

LEGAL INFORMATION AND PILLAR III DISCLOSURES

LEGAL NOTICES AND DISCLOSURES

IMPORTANT INFORMATION

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An application for shares in the investment funds referred to on this Website should only be made having read fully the relevant offering documents. It is your responsibility to read such offering documents and by making an application you will be deemed to represent that you have read such offering documents and agree to be bound by its contents.

You should note that, if you choose to invest in any fund described or referred to in this Website, your capital will be at risk and you may therefore lose some or all of any amount that you choose to invest.

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- to communicate or receive information that is obscene, indecent, pornographic, sadistic, cruel, or racist in content, of a sexually explicit or graphic nature, which promotes or incites discrimination, hatred or racism or which might be legally actionable for any reason;
- in a manner intended to threaten, harass, or intimidate;

- to violate Verno's or any third party's copyright, trademark, proprietary or other intellectual property rights;
- to damage Verno's name or reputation or that of our affiliated companies or any third parties;
- to impersonate any of our employees or other person or use a false name while using our site or implying an association with us;
- to penetrate our security measures or other entities' systems ("hacking");
- to transmit unsolicited voluminous emails (for example, spamming) or to intercept, interfere with or redirect email intended for others using our site;
- to generate excessive amounts of internet traffic, to interfere with our network or other's use of our site or to engage in activities designed to or having the effect of degrading or denying service to users of our site or others;
- to introduce viruses, worms, harmful code and/or Trojan horses onto the internet or into our site or any other entity's systems and it is your responsibility to ensure that whatever you download or select for your use from our site is free from such items;
- to post or transmit information that is defamatory, fraudulent or deceptive, including but not limited to scams such as "make-money-fast" schemes or "pyramid/chain" letters; and/or
- to transmit confidential or proprietary information, except solely at your own risk.

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In respect of existing investors, you will be provided with a user identification code and password to access the Website. You must treat this information as confidential and you must not disclose it to any third party or allow any third party to access the Website using your user code or password. You agree to notify Verno immediately if you suspect unauthorised use of the Website or of your user identification code or password.

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Privacy and Data Protection

As a result of your use of this website, Verno may hold and process personal information about you

and may use it to send to you information about the fund managed by Verno. All personal data held by Verno will be treated in accordance with applicable data protection laws.

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Law and Variation

Your browsing in and use of this Website shall be deemed acceptance of, the laws of England and Wales. A condition of using this Website is that in the event of any dispute or proceeding you irrevocably submit to the exclusive jurisdiction of the English Courts and waive any objection to proceedings in such courts on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

Pillar III Disclosures

Verno Capital's BIPRU 11.3 Disclosures as required by the FCA are available and may be requested from us. Please contact Anton Kudachkin: akudachkin@verno-pe.com tel.: +7 (495) 980-7373 .

UK Financial Reporting Council's Stewardship Code

Under Rule 2.2.3R of the FCA's Conduct of Business Sourcebook, the Firm is required to disclose the nature of its commitment to the UK Financial Reporting Council's Stewardship Code (the "Code") or, where it does not commit to the Code, its alternative investment strategy.

The Code is a voluntary code that sets out a number of principles relating to engagement by investors with UK equity issuers. Investors that commit to the Code can either comply with it in full or choose not to comply with aspects of the Code, in which case they are required to explain their non-compliance. The Firm pursues a multi-strategy investment approach, investing in strategies including distressed, event driven and equity long/short, merger arbitrage and convertible/volatility some of which will involve investments in global equities, including UK equities.

The Code is therefore relevant to only some aspects of the Firm's trading. While the Firm generally supports the objectives that underlie the Code, the Firm has chosen not to commit to the Code.

The Firm invests in a variety of asset classes and in a variety of jurisdictions globally. Its approach in relation to the engagement with issuers and their management is therefore determined globally, on a group wide basis, and will often vary on a case by case basis. That being the case, the Firm does not consider it appropriate to commit to any particular voluntary code of practice relating to an individual jurisdiction or asset class.