Rate3 over the appropriate calculation period;

1.9. "**Management Fee Percentage**" means a percentage of 1.5% (one and a half percent) per annum;

1.10. "**Month**" means a calendar month;

1.11. "**NAV**" means the net asset value of the Portfolio;

1.12. "**Performance Fee Percentage1**" means a percentage of 15% (fifteen percent) for outperformance above the Hurdle NAV1;

1.13. “**Performance Fee Percentage2**” means a percentage of 10% (ten percent) for outperformance above the Hurdle NAV2;

1.14. “**Performance Fee Percentage2**” means a percentage of 5% (five percent) for outperformance above the Hurdle NAV3;

2. MANAGEMENT FEE

2.1. On the last Business Day of each Month, the Investment Manager shall receive a management fee as determined in terms of this clause 2. (“**Management Fee**”)

2.2. The monthly Management Fee is calculated by multiplying the Management Fee Percentage (divided by 12 (twelve)) with the NAV of the Portfolio on the last day of the Month.

2.3. The Management Fee is payable within 5 (five) Business Days of the presentation of the invoice.

2.4. If this agreement commences on a date other than the beginning of a Month, or terminates other than at the end of a Month, the Management Fee in respect of the shorter period will be calculated on a pro rata basis for the period in question. On termination, the Management Fee will be calculated and payable based on the latest available NAV of the Portfolio.

3. PERFORMANCE FEE

3.1. On the last Business Day of each Fee Calculation Period, the Investment Manager shall receive a performance fee as determined in terms of this clause 3. (“Performance Fee”)

3.2. The Performance Fee is payable within 5 (five) Business Days of presentation of the invoice

3.3. The Performance Fee is calculated by aggregating the following amounts

3.3.1. if the NAV is larger than the High Water Mark1 then multiply the Performance Fee Percentage1 with the difference between the NAV and the High Water Mark1; Plus

3.3.2. if the NAV is larger than the High Water Mark2 then multiply the Performance Fee Percentage2 with the difference between the NAV and the High Water Mark2; Plus

3.3.3. if the NAV is larger than the High Water Mark3 then multiply the Performance Fee Percentage3 with the difference between the NAV and the High Water Mark3.

3.4. If the NAV is smaller than the Hurdle NAV1, the Performance Fee will be zero.

4. GENERAL

4.1. The Fees exclude any applicable value-added tax.

4.2. The Client shall also be liable for all brokerage fees, taxes, levies, audit charges, custodian charges, bank charges and all other costs reasonably incurred in the management and administration of the Portfolio, in terms of this agreement. The Investment Manager shall be entitled to withdraw any such fees and costs from the bank account or broker account in which the funds are held.

4.3. Should any changes occur to or in the interpretation of any legislation which results in an increase in any of the taxes, duties or other charges in respect of fees, expenses or charges referred to in this agreement and save for changes in the overall rate of income tax applicable to the Investment Manager, the Portfolio will, upon first written demand by the Investment Manager, pay such increase.

4.4. In the event of a conflict between the provisions of this agreement and this Annexure, the provisions of this Annexure shall take precedent and shall be duly implemented by the Parties.

No variation of this Annexure shall affect the terms hereof unless such variation shall be reduced to writing and signed by each of the Parties.

This Annexure contains the entire agreement between the Parties relating to the matters recorded herein and no Parties shall be bound by any undertakings, representations, warranties promises or the like not recorded in this Annexure