

DATED 30 JANUARY 2024

JTC GLOBAL AIFM SOLUTIONS LIMITED

DOWNING LLP

**DOWNING RENEWABLES & INFRASTRUCTURE
TRUST PLC**

INVESTMENT MANAGEMENT AGREEMENT

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DATED 30 January 2024

PARTIES

- (1) **JTC GLOBAL AIFM SOLUTIONS LIMITED**, a non-cellular company incorporated in Guernsey (registered number 62964) with its registered office at Ground Floor, Dorey Court, Admiral Park, St Peter Port, Guernsey GY1 2HT (the "**AIFM**");
- (2) **DOWNING LLP**, registered in England and Wales (registered number OC341575) with its registered office at 6th Floor, St Magnus House, 3 Lower Thames Street, London EC3R 6HD (the "**Investment Manager**"); and
- (3) **DOWNING RENEWABLES & INFRASTRUCTURE TRUST PLC**, incorporated in England and Wales (company number 12938740) with its registered office at 6th Floor, 65 Gresham Street, London EC2V 7NQ (the "**Company**").

BACKGROUND

- (A) The Company constitutes a non-EU AIF for the purposes of the EU AIFM Directive and a UK AIF for the purposes of the UK AIFM Legislation. The Company is a closed-ended investment company established as an investment trust and its Ordinary Shares are admitted to listing on the premium segment of the Official List of the FCA and to trading on the premium segment of the main market of London Stock Exchange plc.
- (B) The Company has appointed the AIFM as its alternative investment fund manager (within the meaning of the UK AIFM Legislation) to provide from the Effective Date certain AIFM management services to the Company (including portfolio management services and risk management services on a discretionary basis), pursuant to the AIFM Agreement.
- (C) The Investment Manager is authorised and regulated by the Financial Conduct Authority in the conduct of its regulated activities under FSMA.
- (D) The AIFM (with the Company's consent) and with effect from the Effective Date wishes to delegate its portfolio management function under the AIFM Agreement to the Investment Manager on and subject to the terms set out in this Agreement, and the Investment Manager agrees to provide such services.

OPERATIVE PROVISIONS

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:

"Administrator" means JTC (UK) Limited or such other entity as appointed by the Company to provide administration services from time to time.

"Affiliate" means an entity that owns or Controls, is owned or Controlled by or is under common Control or ownership with a person.

"Agreement" means this agreement, as varied from time to time pursuant to its terms.

"AIF" an alternative investment fund for the purposes of the EU AIFM Directive and the UK AIFM Legislation.

"AIFM Agreement" means the alternative investment fund management agreement dated on or about the date of this Agreement between (1) the Company and (2) the AIFM pursuant to which, with effect from the Effective Date, the AIFM has been appointed as the Company's alternative investment fund manager.

"AIFM Applicable Laws" means the Protection of Investors (Bailiwick of Guernsey) Law, 2020, together with the rules made thereunder, in particular, The Licensees (Conduct of Business) Rules and Guidance 2021, The Licensees (Capital Adequacy) Rules and Guidance 2021 and the AIFMD (Marketing) Rules, 2021.

"Allocation Policy" means the allocation policy of the Investment Manager which seeks to ensure appropriate allocations between the Company and other Downing Managed Funds.

"Annual Expenses Budget" means the annual budget of expected costs and expenses in respect of the Company.

"Applicable Law" means all applicable legislation and law in any jurisdiction, including all applicable rules and regulations, codes of practice, codes of conduct, handbooks, policy statements or other guidance (whether or not having the force of law) issued from time to time by any relevant authority applicable to any of the parties or their Affiliates including but not limited to the Data Protection Laws, FSMA, AIFM Applicable Laws, the EU AIFM Directive and the UK AIFM Legislation;

"Approved Budget" means the Annual Expenses Budget following approval by the Board at the third Quarterly Board meeting of each financial year of the Company (or at such other time) in respect of the following financial year.

"Articles" means the articles of association of the Company from time to time.

"Authorised Recipients" means, in respect of a party to this Agreement, such party's directors, partners, officers, delegates, agents, employees or professional advisers.

"Authorised Signatory of the AIFM" means a person authorised by the AIFM to give instructions and otherwise direct the Investment Manager or any delegate of the Investment Manager on the Company's behalf as set out in Schedule 3 Part B as amended from time to time.

"Authorised Signatory of the Company" means a person authorised by the Company to give instructions and otherwise direct the Investment Manager or any delegate of the Investment Manager on the Company's behalf as set out in Schedule 3 Part A as amended from time to time, and including for the avoidance of doubt, any member of the Board.

"Board" or **"Directors"** means the directors of the Company for the time being or as the case may be the directors assembled as a board or a duly authorised committee thereof.

"Business Day" means any day, excluding any Saturday or Sunday or any other day on which banks are closed for non-automated business in Guernsey or in the City of London.

"Client Limit Order" means an order to buy or sell a financial instrument at a specified price limit or better;

"Confidential Information" means information of a confidential nature (including, but not limited to, unpublished price-sensitive information) communicated by (or on behalf of) the Company or the AIFM to the Investment Manager in relation to the

Company, the Company's Affiliates. the Company's business or the subject matter of this Agreement (including the terms of this Agreement).

"Conflicts of Interest Policy" means the Investment Manager's policy dealing with identification and management of conflicts of interest that arise, or may arise, when providing services and whose existence may damage the interests of clients and that specifies procedures in order to prevent or manage such conflicts as required in accordance with the FCA Rules and as amended by the Investment Manager from time to time;

"Control" means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management or policies of the other person, whether through the ownership of voting shares, by contract or otherwise, and **"Control"** and **"Controlled"** will be interpreted accordingly.

"Controller" has the meaning given in the Data Protection Laws.

"Data Protection Laws" means to the extent applicable, GDPR, the Data Protection Act 2018, UK GDPR, the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (as amended from time to time), the Guernsey Data Protection Law and all or any other Applicable Law relating to the processing of Personal Data and privacy, and any associated codes, regulation or guidance (as may be amended or replaced from time to time) applicable in any jurisdiction of any party.

"Data Subject" has the meaning give in the Data Protection Laws.

"Data Subject Request" means a request made by a Data Subject to exercise any rights of Data Subjects under Data Protection Laws.

"Disclosure Rules" means the Disclosure Guidance and Transparency Rules made by the FCA for the purposes of section 73(A)(3) of FSMA as amended from time to time.

"Downing Group" means the Investment Manager and the other companies in its group for the purposes of section 606 of the United Kingdom Corporation Tax Act 2020.

"Downing Managed Funds" means funds, finance vehicles or accounts managed or advised by a member or members of the Downing Group.

"EEA" means the European Economic Area.

"Effective Date" means 1 February 2024.

"Expert" means an independent firm of chartered accountants agreed between the Investment Manager and the Company, or, in the absence of such agreement, nominated by the President of the Institute of Chartered Accountants for England and Wales on the request of the Investment Manager and/or the Company.

"EU AIFM Directive" means the Alternative investment fund managers Directive 2011/61/EU of the European Parliament and of the Council of 8 June 2011 on Alternative investment fund managers and amending Directives 2003/41/EC and 2009/65/EC and Regulations (EC) No 1060/2009 and (EU) No 1095/2010, the Commission Delegated Regulation (EU) No 231/2013 of 19 December 2012 supplementing Directive 2011/61/EU of the European Parliament and of the Council with regard to exemptions, general operating conditions, depositaries, leverage, transparency and supervision and all legislation made pursuant thereto, including where applicable, the implementing legislation and regulations in each member state of the EEA.

"FCA" means the United Kingdom Financial Conduct Authority (or its successor regulator or regulators).

"FCA Rules" means the rules and guidance of the FCA from time to time set out in the FCA Handbook of Rules and Guidance (or such corresponding rules and guidance as might succeed them).

"Force Majeure Event" means any event beyond the reasonable control of the affected party which does not relate to its fault or negligence, including acts of God, expropriation or confiscation of facilities, war, hostilities, rebellion, terrorist activity, local or national emergency, sabotage or riot or civil commotion, unforeseeable and accidental destruction of hardware, software, systems, networks, databases, interfaces or facilities, the act or regulation of any relevant authority (including any stock exchange), any investigation by a relevant authority (other than routine checks), fire, lock-out, strike, epidemic or pandemic or plague and natural disaster.

"FSMA" means the United Kingdom Financial Services and Markets Act 2000, as amended from time to time.

"GDPR" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC;

"Group" means the Company and its subsidiaries from time to time.

"Guernsey Data Protection Law" means The Data Protection (Bailiwick of Guernsey) Law, 2017, as amended;

"Investment" means any investment or other asset of any description, the acquisition of which is authorised under the Investment Policy and Investment Restrictions.

"Investment Policy" means the investment objective and investment policy of the Company (as reviewed and amended, with FCA and Shareholder approval where required, by the Board from time to time).

"Investment Restrictions" means the investment restrictions relating to the Investments as from time to time decided on by the Board.

"Key Person" each of Tom Williams and Tom Moore and any replacements approved by the Company in accordance with Clause 6.2.2.

"Key Person Event" has the meaning given to in Clause 6.2.2.

"Listing Rules" means the listing rules made by the FCA under Part VI of the FSMA, as amended from time to time.

"MiFID II" means the UK version of Directive 2014/65/EU on markets in financial instruments, Regulation (EU) No. 600/2014 on markets in financial instruments, and any secondary legislation, rules, regulations and procedures made pursuant thereto up to 31 December 2019, which is part of UK law by virtue of the European Union (Withdrawal) Act 2018, as amended.

"MTF" means as defined in the FCA Rules;

"Net Asset Value" means the value, as at any date, of the assets of the Company after deduction of all liabilities determined in accordance with the accounting policies adopted by the Company from time-to-time.

"Net Asset Value per Ordinary Share" means at any time the Net Asset Value attributable to the Ordinary Shares divided by the number of Ordinary Shares in issue (other than Ordinary Shares held in treasury) at the date of calculation.

"Order Execution Policy" means the Investment Manager's policy relating to execution of orders and decisions to deal on behalf of clients, as required by the FCA Rules.

"Ordinary Shares" means ordinary shares of 1 penny each in the capital of the Company.

"Personal Data" means any personal data (as defined in the Data Protection Laws) processed by the Company, the AIFM or the Investment Manager pursuant to or in connection with this Agreement.

"Personal Data Breach" has the meaning given in the Data Protection Laws.

"Portfolio" means the assets of the Group in respect of which the Investment Manager will provide the portfolio management function under the terms of this Agreement.

"Process" has the meaning given in the UK GDPR and the term "Processed" or "Processing" shall be construed accordingly.

"Processed Personal Data" means any Personal Data processed by the Investment Manager pursuant to or in connection with this Agreement.

"Processor" has the meaning given in the Data Protection Laws.

"Proper Instructions" means instructions given (or purported to have been given) by or on behalf of the AIFM and/or the Board or any delegate of the AIFM in accordance with Clause 16, either in writing (including by e-mail or other electronic means of communication) or such other means as may be agreed from time to time by the Board.

"Quarter" means a quarter period ending on a Quarter Date (and **"Quarterly"** shall be construed accordingly).

"Quarter Date" means the final day in each of March, June, September and December of each calendar year.

"Regulated Activity" shall have the meaning given to the term "regulated activity" in FSMA.

"Services" means the services specified in Schedule 1 (*Schedule of Services*) and such other services as may be agreed in writing between the Company, the AIFM and the Investment Manager.

"Shareholder" means a shareholder in the Company from time to time and **"Shareholders"** means (unless the context otherwise requires) each of the shareholders of the Company.

"Term" means the period from the date of this Agreement until the date when it is terminated in accordance with Clause 6 (*Term and termination*).

"UK AIFM Legislation" means the Alternative Investment Fund Managers Regulations 2013 (SI 2013/1773), the Alternative Investment Fund Managers (Amendment etc.) (EU Exit) Regulations 2019 (SI 2019/328) and any other implementing measure which operated to transpose the EU AIFM Directive into the

domestic law of the United Kingdom, as amended and supplemented from time to time; and (ii) the UK versions of the Commission Delegated Regulation (EU) No 231/2013 of 19 December 2012 and any other delegated regulations in respect of the EU AIFM Directive, each being part of the domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018, as further amended and supplemented from time to time and any further and/or secondary legislation, rules, regulations or procedures made pursuant thereto, each as these may be amended, repealed, consolidated or replaced from time to time.

"UK GDPR" means GDPR as incorporated into UK law by the European Union (Withdrawal) Act 2018 as amended by the European Union (Withdrawal Agreement) Act 2020.

"UK MAR" means Regulation (EU) No.596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse as it forms part of the domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018, as amended, and any subordinate implementing legislation in the United Kingdom.

1.2 In this Agreement, unless the context otherwise requires:

1.2.1 references to legislation:

- (a) include any subordinate legislation (including regulations and orders) made under that legislation, whether before or after the date of this Agreement; and
- (b) include a reference to such legislation as from time to time amended or re-enacted (whether before or after the date of this Agreement) and, where such legislation has re-enacted or replaced any other legislation, such other legislation,

and references to re-enactment include by way of consolidation or re-writing (whether with or without modification);

1.2.2 references to law include reference to all applicable legislation and law in any part of the world, and include all applicable rules and regulations, codes of practice, codes of conduct, handbooks, policy statements or other guidance (whether or not having the force of law) issued from time to time by any relevant authority;

1.2.3 references to a "person" include a natural person, partnership, company, association, joint venture, consortium, organisation, foundation, trust, government or state (in each case whether or not having separate legal personality);

1.2.4 references to a "company" include any company, corporation or other body corporate, wherever and however incorporated or established;

1.2.5 the singular shall include the plural and vice versa and references to any gender or the neuter include a reference to the other gender and the neuter;

1.2.6 references to Clauses, Recitals or Schedules, or to a paragraph or Part of a Schedule, are (respectively) to clauses, recitals or schedules, or to a paragraph or a part of a schedule, of or to this Agreement; and references in a Schedule to a paragraph or Part are (respectively) to a paragraph or Part of that Schedule;

1.2.7 references to a "party" or the "parties" means a party or the parties to this Agreement and shall include its or their successors and permitted assigns;

1.2.8 any reference to this Agreement or to any other document is a reference to this Agreement or that other document as amended, varied, supplemented, replaced, restated or novated at any time;

- 1.2.9 any reference to something being "in writing" or "written" shall include a reference to that thing being produced by any legible and non-transitory substitute for writing (including in electronic form) or partly in one manner and partly in another;
- 1.2.10 references to any Guernsey legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any other legal concept shall, in respect of any jurisdiction other than Guernsey, be deemed to include the legal concept(s) which most nearly approximate(s) in that jurisdiction to the Guernsey legal term; and
- 1.2.11 references to time are to the time in the United Kingdom.
- 1.3 The *ejusdem generis* principle of construction shall not apply to this Agreement. Accordingly, general words shall not be given a restrictive meaning by reason of the fact that they are preceded or followed by words indicating a particular class of acts, matters or things or by examples falling within the general words; and any phrase introduced by the terms "other", "including", "include" and "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2 APPOINTMENT, POWERS AND DUTIES OF THE INVESTMENT MANAGER

2.1 Appointment of the Investment Manager

- 2.1.1 In accordance with and subject to the terms of this Agreement, the AIFM, with the consent of the Company and with effect from the Effective Date, hereby appoints the Investment Manager to act as a discretionary portfolio manager and provide the Services in respect of the Company, and the AIFM delegates to the Investment Manager such of its powers and discretions as are necessary for these purposes. The Investment Manager hereby agrees to act as a discretionary portfolio manager, provide the Services and perform its other obligations under this Agreement in respect of the Company on the terms and subject to the conditions set out in this Agreement and in accordance with Applicable Law.
- 2.1.2 Notwithstanding any other provision of this Agreement, but subject to Applicable Law, all activities performed under this Agreement by the Investment Manager on behalf of the AIFM and/or the Company or its delegates on behalf of the Company shall at all times be subject to (i) save for the provision of the Services set out in Part B of Schedule 1, the oversight of the AIFM; (ii) the overall policies, supervision, review and control of the Board, who may (by Proper Instructions) give to the Investment Manager general or specific directions relating to any matter which is the subject of this Agreement, including by amending the Investment Policy and Investment Restrictions; and (iii) the requirement to obtain Board approval in relation to transactions involving Investments where other Downing Managed Funds are the counterparty.
- 2.1.3 The Investment Manager shall take into account the Investment Policy and Investment Restrictions, and shall, and shall procure that its delegates shall, observe, comply with, act consistently with and not knowingly cause the Company to breach any provision of any of the following:
- (a) the Applicable Law which relates to the Company;
 - (b) the Articles;
 - (c) the Investment Policy and Investment Restrictions;
 - (d) any prospectus relating to the Company issued from time to time and notified to the Investment Manager in writing;

- (e) any policies adopted by the Board for the purpose of ensuring compliance with the UK AIFM Legislation, the EU AIFM Directive, the AIFM Applicable Laws and any other Applicable Law, provided that:
 - (i) such policies have been notified to the Investment Manager in writing; and
 - (ii) in the reasonable view of the Investment Manager, the Investment Manager is able to comply with such policies and such policies are not inconsistent with Applicable Law which applies to the Investment Manager, with this Agreement or with the Investment Policy and the Investment Restrictions;
- (f) any restrictions imposed on the Company by the FCA, the London Stock Exchange or any other regulatory body or relevant exchange;
- (g) any resolutions, lawful orders and directives of the Board, provided that in the reasonable view of the Investment Manager, the Investment Manager is able to comply with such resolution, lawful order and directive of the Board and that such resolution, lawful order and directive of the Board is not inconsistent with Applicable Law which applies to the Investment Manager or with this Agreement or with the Investment Policy and Investment Restrictions;
- (h) any agreement to which the Company is party, and which has been provided to the Investment Manager, provided that such agreement is not inconsistent with Applicable Law which applies to the Investment Manager and its delegates with regard to this Agreement;
- (i) any Proper Instruction; and
- (j) any loan agreement or other documentation ancillary to the borrowings of the Company or any other member of its Group and which has been provided to the Investment Manager, provided that such loan agreement or other documentation is not inconsistent with Applicable Law which applies to the Investment Manager and its delegates with regard to this Agreement,

and further provided that without prejudice to the foregoing, the Investment Manager and its delegates shall not be obliged to comply with any requirements of, directions by, or Proper Instructions which would result in the Investment Manager or any of its delegates committing an illegal act, breaching Applicable Law or being in breach of this Agreement, or if such Proper Instructions relate to duties or activities which are not within the scope of this Agreement. Where a Proper Instruction is given pursuant to Clause 2.1.3(i) and such Proper Instruction materially increases the cost to the Investment Manager in providing the Services, the Investment Manager, the Board and the AIFM shall discuss in good faith any necessary increase to the Management Fee, such that the Investment Manager is not prejudiced as a result.

2.1.4 The Company shall notify the Investment Manager forthwith of any amendments to any of the items referred to in Clauses 2.1.3(b) to 2.1.3(j) and the Company agrees that the Investment Manager shall be entitled to relief from liability for any failure to perform any obligation under this Agreement where such failure results from a failure by the Company to notify the Investment Manager of any amendments to any of the items referred to in Clauses 2.1.3(b) to 2.1.3(j), but, subject thereto, the Investment Manager acknowledges that it and its delegates are and shall at all times be aware of and take into account the terms of any items referred to in Clauses 2.1.3(a) to 2.1.3(j).

2.1.5 The Investment Manager shall, and shall ensure that its delegates shall, observe, comply with and act consistently with the remuneration policy and the Allocation

Policy of the Investment Manager as provided to the AIFM by the Investment Manager. The Investment Manager shall notify any proposed amendments to any of the items referred to in this Clause 2.1.5 where practicable, at least 30 days in advance of, and in any event reasonably in advance of, such change coming into effect.

- 2.1.6 In effecting transactions for the Company, the Investment Manager shall comply with any applicable obligations regarding best execution under the FCA Rules.
- 2.1.7 In performing its obligations under this Agreement, the Investment Manager shall not, and shall procure that its delegates shall not, perform any act or make any omission which, to the best of the Investment Manager's knowledge, will adversely affect the investment trust status of the Company as that term is applied under section 1158 to 1159 of the Corporation Act 2010.
- 2.1.8 Each of the Company and the AIFM shall, and shall procure that any person appointed by it or them, as the case may be, or acting on its or their behalf, as the case may be, shall, provide the Investment Manager with such information regarding the Company or the AIFM (as applicable) as the Investment Manager may from time to time reasonably require to enable it to perform its obligations under this Agreement or to enable it to comply with any of its duties arising pursuant to MiFID II, other Applicable Law or directions or guidance issued by any competent regulatory authority insofar as they relate to the AIFM and/or the Company.
- 2.1.9 The extent to which the portfolio management functions of the AIFM provided for under the AIFM Agreement are delegated to the Investment Manager from time to time pursuant to this Agreement may be adjusted to the extent considered necessary by the AIFM, acting reasonably and with the consent of the Company, having considered prevailing applicable guidance, regulations, rules, law and/or practice in relation to preventing the AIFM from being determined a "letter-box entity" for the purposes of the UK AIFM Legislation by the FCA or otherwise not be the Company's alternative investment fund manager by any other relevant authority, provided that the Investment Manager has been consulted, has been given reasonable time to respond and has been given at least 20 Business Days notice of the implementation of such adjustments. Where as a result of this Clause 2.1.9 additional portfolio management functions of the AIFM are required to be delegated to the Investment Manager, such additional portfolio management functions shall be discussed and agreed in good faith between the Company, the AIFM and the Investment Manager. Further, where any such additional portfolio management functions materially increases the cost to the Investment Manager in providing the Services, the Investment Manager, the Board and the AIFM shall discuss in good faith any necessary increase to the Management Fee, such that the Investment Manager is not prejudiced as a result.
- 2.1.10 The Investment Manager confirms that it is aware of the obligations of the Company as a company with shares listed on the premium segment of the Official List and traded on the premium segment of the main market of the London Stock Exchange and, in particular, understands the obligations of the Company under the Listing Rules, the admission and disclosure standards of the London Stock Exchange, the Disclosure Rules, UK MAR, the relevant company law and any other Applicable Law. The Investment Manager confirms that in performing its obligations under this Agreement it shall act at all times in a manner consistent with the compliance by the Company with the Applicable Law and, in particular, shall not take any action which could result in the dissemination of price sensitive information in relation to the Company in circumstances where such information is not made publicly available, unless such dissemination is in compliance with any Applicable Law. The Investment Manager agrees to notify the Company promptly where it becomes aware of a breach by the Company of any Applicable Law. The Investment Manager shall at all times liaise with the Board and the AIFM in relation to all matters concerning the dissemination of price sensitive information by the Company.

2.2 **Client categorisation**

- 2.2.1 For the purposes of the FCA Rules and based on information obtained in respect of the AIFM, the AIFM is a professional client (as defined in the FCA Rules) of the Investment Manager. The Company is not a client of the Investment Manager for the purposes of the FCA Rules.
- 2.2.2 It is the responsibility of the AIFM to request a categorisation with a higher level of protection when the AIFM deems it is unable to properly assess or manage the risks involved. This may apply in general or to one or more of the Services provided by the Investment Manager. Any change of categorisation must be agreed in writing by the Investment Manager.

2.3 **Powers and Duties of the Investment Manager**

- 2.3.1 Subject to Clause 2.1.3, in connection with the provision of the Services the Investment Manager is authorised and empowered to exercise (or not exercise) any rights (including voting rights) attaching to the Investments.
- 2.3.2 In connection with the provision of the Services and the performance of its obligations under this Agreement, the Investment Manager shall, subject to the terms of this Agreement and in particular Clause 2.1.3, and all matters set out in Schedule 1 (*Services*) in relation to the provision of the Services and the performance of its obligations under this Agreement, have the power and authority, subject to, where applicable, the oversight of the AIFM and to the overall supervision of the Board and the requirement to obtain Board approval in relation to transactions involving Investments where other Downing Managed Funds are the counterparty:
- (a) to receive and expend cash on behalf of the Company and any other member of the Group in furtherance of the Company's business and, in particular, to subscribe for, buy or otherwise acquire and to sell or otherwise dispose of or re-invest the proceeds of Investments;
 - (b) to effect transactions in regulated or unregulated collective investment schemes, investor companies, investment trusts, unit-linked funds or life policies;
 - (c) to participate in issues or offers of Investments (including entering into underwritings and sub-underwritings of Investments providing any undertaking in relation to offers, placings or rights conferred by a particular Investment);
 - (d) to give instructions for the opening of accounts in the name of the Company or any other member of the Group and the operation of those accounts;
 - (e) to negotiate, amend, execute, sign, deliver or otherwise bring into effect all such agreements, master agreements, confirmations, account opening documents, contracts, deeds, other instruments, notifications, warranties, undertakings, representations and indemnities in the name of, binding against, and on behalf of the Company or any other member of its Group;
 - (f) to exercise (or refrain from exercising) any governance or ownership right conferred by a particular Investment; to place cash on deposit and withdraw cash from deposit;
 - (g) to enter into derivative transactions for efficient portfolio management purposes;

- (h) to negotiate borrowings;
- (i) to enter into foreign exchange transactions;
- (j) generally, to enter into any kind of transaction or arrangement, and

to do such things, with respect to any of the foregoing, as the Investment Manager shall deem appropriate, and to take such other action (including day-to-day decisions) which the Investment Manager reasonably considers to be necessary, desirable or incidental to the performance of its obligations under this Agreement.

2.3.3 The Company and AIFM shall ratify and confirm all and whatever the Investment Manager and its delegates shall lawfully and in compliance with the terms of this Agreement do or cause to be done on behalf of the Company in performance of its duties under this Agreement and within the scope of the Services to be performed under this Agreement.

2.3.4 The Investment Manager shall keep the Board and the AIFM fully informed as to which of the members and employees of the Investment Manager have responsibilities on a day-to-day basis for the performance of the Investment Manager's obligations under this Agreement and shall procure that such directors and employees devote such of their time, attention and skill as shall be necessary for the proper performance of the Investment Manager's duties under this Agreement. The Investment Manager shall ensure that it has, at all times, a sufficient number and calibre of members and employees to enable the Investment Manager to perform its obligations under this Agreement. Subject to and without prejudice to any duties of confidentiality that the Investment Manager may have to another party, the Investment Manager shall use its reasonable endeavours to notify the Board and the AIFM of any proposed changes to the directors or employees of the Investment Manager who have principal responsibility for the performance of the Investment Manager's obligations under this Agreement.

2.3.5 Without prejudice to the provision of the Services and satisfaction of its obligations under this Agreement, the Investment Manager will be provided a reasonable opportunity by the Company to be consulted in advance on:

- (a) any investor communications in writing issued by the Company by, on behalf of, or in connection with the Company;
- (b) any proposed or actual changes to the membership of the Board;
- (c) efforts involving fundraising by the Company or building the profile of the Company; and
- (d) the preparation of annual and interim financial reports of the Company.

2.3.6 Proper Instructions shall be acknowledged by the Investment Manager acting upon them unless the person giving such Proper Instructions is advised by the Investment Manager that it believes such action may not be practicable or might involve any party in a breach of the provisions of any of the items listed at Clauses 2.1.3(a) to 2.1.3(j) or may fall within the proviso to Clause 2.1.3. Notwithstanding anything to the contrary, the Investment Manager shall not be considered to be in breach of any of its obligations under this Agreement or responsible for any loss suffered by the AIFM or the Company to the extent any breach of such obligations or loss results from the Investment Manager following a Proper Instruction or the failure of the AIFM or the Company to provide their consent or approval as required under any provision of this Agreement in a timely manner.

2.3.7 Subject as specifically provided in this Agreement, the authorities herein contained are continuing ones and shall remain in full force and effect until revoked by

termination of this Agreement as hereinafter provided, but such revocation shall not affect any liability in any way resulting from transactions initiated or any events occurring prior to such revocation.

2.4 **Delegated powers**

2.4.1 The AIFM and the Investment Manager agree and acknowledge that:

- (a) save for the Investment Manager's functions set out in Clause 2.16, all of the Investment Manager's functions under this Agreement are delegated to it by the AIFM, with the consent of the Company;
- (b) nothing in this Agreement requires or authorises the Investment Manager to perform the regulated activity of "Managing an AIF" as specified in the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, as amended; and
- (c) the AIFM does not hereby and shall not delegate its functions to the extent that the AIFM becomes a letter-box entity for the purposes of the UK AIFM Legislation.

2.4.2 The Investment Manager has in place a written plan to address potential emergencies, disasters or other significant service provision issues (a "**Business Continuity Plan**") that it deems is appropriate for the nature of its appointment and sufficient to discharge its obligations in an efficient, diligent and reasonable manner with the skill and care appropriate to a professional provider of services similar to the nature, scale and quality of the services set out in this Agreement in return for charges akin to the charges paid by the Company under this Agreement.

2.4.3 The Investment Manager shall conduct periodic testing as to the adequacy of its Business Continuity Plan on not less than an annual basis and provide the results of such tests to the AIFM or its Affiliates and the Company upon their request.

2.4.4 The Investment Manager shall upon request from the AIFM or its Affiliates or the Company (at the Company's cost) provide reasonable assistance to the AIFM and the Company in complying with any requirement of a regulatory authority relating to the Company or the provision of portfolio management services (including, for the avoidance of doubt, a request for information from such regulatory authority).

2.5 **Delegation by the Investment Manager**

2.5.1 The Investment Manager shall only be entitled to delegate the performance of its obligations and duties under this Agreement (including in the Investment Manager's discretion the power to delegate) if each of the following conditions is, to the extent applicable, complied with:

- (a) it has received the prior written consent of the Company and the AIFM to such delegation;
- (b) the delegate either:
 - (i) will not be required to perform any Regulated Activities; or
 - (ii) if it will perform a Regulated Activity, it is an authorised person which is permitted to carry on such an activity;
- (c) any delegation is (where applicable) made in compliance with Applicable Law;

- (d) the Investment Manager remains liable for the act and/or omissions of such person as if they were its own acts and/or omissions and in accordance with Applicable Law; and
 - (e) the Investment Manager is able to demonstrate to the Board (after making all reasonable enquiries) that the proposed delegate was selected with all due care and is properly qualified and capable of providing the relevant duties or functions.
- 2.5.2 Subject to Clause 2.1.3, the Investment Manager may terminate any such delegation without notice to the Company and the AIFM when it deems this to be in the interests of the Company and Shareholders.
- 2.5.3 Any such delegation shall be without further charge to the Company. The Investment Manager shall accordingly be responsible for the payment of fees and expenses to its delegates and for monitoring the performance of its delegates and no such delegate shall have any right against the Company in respect of any such fees unless the Company otherwise agrees in writing.
- 2.5.4 The Investment Manager and its delegates may, without prior reference to the AIFM, where reasonable, employ agents or third parties (including Affiliates) to perform any administrative, legal, due diligence, dealing or ancillary services required to enable the Investment Manager to perform its obligations under this Agreement at their own cost and expense, save with the consent of the Company. For the avoidance of doubt, the appointment of such agents or third parties shall not constitute a delegation or assignment of the obligations of the Investment Manager for the purposes of this Agreement.
- 2.6 **Order execution**
- 2.6.1 The Investment Manager has established the Order Execution Policy in accordance with the FCA Rules. The Order Execution Policy applies to professional clients and to the execution of transactions in financial instruments by the Investment Manager on their behalf. The Order Execution Policy outlines the process that the Investment Manager follows, and where appropriate expects its investment manager delegates to comply with, in the execution of trades or transmission of orders to third parties. The Investment Manager undertakes to transact and to procure that its delegates transact in relation to Investments in accordance with its Order Execution Policy. Each of the AIFM and the Company hereby confirms that it has read and understood the Order Execution Policy and that it accepts such policy. In particular, subject to the Investment Policy and Investment Restrictions, each of the AIFM and the Company gives prior express consent to the Investment Manager to trade outside a regulated market or MTF, in the provision of the Services pursuant to this Agreement and in accordance with the Order Execution Policy.
- 2.6.2 The Investment Manager will notify the AIFM and the Company as soon as reasonably practicable of any change which is proposed to the Order Execution Policy and in any event prior to such change coming into effect.
- 2.6.3 The Investment Manager shall monitor the effectiveness of its order execution arrangements and Order Execution Policy and assess the execution venues in its Order Execution Policy on a regular basis and in accordance with Applicable Law.
- 2.6.4 Each of the AIFM and the Company instructs the Investment Manager not to make public Client Limit Orders in respect of securities admitted to trading on a regulated market.
- 2.6.5 The Investment Manager may aggregate orders on behalf of the Company with those of its other clients and clients of its Affiliates. The Investment Manager shall allocate such orders on a fair and reasonable basis in accordance with the requirements of

the FCA Rules. The Investment Manager has established procedures and arrangements to ensure that aggregated orders executed on behalf of its clients are promptly and accurately recorded and allocated having regard to the circumstances of each transaction. The Company acknowledges and agrees that such aggregation may result in the Company obtaining on some occasions a more favourable and on others a less favourable price than if each and every transaction had been effected on an individual basis.

2.7 Reporting and administration

2.7.1 The Investment Manager, and any delegate of the Investment Manager as may be agreed by the Board from time to time, shall meet with the Board at least four times a year (and more often when in the Board's reasonable view the circumstances so justify) to review the performance of the Investments and to discuss the Investment Policy and Investment Restrictions. In addition, the Investment Manager shall ensure that it, and any such delegate of the Investment Manager, shall:

- (a) promptly, upon becoming aware, provide the Board and the AIFM with full details of any significant events or risks affecting the Investments of which the Company ought reasonably to be informed;
- (b) report to the Board on its activities and advice, such reports to include:
 - (i) details of the Investments; and
 - (ii) details of acquisitions or disposals of Investments, and the prices at which these were made;
- (c) provide in a timely manner reflecting the format agreed between the parties:
 - (i) quarterly reports in a template format agreed between the Investment Manager and the AIFM with commentary on the financial performance of the Portfolio; and
 - (ii) all other advice, information and services reasonably necessary to enable the Board to assess the appropriateness of the Investment Policy and Investment Restrictions and their implementation on a continuing basis, including researching and interpreting commercial developments relevant to the Company's business and making recommendations, as may be agreed with the Board from time to time.

2.7.2 The Investment Manager and any delegate of the Investment Manager as may be agreed with the Board from time to time shall, if so required by the Board, attend meetings of the Board as soon as reasonably practicable after the submission of any report referred to in Clause 2.7.1, and at such other times as the Board may reasonably require for the purposes of discussing such report and the Investment Policy and Investment Restrictions.

2.7.3 The Investment Manager shall procure that any appointed advisor, delegate or third party appointed by the Investment Manager pursuant to this Agreement shall provide the Company with copies of such relevant information in its possession or under its control relating to the Investments as the Company may reasonably request.

2.8 Stocklending and Repos

2.8.1 Unless instructed to do so by a Proper Instruction, the Investment Manager shall not undertake any stock lending, stock borrowing, repurchase or reverse repurchase arrangements in relation to assets in the Portfolio.

2.9 Voting

- 2.9.1 Unless the Company or AIFM instructs the Investment Manager to the contrary by way of Proper Instruction, the Investment Manager is authorised (but not bound) to issue proxy voting instructions or to vote on a show of hands or on a poll at a meeting in relation to any Investments, and to execute and bind the Company or any other member of the Group in actions (including corporate actions), waivers, consents, covenants and indemnifications related to such voting.
- 2.9.2 Where the Investment Manager elects to exercise or procure the exercise of voting rights or other rights as referred to in Clause 2.9.1, it does so exclusively on the basis of the records and positions held by the Company and each of the AIFM and the Company acknowledge that the Investment Manager shall be entitled to rely on the information supplied by any other person acting for the Company or appointed by the Company and shall not be required to investigate or reconcile any discrepancies between the information held by it and the information held by the Company or such other person.
- 2.9.3 Each of the AIFM and the Company acknowledges and agrees that the Investment Manager:
- (a) may establish guidelines for the exercise of voting or other rights in relation to Investments and may employ the services of a proxy voting service to exercise proxies in accordance with the Investment Manager's guidelines;
 - (b) may be precluded by Applicable Law or regulation from exercising or procuring the exercise of any voting rights attaching to the Investments;
 - (c) may, in its discretion, elect not to exercise or procure the exercise of any voting or other rights attaching to the Investments (and, except as may be explicitly provided by Applicable Law, the Investment Manager shall not incur any liability to the Company by reason of any exercise of, or failure to exercise, any such discretion and shall not incur any liability for any failure arising from an act or omission of a person other than the Investment Manager); and
 - (d) may not be able to verify if any proxy voting agent has received and is acting upon its voting instructions and may not be able to audit the onward transmission of those instructions to any party.

2.10 Bank accounts, cash management and client money

- 2.10.1 The Company and the AIFM authorise the Investment Manager, using its discretion as set out in Clause 2.3.2, to manage cash held in the Portfolio, subject always to the Investment Policy and Investment Restrictions or Proper Instructions. The Investment Manager shall not require the approval of the Board or the AIFM in relation to cash management in accordance with the Investment Policy and Investment Restrictions.
- 2.10.2 Unless and to the extent that the Investment Manager shall have used its discretion as set out in Clause 2.3.2 in accordance with Clause 2.10.1 in the selection of any credit institution or other entity with which cash is deposited, the Company shall remain solely liable for the selection and use of any such credit institution or other entity. The Investment Manager has no liability for negligence or default of any deposit bank, or additional supervision responsibilities over any deposit bank. Cash deposited in any such accounts shall not be client money for the purposes of the rules set out in the Client Assets Sourcebook of the FCA Rules.
- 2.10.3 The Company shall authorise such persons as the Investment Manager may notify to the Company from time to time to give instructions to the relevant bank regarding

such accounts. The Investment Manager agrees that it shall not use cash from time to time standing to the credit of such accounts for any purpose other than carrying out its obligations under this Agreement and that it shall not add cash belonging to any person other than the Company to any such account.

2.11 Litigation

2.11.1 Save where expressly authorised by the Company in writing and subject to Clause 2.11.2, the Investment Manager shall have no authority or responsibility to take any action in the name of or on behalf of the Company or any other member of its Group with regard to any proceedings or potential proceedings (including without limitation insolvency proceedings, securities litigation and arbitration) relating to assets in the Portfolio.

2.11.2 The Investment Manager will, except to the extent that the Investment Manager is prevented or restricted from doing so by any Applicable Law, notify the Company and the AIFM of any proceedings or potential proceedings relating to assets in the Portfolio of which it becomes aware as soon as reasonably practicable after it becomes aware of the same.

2.11.3 Unless the Investment Manager has been so authorised in accordance with Clause 2.11.1 and subject to Clause 2.11.2, the Company shall be solely responsible for:

- (a) keeping itself informed of any the matters referred to in Clause 2.11.1 in which it may have a claim or for arranging for a third party to do so; and
- (b) investigating, initiating, joining, monitoring and settling any such matters.

2.12 Borrowing

2.12.1 The Investment Manager may commit the Company and other members of its Group to supplement the assets of the Portfolio by borrowing on the Company's and other members of its Group's behalf subject to the Investment Manager not causing the Company to exceed the limits placed on borrowing in the Investment Policy and /or the Investment Restrictions.

2.13 Derivatives

2.13.1 In connection with the provision of the Services, the Investment Manager may enter into derivatives on behalf of the Company for efficient portfolio management purposes subject to the Investment Manager not causing the Company to breach the Investment Policy and the Investment Restrictions.

2.14 Breaches of the Investment Policy and Investment Restrictions

2.14.1 Without prejudice to the Investment Manager's obligations under Clause 2.1.3, for the purposes of this Clause 2.14.1, the Investment Policy and Investment Restrictions shall be deemed not to be breached as a result of any events or circumstances outside the reasonable control of the Investment Manager (including, but not limited to, market movements, the reduction in and/or lack of availability of assets which were envisaged to be in the Portfolio, an inflow to or outflow from the Portfolio or breaches arising during an agreed transition period following an amendment of the Investment Policy or Investment Restrictions or a benchmark or caused by following a Proper Instruction of the Company). In the event that the Investment Policy and/or the Investment Restrictions are breached (or would have been breached but for the provisions of this Clause 2.14.1), the Investment Manager shall, as soon as is reasonably practicable, inform the Board and the AIFM and seek to restore compliance with the Investment Policy and Investment Restrictions as soon as reasonably practicable, having due regard to the interests of the Company. The Investment Manager shall have no liability in respect of the costs of restoring the

Portfolio to compliance with the Investment Policy and Investment Restrictions, or in respect of any financial or other loss howsoever described attributable to any breach of the Investment Policy and Investment Restrictions which are not deemed to be a breach by this Clause 2.14.

2.14.2 The compliance of an Investment with the Investment Policy and Investment Restrictions shall be measured at the time of investment and, at the times specified in the Investment Policy and Investment Restrictions.

2.15 For the avoidance of doubt, failure by the Investment Manager to meet the Company's investment objective as may be from time to time or targets detailed in any prospectus published by the Company or otherwise made public by the Company will not constitute a breach of this Agreement and (notwithstanding any other provision in this Agreement), the Investment Manager gives no warranty, assurance or undertaking as to the performance, returns, increase in or retention of value or profitability of the Portfolio (or any part of it) or that the Company's investment objective shall be successfully achieved, whether in whole or in part.

2.16 **Valuation**

2.16.1 The AIFM shall ensure that the Portfolio is valued in accordance with the EU AIFM Directive, the UK AIFM Legislation and the AIFM Applicable Laws.

2.16.2 The Investment Manager shall be responsible for the valuation of the Investments in accordance with the Company's applicable accounting practices and may engage, on behalf of the Company, independent third party valuation advisers in connection therewith.

2.16.3 The Investment Manager shall be entitled in the performance of its duties under Clause 2.16.2 to obtain or act upon the advice of such agents, brokers, valuers or other consultants or experts as it may in its sole discretion select, and the Investment Manager may act or rely upon the opinion or advice of any such persons (whether reporting to the Investment Manager or not), and the Investment Manager accepts no responsibility for, and shall not be liable (whether in contract tort or otherwise, except to the extent such liability cannot be excluded or limited by law) whatsoever in respect of losses to the Company incurred as a consequence of acting or relying upon the opinion or advice of any such persons (whether reporting to the Investment Manager or not), provided at all times the Investment Manager complies with the valuation requirements in Company's valuation policy and Applicable Law.

2.16.4 The Company has made available to the Investment Manager the Company's valuation policy. The Company shall give notice to the Investment Manager of any amendment to its valuation policy which is proposed, such notice to be given at least three months prior to any such amendment coming into effect.

2.17 **Professional Advisers**

The Investment Manager shall, subject to the prior written approval of the Board and the AIFM, be entitled to appoint professional advisers (including lawyers and accountants) to provide advice to the Investment Manager where the Investment Manager reasonably considers it necessary or desirable to do so in order to be able to perform its duties under this Agreement and all reasonably and properly incurred fees of such professional advisers shall be borne by the Company, provided that the Company's prior written consent shall be obtained in respect of any such fee in excess of £5,000.

2.18 Company and AIFM undertakings

2.18.1 The Company and the AIFM each undertake severally to the Investment Manager that it shall:

- (a) provide the Investment Manager with copies of all documents that, in the reasonable opinion of each of the Company and the AIFM, the Investment Manager requires to perform its duties and obligations under this Agreement; and
- (b) provide to the Investment Manager such other information and documents as the Investment Manager may reasonably request as being necessary or desirable to enable it to fulfil its duties and obligations under this Agreement and to comply with all laws and regulations applicable to it in its capacity as the portfolio manager of the Company.

2.18.2 To assist the Company in complying with its undertakings as set out in Clause 2.18.1 the Investment Manager shall provide guidance to the Company as to the types of decisions and documents falling within the scope of such undertakings.

2.19 Additional functions of the Investment Manager

Except as expressly provided for in this Agreement, the Investment Manager shall not carry out any additional functions or duties or have any rights, powers or discretions in relation to the Company unless otherwise agreed between the Investment Manager, the AIFM and the Board (in its absolute discretion).

3 UNDERTAKINGS BY THE INVESTMENT MANAGER

3.1 The Investment Manager's Undertakings

The Investment Manager undertakes to the AIFM and the Company that:

- (a) it holds and maintain all licences, consents and regulatory approvals required by all Applicable Law for the purposes of carrying out all of its obligations under this Agreement and it shall notify the Company promptly if at any time it ceases to have any such licence, consent and/or regulatory approval. In relation to the provision of the Services, the Investment Manager shall comply with all Applicable Law in every relevant jurisdiction as may be applicable to the Investment Manager including, without limitation, the UK AIFM Legislation, the EU AIFM Directive, the AIFM Applicable Laws, FSMA, the FCA Rules and UK MAR;
- (b) it shall provide the Services either itself (or where the Company and the AIFM allow in accordance with Clause 2.5) through its delegates;
- (c) it shall devote and hereby agrees to devote as much of its time, attention and resources to the performance of its responsibilities, duties and powers under this Agreement as is necessary for the purpose of fulfilling its obligations to the Company and the AIFM in a proper, professional and timely manner and in accordance with the provisions of this Agreement;
- (d) in performing its responsibilities, duties and powers under this Agreement it shall act in the best interests of the Company and shall exercise that degree of diligence, skill and care as could reasonably be expected of a person experienced and skilled as a portfolio manager of equivalent standing managing an investment company of comparable size and complexity to the Company;

- (e) it shall comply at all times with its obligations under all Applicable Law for the time being in force in respect of the performance of its obligations under this Agreement;
- (f) it shall ensure that its obligations under this Agreement are carried out by a team of appropriately qualified, trained and experienced professionals who have collectively managed a portfolio of comparable size, nature and complexity to the Company (taking into account the personnel of any delegates);
- (g) in the performance of all its powers and duties hereunder at all times and in all respects serve the interests of the Company in good faith; and
- (h) it shall perform its duties and obligations under this Agreement in accordance with the provisions of this Agreement and shall comply with the Proper Instructions given to it by the AIFM and/or the Company and subject, where required under this Agreement, to the approval of the Board.

3.2 The Investment Manager's warranties

The Investment Manager hereby represents and warrants to the Company that:

- (a) it has full power and authority and has taken all necessary action to enable it to enter into and perform its obligations under this Agreement;
- (b) it holds all licences, consents and regulatory approvals required by all Applicable Law for the purposes of carrying out of all its obligations under this Agreement;
- (c) this Agreement, when executed by the parties, will create obligations on the Investment Manager which, save to the extent that such obligations are rendered unenforceable other than by reason of any act or omission of the Investment Manager, are valid and binding on the Investment Manager, and enforceable in accordance with its terms;
- (d) it does not require the consent, approval or authority of any other person to enter into or perform its obligations under this Agreement and its entry into and performance of this Agreement will not constitute any breach of or default under any contractual or legal obligation binding upon it; and
- (e) it will at all times have its registered office and principal place of business in England or Wales and will provide the services in all material respects under this Agreement from England or Wales.

3.3 Regulatory status and notification of investigations

- 3.3.1 The Investment Manager is authorised and regulated by the FCA in the conduct of its regulated activities and shall be responsible for obtaining and maintaining, and undertakes to obtain and maintain, from the FCA all approvals necessary for the Investment Manager to be appointed and continue to provide the Services and comply with its obligations under this Agreement. The Investment Manager shall notify the AIFM and the Company immediately if it ceases to be so authorised or regulated.
- 3.3.2 None of the parties shall, in performing each of their respective obligations under the Agreement, knowingly take or omit to take any action where such act or omission would cause the other party to be in breach of the Investment Policy, the Investment Restrictions, the Articles, Applicable Law or any agreement in respect of which the Company or any other member of its Group is a party (including any agreement under which the Company or any other member of its Group incurs indebtedness).

3.3.3 The Investment Manager shall notify the AIFM and the Company promptly in the event that it becomes (or there are circumstances which could reasonably expected to result in the Investment Manager being) subject to an investigation or any disciplinary hearing by any regulatory body.

3.3.4 Except to the extent that the Investment Manager is prevented or restricted from doing so by Applicable Law, the Investment Manager shall provide to the Company and the AIFM such details in relation to an investigation, enquiry or circumstances referred to in Clause 3.3.3 as the Company and AIFM may reasonably require, insofar as they relate to the Company, the AIFM or the Investment Manager's appointment as investment manager of the Company.

3.4 **AIFM Risk Oversight**

3.4.1 Subject to Clause 3.4.3, the Investment Manager shall, subject to reasonable prior written notice and during normal business hours, allow the AIFM to have access to all relevant information relating to the activities of the Investment Manager or if any, of a delegate of the Investment Manager, performed pursuant to this Agreement.

3.4.2 In order to perform its risk oversight duties and to comply with its regulatory obligations, the AIFM shall ensure, amongst other things, that Investments are in line with articles of association of the Company, its Investment Policy, Investment Restrictions and risk profile and shall have the right to request the Investment Manager not to acquire, consolidate or dispose of any Investment.

3.4.3 The AIFM shall have no oversight function in respect of the Services set out in Part B of Schedule 1.

3.4.4 The AIFM shall endeavour to notify the Investment Manager within 5 Business Days following the receipt of the relevant investment proposal/memorandum of its intention to exercise the right under this Clause 3.4.4. In the event that an investment decision must be executed by the Investment Manager within a shorter time period, the Investment Manager will provide the AIFM with sufficient and timely information to enable the AIFM to reasonably determine whether the Investment Manager should not proceed with the proposed investment.

4 **CHARGES AND EXPENSES**

4.1 **Management Fee**

4.1.1 During the term of this Agreement the Company shall pay the Investment Manager as consideration for its services hereunder the remuneration set out in Schedule 2 (*Fees*) together with VAT, where applicable.

4.1.2 The fees shall accrue from the Effective Date.

4.1.3 The Investment Manager shall invoice the Company the relevant amounts and the Company shall pay the fees to an account nominated by the Investment Manager from time to time.

4.1.4 If the Investment Manager shall not have received settlement in full of such invoice within 10 Business Days of the date when such invoice was posted, by cheque or by transfer to the Investment Manager's nominated bank account, interest at the rate of 2 per cent. above the base rate charged by Royal Bank of Scotland plc from time to time shall be payable on the amount unpaid from the due date for payment until actually paid.

4.2 Expenses

4.2.1 Subject to Clauses 4.2.3 to 4.2.4, the Company shall pay or reimburse, or procure the payment or reimbursement of, the Investment Manager in respect of all of its out of pocket expenses properly incurred in respect of the performance of its obligations under this Agreement including:

- (a) any costs payable and properly incurred under this Agreement in performing the Services, stamp and other duties, taxes, costs, commissions, charges and fees, including third party due diligence costs, advisory, legal, consultancy or expert fees, appraisal fees, broking fees, intermediary fees or the like payable in connection with the acquisition, exchange, management and disposal of Investments;
- (b) any costs, charges and expenses incurred in connection with the registration of or the holding of any Investment or with the safe custody or deposit of documents of title thereto;
- (c) any taxes payable in respect of income or interest arising from Investments or the holding of or dealing with Investments, and any fiscal liabilities;
- (d) the costs and expenses of the Company's professional advisers in respect of acquisition, management or disposal of Investments;
- (e) the Company's bank fees and charges, and any other ancillary fees and charges;
- (f) the costs and expenses relating to marketing and advertising (including the cost of printing any marketing materials and any application, filing or registration costs), subject to the prior written consent of the Board;
- (g) the costs and expenses relating to keeping shareholders informed about the performance of the Investments and other relevant information relating to the Company, subject to the prior written consent of the Board;
- (h) expenses paid by the Investment Manager on behalf of the Company such as insurance (but not, for the avoidance of doubt, the costs of the Investment Manager's own personal or professional indemnity or other insurance cover) and other costs that may be borne by the Investment Manager for the Company; and
- (i) reasonable travel costs of personnel of the Investment Manager incurred when carrying out the obligations of the Investment Manager under this Agreement.

4.2.2 Any unbudgeted expenses in relation to the Company that is greater than 10% above the Approved Budget must be pre-approved by the Board before payment by or on behalf of the Investment Manager.

4.2.3 The Investment Manager will maintain, complete and keep up to date records of all expenses for which it intends to seek or has sought reimbursement under this Clause 4.2.

4.2.4 Each party shall be responsible for its own costs and expenses incurred in preparing this Agreement. Each party shall also bear all of its own expenses incurred for its own account or on its behalf in connection with the establishment of the Company (including, but not limited to its legal costs). Neither the Investment Manager nor the AIFM shall be required to pay or share in the payment of any expenses incurred by or on behalf of the other, nor shall either the Investment Manager or the AIFM have authority to incur any expenses on behalf of the other. Save as expressly provided

otherwise in this Agreement, the Investment Manager will render the services to be rendered by it at its own expense. In particular, but without limiting the generality of the foregoing, the Investment Manager shall provide at its own expense:

- (a) such staff as may be necessary for the due performance of its duties hereunder;
- (b) such office and other accommodation as may be necessary for the due performance of its duties hereunder; and
- (c) all postage, telephone, office administration and entertainment expenses incurred by the Investment Manager in the performance of its duties hereunder.

4.2.5 All fees, expenses and other amounts payable to the Investment Manager (including without limitation, reimbursement of expenses incurred on behalf of the Company) are expressed exclusive of VAT, and the Investment Manager shall be entitled to charge VAT in addition thereto (where applicable) at the rate prevailing from time to time. In addition, the Investment Manager is authorised to instruct payment of any unpaid fees, expenses and other amounts payable to it in accordance with this Agreement from the cash funds of the Company.

5 LIABILITY OF THE INVESTMENT MANAGER AND INDEMNITY

5.1 Limitation of liability

5.1.1 Subject to Clause 5.1.2, the Investment Manager shall not be under any liability on account of anything done or suffered by the Investment Manager in good faith in accordance with any Proper Instruction of the AIFM or the Company or any of their respective duly authorised agent(s) or delegate(s). Whenever pursuant to any provision of this Agreement any Proper Instruction is to be given by the AIFM or the Company or any of their respective duly authorised agent(s) or delegate(s), the Investment Manager may accept as sufficient evidence thereof a Proper Instruction given by an Authorised Signatory of the AIFM or an Authorised Signatory of the Company, as applicable, and subject to Clause 5.1.2, the Investment Manager shall not be responsible to the AIFM or the Company for any action taken by the Investment Manager upon the faith of any forged or fraudulent communication in any case where, had the communication not been forged or fraudulent, the action taken by the Investment Manager would have been a normal and reasonable action to be taken.

5.1.2 The Investment Manager shall not be liable for any loss, liability, actions, proceedings, claims, costs, demands or expenses ("**Losses**") suffered or incurred by the AIFM or the Company in connection with the Investment Manager's performance or non-performance of this Agreement except to the extent that such Losses arise as a direct result of the Investment Manager's fraud, gross negligence, wilful misconduct, bad faith, material breach of this Agreement or breach of Applicable Law (other than in circumstances where the material breach results from anything done or suffered by the Investment Manager in good faith in accordance with any Proper Instruction of the AIFM or the Company).

5.1.3 The Investment Manager will not be liable for any special, indirect, incidental, punitive or consequential damages (direct or indirect), loss of profits, opportunity or goodwill, reputational damage or any pure economic loss whether foreseeable, known, foreseen or otherwise by the Investment Manager.

5.1.4 Subject to Clause 5.1.2, the Investment Manager shall not be liable to the AIFM or the Company for:

- (a) the success or failure of the Investment Policy and the Investment Restrictions pursued or any loss or failure to take profit or advantage incurred in relation to the retention, purchase or sale of any Investments;
- (b) the taxation consequences of the retention, purchase or sale of any Investment; or
- (c) any error of fact, law or judgement or any action lawfully taken or omitted to be taken by the Investment Manager in good faith.

5.2 Indemnities

- 5.2.1 To the fullest extent permitted by law, the Investment Manager and its directors, officers or employees (each an "**Indemnified Person**") shall be indemnified by the Company against any and all Losses reasonably and properly incurred by it by reason of an Indemnified Person carrying out any of its duties under this Agreement provided however that the Indemnified Person shall not be so indemnified with respect to, subject to Clause 5.2.3, their own taxation, expenses or costs incurred by the Investment Manager for which it is responsible pursuant to the provisions of Clause 4 or any matter to the extent resulting from any Indemnified Person's fraud, gross negligence, wilful misconduct, bad faith, material breach of this Agreement or breach of any Applicable Law, including breach of any duties and liabilities which any Indemnified Person may have under the FCA Rules or any liabilities which any Indemnified Party may have under FSMA, (other than in circumstances where the material breach of this Agreement or breach of Applicable Law results from anything done or suffered by an Indemnified Person in good faith in accordance with any Proper Instruction of the AIFM or the Company).
- 5.2.2 The Investment Manager shall, as soon as reasonably practicable after becoming aware of any claim made or threatened which is within the scope of the indemnity in Clause 5.2.1, notify the Company in writing thereof and thereafter shall consult with the Company regarding the Investment Manager's conduct of any claim and shall keep the Company fully informed of all matters relating thereto according to such arrangements and in such detail as the Company shall reasonably require in the circumstances.
- 5.2.3 The Investment Manager shall not be required to take any legal action in connection with the performance of its duties under this Agreement or on behalf of the AIFM or the Company unless fully indemnified to its reasonable satisfaction for any losses, costs or liabilities which may be incurred or suffered by any Indemnified Person. The Company shall be entitled to require the Investment Manager, in taking any action of whatsoever nature hereunder, to act in accordance with any reasonable direction of the Company (including directions as to compromise or settlement) in connection with any claim against the Investment Manager for which the Company may ultimately be liable (save for any claim by the Company against the Investment Manager), but if, in the reasonable opinion of the Investment Manager, acting in accordance with such direction might make the Investment Manager liable for the payment of money or liable in any other way, the Investment Manager shall be indemnified and be kept indemnified in any reasonable amount and form satisfactory to the Investment Manager as a prerequisite to taking such action.
- 5.2.4 If any payment due to an Indemnified Person under Clause 5.2.1 is liable to taxation in the hands of the recipient (the "**Receiving Party**"), or would have been liable to taxation but for the utilisation of any tax relief in respect of such liability, the payor shall be liable under this Clause 5.2.3 to pay to the Receiving Party such further sums as shall ensure that the aggregate of the sums paid or payable under this Clause 5.2.3 and Clause 5.2.1 shall, after deducting therefrom all taxation liabilities in respect of such sums, leave the Receiving Party with the same amount as it would have been entitled to receive under Clause 5.2.1 in the absence of any such taxation liabilities.

- 5.2.5 The rights of each Indemnified Person under this Clause 5.2 are independent of, and in addition to, such other rights and remedies as the Indemnified Person may have at law or in equity or otherwise, including the right to seek specific performance, rescission or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.
- 5.2.6 Nothing in this Agreement shall be taken to exclude or restrict any liability of the Investment Manager arising under FSMA or any regulations made under it or the FCA Rules or otherwise where such liability may not be excluded or restricted pursuant to the Applicable Law.
- 5.2.7 The Investment Manager shall maintain professional indemnity insurance at a commercially reasonable level for a portfolio manager of an investment trust similar to the Company in order to cover potential liability risks arising from professional negligence, details of which the Investment Manager will disclose to the AIFM and the Company on request. The Investment Manager will notify the AIFM and the Company if the professional indemnity insurance referred to at this Clause 5.2.7 is reduced below this amount.

6 TERM AND TERMINATION

6.1 Term

The appointment of the Investment Manager shall commence on the Effective Date and, save as provided in this Clause 6, shall continue until this Agreement is terminated by any of:

- (a) the AIFM (except in relation to Clause 6.2.1(i), with the prior written consent of the Company not to be unreasonably withheld, conditioned or delayed);
- (b) the Company (with prior written consent of the AIFM not to be unreasonably withheld, conditioned or delayed); or
- (c) the Investment Manager,

giving to the other parties not less than 12 months' notice in writing to determine the same, such notice not to be given prior to 10 December 2025. in accordance with this Clause 6 (*Term and termination*).

6.2 Termination by the Company or the AIFM

6.2.1 Notwithstanding the provisions of Clause 6.1, either the Company (with the prior consent of the AIFM not to be unreasonably withheld or delayed) or the AIFM (except in relation to Clause 6.2.1(h), with the prior written consent of the Company not to be unreasonably withheld or delayed) shall be entitled to terminate the appointment of the Investment Manager at any time, without penalty, by notice in writing to the Investment Manager if:

- (a) the Investment Manager commits any material or persistent breach of any of the terms of this Agreement and that breach (if capable of remedy) is not remedied within 20 Business Days of notice from the AIFM or the Company requiring it to be remedied; or
- (b) the Investment Manager breaches any provision of this Agreement and such breach results in either the listing of the Ordinary Shares on the premium segment of the Official List of the FCA and to trading on the premium segment of the London Stock Exchange's main market being suspended or terminated or results in the Company losing its status as, or becoming ineligible for approval as, an investment trust pursuant to section 1158 of the Corporation Tax Act 2010; or

- (c) the Investment Manager ceases to maintain any permission from the FCA required for the performance of its obligations under this Agreement or the Investment Manager ceases to hold any other authorisation required to perform the functions and obligations contained in this Agreement; or
- (d) the scope of the Investment Manager's permission from the FCA in the conduct of its regulated activities is restricted or suspended to the extent that, in the reasonable opinion of the AIFM or the Company, as applicable, it materially impairs the Investment Manager's ability to perform its obligations under this Agreement; or
- (e) the Investment Manager fails to notify the Company and the AIFM of any circumstance in accordance with Clause 3.3.3; or
- (f) the Investment Manager agrees a composition with its creditors; or
- (g) the Investment Manager goes into liquidation (other than a voluntary liquidation for the purposes of reconstruction or amalgamation previously approved in writing by the AIFM and the Company, such approval not to be unreasonably withheld or delayed) or if a receiver or administrative receiver is appointed over any of the assets or undertaking of the Investment Manager or an administrator is appointed of the Investment Manager; or
- (h) the AIFM or the Company is required by any relevant regulatory authority to terminate the Investment Manager's appointment in order to comply with any Applicable Law; or
- (i) if the AIFM determines, acting reasonably and after consultation with the Company, that the Investment Manager is reasonably likely to cause the AIFM to breach any applicable provision of the AIFM Applicable Laws, the EU AIFM Directive, the UK AIFM Legislation or any term of the AIFM Agreement; or
- (j) if the Key Person Event occurs.

6.2.2 For the purposes of Clause 6.2.1(j), the "**Key Person Event**" shall occur where, prior to the termination of this Agreement, all Key Persons die or otherwise become incapacitated or retire, or leave the Investment Manager, or otherwise cease to be actively involved in the day-to-day provision of services contemplated by this Agreement to the Company.

6.2.3 If prior to the termination of this Agreement a Key Person should die or otherwise becomes incapacitated or shall retire, or leave the Investment Manager, or otherwise cease to be actively involved in the day-to-day provision of the services contemplated by this Agreement to the Company ("**Key Person Exit**") then the Investment Manager shall give written notice of the occurrence of such Key Person Exit to the AIFM and the Company and the following provisions shall apply:

- (a) subject to the Investment Manager nominating an individual with the relevant expertise and capacity as a temporary replacement within 30 days of the Key Person Exit, the Investment Manager shall have 120 days from the date of the Key Person Exit to nominate an individual with significant relevant experience as a replacement for the Key Person who is the subject of the Key Person Exit for approval by the Company (the "**Nomination**");
- (b) subject to 6.2.4, the Company (acting reasonably) shall approve or decline the Nomination within 20 Business Days of the Nomination being notified to the Company and if there is no response from the Company within this timeframe, the Company shall be deemed to have approved the Nomination; and

- (c) any individual approved by the Company as a replacement for a Key Person pursuant to this Clause 6.2.3 shall be defined as a Key Person under this Agreement.

6.2.4 For the avoidance of doubt, the Investment Manager can nominate an individual replacement for each Key Person Exit and there is no limitation on the number of times that the Investment Manager can nominate an individual as a replacement Key Person pursuant to Clause 6.2.3.

6.3 **Termination by the Investment Manager**

6.3.1 Notwithstanding the provisions of Clause 6.1, the Investment Manager shall be entitled to terminate the Agreement at any time, without penalty, by notice in writing to the Company and the AIFM if:

- (a) the Company or the AIFM commits any material or persistent breach of the terms of this Agreement and that breach (if capable of remedy) is not remedied within 20 Business Days of notice from the Investment Manager requiring it to be remedied; or
- (b) the Investment Manager ceases to maintain any permission from the FCA required for the performance of its obligations under this Agreement or the Investment Manager ceases to hold any other authorisation required to perform the functions and obligations contained in this Agreement; or
- (c) the Company agrees a composition with its creditors; or
- (d) the Company or the AIFM goes into liquidation (other than a voluntary liquidation for the purposes of reconstruction or amalgamation previously approved in writing by the Investment Manager such approval not to be unreasonably withheld or delayed) or if a receiver or administrative receiver is appointed of the whole or any substantial part of the assets or undertaking of the Company or the AIFM or an administrator is appointed of the Company or the AIFM

provided that in any case in which an event or circumstance referred to in this Clause 6.3.1 relates to the AIFM and not to the Company and the Company notifies the Investment Manager that it has terminated or intends to terminate the AIFM Agreement and has identified a replacement alternative investment fund manager, the Company may serve notice on the AIFM and the Investment Manager requiring that, as between the Company and the Investment Manager, this Agreement shall not terminate but the AIFM shall cease to be a party to this Agreement and, without prejudice to any liabilities accrued prior to termination of the AIFM Agreement, shall cease to have any functions, duties, obligations or liabilities pursuant to this Agreement, and the Company will procure that the replacement alternative investment fund manager is admitted to this Agreement to appoint the Investment Manager to continue providing the services under this Agreement.

6.3.2 This Agreement shall terminate automatically on termination of the AIFM Agreement unless the Company (in its absolute discretion), prior to termination of the AIFM Agreement becoming effective, serves notice on the AIFM and the Investment Manager requiring, upon termination of the AIFM Agreement, the novation of this Agreement by the AIFM to a third party selected by the Company to act as the replacement alternative investment fund manager, in which case each of the Company, the AIFM and the Investment Manager will enter into a deed of novation in a form acceptable to each party (acting reasonably), provided that any such deed of novation shall contain provisions releasing and discharging the AIFM from all claims, demands, liabilities, duties and obligations whatsoever under or in connection with this Agreement arising subsequent to the date on which the AIFM Agreement is terminated.

- 6.3.3 The failure by any party to exercise its right to terminate this Agreement pursuant to Clauses 6.2.1 or 6.3.1 by reason of the occurrence of any event shall not prejudice or affect its right to terminate this Agreement by reason of the occurrence of any other event under Clauses 6.2.1 or 6.3.1.

7 EFFECT OF TERMINATION

7.1 Handover of materials

Upon termination of the Investment Manager's appointment under this Agreement for any reason, the Investment Manager shall return forthwith to the Company all papers, documents and other assets (including any assets in the Portfolio to the extent held by the Investment Manager) or materials (including all Confidential Information) belonging to or relating to the Company or relating to the Company's assets which it has in its possession or custody, provided that the Investment Manager shall be entitled to retain copies of any information reasonably required to enable the Investment Manager to comply with any regulatory or insurance requirements or the requirements of the FCA. The Investment Manager will procure the return of any materials in the possession or custody of any of its Authorised Recipients upon termination of this Agreement.

7.2 Change of name

The Investment Manager may by written notice require the Board to convene a Board meeting or general meeting of Shareholders (as appropriate) for the purpose of changing the Company's name to a name which does not include "Downing" or any other reference to the Investment Manager or any close substitute thereof and the Board shall convene such meeting within three months after receipt of such notice and shall effect such a change of name. As soon as practicable following a change of name made pursuant to this Clause 7.2, the Board shall use its reasonable endeavours to amend the Company's website address and its London Stock Exchange "ticker" to exclude any references to "Downing" or any other reference to the Investment Manager or any close substitute thereof.

7.3 Assistance on termination

For a period of one month following termination of this Agreement, the Investment Manager will, without charge (but subject to reimbursement of any reasonable and properly incurred third party out of pocket expenses), provide all such assistance to the Company (and, if relevant, to any replacement manager of the Company and the AIFM) as the Company (or, if relevant, any such replacement manager or the AIFM as appropriate) may reasonably request, by co-operating in the arrangements for the handover of its responsibility and providing access to all documentation or otherwise as the Company may reasonably require in order to ensure a smooth and quick transition between the Investment Manager and any investment manager (including, if applicable, the Company itself as an internally managed AIF) and to facilitate the effective continued operation and administration of the Company.

7.4 Accrued rights

Any termination of this Agreement shall be without prejudice to any rights, obligations, or remedies of either party in respect of any matters arising under this Agreement prior to such termination.

7.5 Provisions survive termination or resignation

Notwithstanding the termination of this Agreement, this Clause 7 (*Effect of termination*) and all the provisions of this Agreement which are expressed to have effect on, or at any time after, the termination of this Agreement shall survive such

termination, and the parties shall perform and observe their respective obligations and discharge their respective liabilities under all such provisions of this Agreement.

8 CONFLICTS OF INTEREST, DISCLOSURE AND OTHER CLIENTS

8.1 Conflicts of interest and conflicts with third parties

8.1.1 The Investment Manager will at all times put in place and maintain suitable policies and procedures to address conflicts of interest as and when they arise, to ensure it complies with the provisions of this Agreement and with the requirements of the FCA Rules relating to conflicts of interest.

8.1.2 The Investment Manager will:

- (a) take all reasonable steps to identify conflicts of interest that arise in the course of performing management functions in relation to the Company;
- (b) maintain and operate effective organisational and administrative arrangements (including systems and controls) with a view to taking all reasonable steps designed to identify, prevent, manage and monitor conflicts of interest to prevent them from adversely affecting the interests of the Company and its investors; and
- (c) in the event of any conflict of interest where existing organisational and administrative arrangements (including systems and controls) are not sufficient to ensure, with reasonable confidence, that risks of damage to investors' interests will be prevented, the Investment Manager shall clearly disclose the general nature or sources of conflicts of interest to the investors and the AIFM before undertaking business on their behalf, and develop appropriate policies and procedures.

8.1.3 Neither the Investment Manager (nor any of its delegates) shall enter into transaction where another Downing Managed Fund is the counterparty without the prior approval by the Board.

8.1.4 The Investment Manager will at all times ensure that transactions effected by it or an Affiliate in which it or an Affiliate has, directly or indirectly, a material interest or relationship of any description with another party, are effected on terms which are not materially less favourable to the Company than if the potential conflict had not existed.

8.1.5 The Conflicts of Interest Policy sets out the types of actual or potential conflicts of interest which affect the Investment Manager's group's business and provides details of how these are identified, prevented or managed. It specifies the procedures that it follows and the measures that it has adopted in order to take all appropriate steps to identify and prevent or manage such conflicts in a way that ensures fair treatment for the Company. Where the Investment Manager believes the arrangements are not sufficient to ensure with reasonable confidence that the risk of damage to the Company will be prevented, the Investment Manager will inform the Company and the AIFM of the nature or source of the conflict and the steps to mitigate those risks. This disclosure shall:

- (a) clearly state that the organisational and administrative arrangements established by the Investment Manager to prevent or manage that conflict are not sufficient to ensure, with reasonable confidence, that the risks of damage to the interests of the Company will be prevented;
- (b) include a specific description of the conflicts of interest that arise;
- (c) explain the risks that arise as a result of the conflicts of interest; and

- (d) include sufficient detail, taking into account the nature of the Company, to enable an informed decision with respect to the service in the context of which the conflict of interest arises. A summary of the Conflicts of Interest Policy has been separately notified to the Company and the AIFM. Further details of the Conflicts of Interest Policy are available upon request.

8.1.6 It is acknowledged and agreed that other Downing Managed Funds will invest in assets which may be in competition with those invested in by the Company for customers, power capacity or financing opportunities, which may, on occasion give rise to conflicts of interest which the Investment Manager will manage in accordance with its policies and procedures relating to conflicts of interest including the Conflicts of Interest Policy and, in the case of the Investment Manager, the Allocation Policy.

8.1.7 The relationship between the AIFM, the Investment Manager and the Company is as described in this Agreement and neither that relationship, nor the Services to be provided by the Investment Manager, nor any other matter, will:

- (a) give rise to any fiduciary or equitable duties on the part of the Investment Manager or any Affiliate which would prevent or hinder the Investment Manager or any Affiliate in acting in a dual capacity (either as principal or agent) in respect of investments sold or purchased by the Company or the Investment Manager or any Affiliate otherwise acting as provided herein; or
- (b) oblige the Investment Manager or any Affiliates to accept responsibilities more extensive than those set out in this Agreement.

8.2 Other Clients

8.2.1 The directors (or partners, if applicable), officers and employees of the Company and of the Investment Manager and their respective Affiliates shall not be precluded or restricted by virtue of this Agreement from acting in the capacity of director (or partner if applicable), officer, employee or agent of each other and may engage simultaneously with their activities in relation to the Company and/or the Investment Manager (as the case may be) as directors (or partner, if applicable), officers, employees or agents of other businesses and may render services for or to other individuals, companies or trusts.

8.2.2 The Investment Manager and/or its Affiliates shall not be precluded or restricted by virtue of this Agreement from acting as manager, portfolio manager or adviser to other individuals, companies, trusts, collective investment schemes, partnerships or any other manner of business save that the Investment Manager shall not and shall procure that its Affiliates shall not without the prior written authorisation of the Board, act as manager of, portfolio manager of or adviser to or provide any other services to or which relate to a fund or any other entity whose securities are listed or quoted on a stock exchange or any other public market and which is not a venture capital trust and which has the ability to invest into, hold, develop, construct and/or operate assets or investments which are consistent with the Investment Policy and the Investment Restrictions.

8.3 Interests in the Company

8.3.1 Nothing herein contained shall prevent the Investment Manager or any of its Affiliates from becoming the owner of any shares in the Company and holding, disposing of or otherwise dealing with such shares with the same rights which it would have had if the Investment Manager were not a party to this Agreement.

8.4 Deemed notice

8.4.1 The Investment Manager shall be deemed not to be affected with notice of, and shall be under no duty to disclose to the Company or any Shareholder, any fact or thing

which may come to the notice of it or any servant or agent of it in the course of it rendering services to others or in the course of its business in any other capacity or in any manner whatsoever otherwise than in the course of carrying out its obligations and duties under this Agreement.

9 CONFIDENTIALITY

9.1 Confidential information

The Investment Manager agrees that it will at all times (both during the term of this Agreement and after its termination) treat as strictly confidential and keep confidential, and will not use (other than strictly for the purposes of this Agreement) and will not, without the prior written consent of the Company and the AIFM (and save to the extent required in order to comply with FSMA, the FCA Rules or other applicable legislation or regulation or an order of a court of competent jurisdiction) disclose to any third party any Confidential Information unless:

- (a) the information was public knowledge or already known to the Investment Manager at the time of receipt by the Investment Manager;
- (b) the information subsequently becomes public knowledge other than by breach of this Agreement;
- (c) the information subsequently comes lawfully (and without any obligation of confidentiality) into the possession of the Investment Manager from a third party; or
- (d) the disclosure is made to its professional advisers, financiers, managers, auditors and bankers on terms requiring such person to observe similar restrictions upon disclosure of and use of such information as are set out in this Clause 9 (*Confidentiality*).

9.2 Disclosure to Authorised Recipients

The Investment Manager shall (and shall procure that its Affiliates shall) procure that any of their respective Authorised Recipients coming into receipt of Confidential Information shall be informed upon receipt that such information is Confidential Information and shall comply with the provisions of this Clause 9 (*Confidentiality*) in respect of such Confidential Information as if they were parties to this Agreement.

9.3 Continuing obligation

For the avoidance of doubt, this Clause 9 (*Confidentiality*) shall continue to apply after the expiration or termination of this Agreement without limit.

The parties agree that damages may not be an adequate remedy for any breach of this Clause 9 and, accordingly, each shall be entitled (but not limited) to seek injunctive or other equitable relief restraining the other from breaching this Clause 9.

10 DATA PROTECTION

10.1 The parties agree that (save in the circumstances contemplated under Clauses 10.8 to 10.11 below), the Company shall generally act as a Controller and the AIFM and

the Investment Manager shall act as a Processor with respect to the Processing of Personal Data for the purposes of the provision of services under this Agreement.

- 10.2 Each of the Investment Manager and the AIFM shall:
 - 10.2.1 comply with all applicable Data Protection Laws when Processing Personal Data; and
 - 10.2.2 only Process Personal Data in accordance with the Company's documented instructions as set out in this Agreement or in any other document or correspondence, unless Processing is required by an Applicable Law to which the Investment Manager or the AIFM, as applicable, is subject, in which case the Investment Manager or the AIFM, as applicable, shall, unless prohibited by Applicable Law, promptly inform the Company of that legal requirement before Processing.
- 10.3 Subject at all times to the provisions of this Clause 10, the Company warrants and represents that it is and will at all times (i) remain duly and effectively authorised to give the instruction set out in Clause 10.2.2 and (ii) have in place all fair processing notices and (where applicable) consent mechanisms for Data Subjects which are sufficient to ensure that all Processing of Personal Data envisaged by this Agreement will be lawful.
- 10.4 Subject at all times to the provisions of Clauses 10.6 to 10.8, the Company authorises each of the Investment Manager and the AIFM to transfer Personal Data to its Affiliates located within or outside of the European Economic Area and the UK. The Company authorises the Investment Manager and the AIFM to transfer Personal Data outside the European Economic Area or the UK to countries which do not provide an adequate level of protection for personal data according to the European Commission or the Information Commissioner's Office, provided such transfers are carried out in compliance with appropriate legal instruments as set out in Data Protection Laws (such as standard contractual clauses, binding corporate rules or other appropriate data transfer mechanisms) and the Company's further instructions where applicable. Such instructions may include requiring the Investment Manager and/or the AIFM to enter into, standard contractual clauses approved by the European Commission or the Information Commissioner's Office with the Company.
- 10.5 Each of the Investment Manager and the AIFM shall implement and maintain, appropriate technical and organisational measures in relation to the Processing of Personal Data by the Investment Manager or the AIFM, as applicable, to ensure a level of security appropriate to that risk.
- 10.6 Each of the Investment Manager and the AIFM shall take reasonable steps to ensure the reliability of any employee, agent or contractor of the Investment Manager or the AIFM, as applicable, who may have access to the Personal Data, and shall ensure that all such individuals are subject to written and enforceable confidentiality undertakings or other contractual, professional or statutory obligations of confidentiality.
- 10.7 Each of the Investment Manager and the AIFM shall remain fully liable for the acts or omissions of any delegate or sub-contractor appointed by it in respect of the requirements of the Data Protection Laws as if such acts or omissions were its own.
- 10.8 Notwithstanding any other clause in this Agreement, the parties agree that, where the Investment Manager or the AIFM determines the means or purpose of Processing the Personal Data for the purposes set out in Clause 10.10, the Investment Manager

or the AIFM, as applicable, shall be acting as Controller in relation to the Personal Data and not as a Processor.

- 10.9 Where the Investment Manager or the AIFM, as applicable, acts as Controller in relation to the Personal Data, it shall comply with all applicable Data Protection Laws.
- 10.10 For the avoidance of doubt, the parties acknowledge that each of the Investment Manager and the AIFM acts as a Controller when it is conducting activity required to comply with:
 - 10.10.1 Applicable Law (such as, but not limited to, conducting checks for anti-money laundering purposes and conducting sanctions screening, in each case which the Investment Manager or the AIFM, as applicable, is required to conduct under Applicable Law or internal policies); and
 - 10.10.2 any request made by any financial services regulator or other public authority or governmental body having jurisdiction over the Investment Manager or the AIFM, as applicable.
- 10.11 Where the Investment Manager or the AIFM acts as a Controller, it shall provide the Company with an adequate, fair processing notice (compliant with the requirements of applicable Data Protection Law) in order to facilitate the Company providing a fair processing notice to the relevant underlying Data Subjects and the Company shall provide such assistance as the Investment Manager or the AIFM, as applicable, reasonably requires in providing its fair processing notice to the relevant underlying Data Subjects.
- 10.12 Each of the Investment Manager and the AIFM shall:
 - 10.12.1 assist the Company by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Company's obligations, as reasonably understood by the Investment Manager or the AIFM, as applicable, to respond to Data Subject Requests under the Data Protection Laws;
- 10.13 promptly notify the Company if it receives a Data Subject Request under any Data Protection Law in respect of any Personal Data; and
- 10.14 not respond to a Data Subject Request except on the documented instructions of the Company or as required by Applicable Law to which the Investment Manager or the AIFM, as applicable, is subject, in which case the Investment Manager or the AIFM, as applicable, shall to the extent permitted by Applicable Law inform the Company of that legal requirement prior to responding to the request.
- 10.15 The Investment Manager or the AIFM, as applicable, shall at the reasonable cost of the Company (such costs to be agreed in advance, where reasonably practicable):
 - 10.15.1 provide reasonable assistance to the Company with any data protection impact assessment which the Company is required to undertake in order to comply with Articles 35 and 36 of the UK GDPR and prior consultations with Supervising Authorities or other competent data privacy authorities to the extent required under Article 35 or 36 of the UK GDPR or equivalent provisions of any other Data Protection Laws; and
- 10.16 make available to the Company on request such information as is reasonably necessary to demonstrate its compliance with this Clause 10 and shall reasonably allow for and contribute to audits, including inspections, conducted by the Company or another person mandated by the Company for the purpose of demonstrating

compliance by such with its obligations under Data Protection Laws and in respect of the Personal Data.

- 10.17 Each of the Investment Manager and the AIFM shall, on becoming aware of a Personal Data Breach:
- 10.17.1 notify the Company without undue delay; and
- 10.17.2 following such notification, cooperate with the Company and take such reasonable commercial steps as are directed by the Company to assist in the investigation, mitigation and remediation of such Personal Data Breach.
- 10.18 Each of the Investment Manager and the AIFM shall inform the Company as soon as reasonably practicable if, in its reasonable opinion, an instruction given by the Company to the Investment Manager or the AIFM, as applicable, infringes the Data Protection Laws or other Applicable Law.
- 10.19 Subject to Clause 10.20 below, the Investment Manager shall promptly and to the extent technically possible on the Company's written request, either promptly return or delete and procure the deletion or return (at the election of the Company) of all copies of the Personal Data after the end of the provision of the Services by the Investment Manager of any Personal Data.
- 10.20 Notwithstanding Clause 10.19 above, the parties agree that the Investment Manager may retain Personal Data to the extent and for such period as required by Applicable Law, in which case the Investment Manager will be a Controller.
- 10.21 Schedule 5 to this Agreement sets out certain information regarding the AIFM's and the Investment Manager's Processing of Personal Data as required by Article 28(3) of the UK GDPR. The Company may request reasonable amendments to Schedule 5 by written notice to the AIFM and the Investment Manager. No such amendments shall take place until a revised Schedule 5 has been approved and signed by all the parties and any such revised Schedule 5 shall then replace the existing Schedule 5 to this Agreement.
- 10.22 Schedule 6 to this Agreement sets out the duties imposed on the Investment Manager by sections 35 and 36 of the Guernsey Data Protection Law where the Investment Manager is acting as data processor, each of the Company and / or the AIFM is acting as a data controller and the Guernsey Data Protection Law applies.
- 10.23 The provisions of this Clause 10 shall survive the termination of this Agreement.

11 DOCUMENTS AND RECORDS

- 11.1 The Investment Manager shall, in addition to any records required to be kept by the FCA Rules and any other regulatory law and regulations applicable to the Investment Manager, maintain such books and records of investments, sales, disbursements and any other transactions carried out by the Investment Manager on behalf of the AIFM under this Agreement as are reasonably necessary (the "**Business Records**").
- 11.2 The Investment Manager, upon the Company's or any of its agents' and/or the AIFM's reasonable written request and subject to reasonable prior notice, will permit:
- (a) the Company and the AIFM or its Affiliates and their authorised agents and employees (including, without limitation, internal and external auditors of the Company and/or the AIFM); and
- (b) the representatives and appointees of the FCA,

access to the Business Records and access to inspect its site, officers and employees, records and documents, and take copies of all such records and documents, as may be required by the Company or, as the case may be, reasonably required by the AIFM for compliance with applicable laws to the extent (in the case of requests from the AIFM only) that the provision or access to such information does not conflict with any confidentiality obligations, security considerations or regulatory restrictions of the Investment Manager and any of its subcontractors or agents. Subject to this Clause 11.2, each of the Company and the AIFM and its Affiliates is entitled to review the Investment Manager's processes, procedures and inspect the account records and organisation charts insofar as these relate to the Services.

11.3 The Investment Manager shall, in relation to any request or inquiry made by the FCA to the AIFM with regard to the Company, deal in an open and co-operative way with the AIFM and the Company so as to enable them to provide an appropriate response (at the AIFM or the Company's, as applicable, sole cost and expense).

11.4 The AIFM and the Company shall, in relation to any request or inquiry made by the FCA to the Investment Manager with regard to the Company and/or the AIFM, deal in an open and co-operative way with the Investment Manager so as to enable them to provide an appropriate response (at the Investment Manager's sole cost and expense).

12 **ANTI-MONEY LAUNDERING, BRIBERY AND TAX AVOIDANCE**

12.1 The Investment Manager has a duty to comply with any anti-money laundering, anti-bribery, anti-corruption, anti-terrorism financing, fraudulent acts and tax evasion laws, trade or economic sanctions and their related rules and regulations and codes ("**Financial Crime Laws**") in the jurisdictions in which it conducts business.

12.2 The Company agrees that, if requested to do so by the Investment Manager, it shall provide the information required by the Investment Manager for the purpose of the Investment Manager ensuring compliance with the Financial Crime Laws.

12.3 The Company:

12.3.1 agrees that it will not knowingly do anything to cause the Investment Manager to breach the Financial Crime Laws;

12.3.2 agrees, if requested by the Investment Manager, to provide additional information and comply with all reasonable requests to facilitate the Investment Manager's compliance with the Financial Crime Laws; and

12.3.3 acknowledges that, in certain circumstances, the Investment Manager may be obliged to freeze or block an account where it is used in connection with money laundering, financing of terrorism, subject to economic sanctions or similar activities ("**Illegal Activities**") or suspected Illegal Activities, in which case, the Investment Manager will be liable for any consequences or losses of such action.

12.4 The Investment Manager shall (and the Investment Manager shall procure that its Affiliates shall) have procedures in place which comply with all relevant anti-money laundering, privacy and financial sanctions laws and regulations applicable to it, including but not limited to:

12.4.1 the Financial Crime Laws;

12.4.2 section 7(2) of the Bribery Act 2010 and any guidance issued under section 9 of the Bribery Act 2010; and

- 12.4.3 section 45(2), section 45(3), section 46(3) and section 46(4) of the Criminal Finances Act 2017 and any guidance issued under section 47 of the Criminal Finances Act 2017.

13 USE OF TRACK RECORD

13.1 Notwithstanding Clause 9:

- (a) the Investment Manager may disclose such facts about its appointment in a press release as the Investment Manager and the Company may agree; and
- (b) the Company agrees that the Investment Manager and any Affiliates shall have the right to utilise the track record and other performance information relating to Investments which are or have been the subject of this Agreement and may, subject to Clause 8, use or disclose such information in connection with the marketing of any other investment fund or similar product with which the Investment Manager or an Affiliate may be associated.

14 INTELLECTUAL PROPERTY

The Company hereby acknowledges and agrees that all proprietary intellectual property which has been independently developed by the Investment Manager or any Affiliate (at its own cost) for the purposes of monitoring, valuing and the making, disposing or realising of Investments or any such related activity of the Company shall be the property of the Investment Manager or such Affiliate (as the case may be) and the Investment Manager or such Affiliate (as the case may be) shall, unless otherwise agreed by the Investment Manager or such Affiliate in writing, be the sole legal and beneficial owner of such intellectual property. The Company shall not be entitled to use any trademark in respect of which the Investment's Manager's group is the registered proprietor without obtaining the prior written consent of the Investment Manager, which shall not be unreasonably withheld or delayed, but, if granted, will, save where agreed otherwise, be granted subject to the condition that the Company first executes and delivers to the Investment Manager a trademark licence agreement in a form reasonably required by the Investment Manager. The Company shall not use, register or attempt to register any trademarks, company, business or trading names or domain names which are identical or similar to (or which incorporate) any trademark of which a member of the Investment Manager's group is the registered proprietor, nor do anything which could, in the reasonable opinion of the Investment Manager, bring the brand of the Investment Manager's group into disrepute or damage the goodwill attaching to that brand.

15 ACKNOWLEDGEMENTS AND SCOPE OF AUTHORITY

It is agreed between the parties that subject to compliance with the Investment Manager's legal and regulatory responsibilities:

- (a) subject to Clause 16.2, the Investment Manager shall be entitled to rely on the accuracy of any written information or document given to it by the Company or the AIFM without further enquiry save in the case of manifest error; and
- (b) the only rights, duties and obligations of the Investment Manager are those set out in this Agreement, such other detailed practices and procedures as may from time to time be agreed in writing between the Investment Manager, the AIFM and the Company and those arising under the FCA Rules, FSMA or such other Applicable Law for the time being in place and the Investment Manager does not owe the AIFM nor Company any other or further duties or obligations (whether arising from the fact that the Investment Manager is acting as the Company's fiduciary or otherwise).

16 **PROPER INSTRUCTIONS**

- 16.1 Any instructions, notices, demands, consents, acknowledgements or requests to be given under this Agreement by the Company or the AIFM to the Investment Manager (or any delegate of the Investment Manager) or vice versa and where given by the Company shall be required to be given by an Authorised Signatory of the Company and where given by the AIFM shall be required to be given by an Authorised Signatory of the AIFM.
- 16.2 The Investment Manager may rely and act on any instruction or communication which purports to have been given (and which is reasonably accepted as having been given) by an Authorised Signatory of the AIFM or by an Authorised Signatory of the Company..
- 16.3 The Investment Manager may decline to accept or act upon any instruction or other communication which is reasonably believed to be conflicting or ambiguous, seeking to amend this Agreement other than in accordance with the terms of this Agreement, not to have been issued in accordance with the provisions of this Agreement, or if it reasonably considers that compliance with such instruction would be impracticable or would give rise to a breach of any Applicable Law or might involve any party being in breach of the provisions of any of the items listed at Clauses 2.1.3(a) to 2.1.3(j) or may fall within the proviso to Clause 2.1.3, and in any such circumstances the Investment Manager will notify the Company and the AIFM accordingly, but shall otherwise not be obliged to make or give any other acknowledgment of any instruction or other communication.
- 16.4 It is acknowledged and agreed that the obligations of the Investment Manager, under this Agreement including its obligations to provide any notification or information to the Company or acknowledge Proper Instructions, may be satisfied if performed by a delegate of the Investment Manager on behalf of the Investment Manager.

17 **WAIVER**

The failure of a party to exercise or enforce any right under this Agreement shall not be deemed to be a waiver of that right, nor operate to bar the exercise or enforcement of it at any time or times thereafter.

18 **FORCE MAJEURE**

- 18.1 If any party is prevented, hindered or delayed from performing any of its obligations under this Agreement due to a Force Majeure Event affecting such party (or any Affiliate, delegate or agent of such party) (the "**Affected Party**"), such obligations of the Affected Party and any related obligations of any party shall remain in effect but shall be suspended without liability for so long as the Force Majeure Event prevents, hinders or delays the Affected Party from performing its obligations provided that:
- (a) the Affected Party gives the other parties prompt notice describing the Force Majeure Event and gives regular updates; and
 - (b) the Affected Party uses all reasonable efforts to mitigate the impact of the Force Majeure Event.
- 18.2 If the Affected Party is the Investment Manager and is prevented from performing any of its obligations under this Agreement due to a Force Majeure Event for a period of more than 2 calendar months, the fees payable to the Investment Manager

pursuant to Clause 4 shall be reduced accordingly until the Investment Manager resumes performance of all of its obligations under this Agreement.

19 **NOTICES**

Any notice required to be given pursuant to this Agreement shall be in writing and shall be given by delivering the notice by hand at, or by sending the same by pre-paid first class post to, the address of the relevant party set out in this Agreement or such other address as either party notifies to the other from time to time in accordance with this Clause 19 (*Notices*). Any notice given according to the above procedures shall be deemed to have been given at the time of delivery (if delivered by hand) and on the Business Day following the day of posting where any letter was stamped first class, addressed and delivered to the postal authorities.

20 **COMPLAINTS**

All formal complaints relating to the Services provided by the Investment Manager under this Agreement should in the first instance be made in writing to the compliance officer of the Investment Manager. Subsequently, the Company may have a right to complain directly to the Financial Ombudsman Service. A copy of the Investment Manager's complaints handling procedure is available on request and will otherwise be provided in accordance with the FCA Rules.

21 **COMPENSATION**

The AIFM may be entitled to compensation from the Financial Services Compensation Scheme if the Investment Manager cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Generally, a professional client will not be eligible for compensation under the Financial Services Compensation Scheme.

22 **GOVERNING LAW AND JURISDICTION**

22.1 **Governing law**

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including any non-contractual disputes of claims) shall be governed by and construed in accordance with English law.

22.2 **Jurisdiction**

Each of the parties hereto irrevocably agrees that the courts of England shall have exclusive jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with this Agreement and, for such purposes, irrevocably submits to the jurisdiction of such courts.

22.3 **Service Agent**

The AIFM agrees that the process by which any proceedings are begun in England or elsewhere may be served on such party by being delivered to the address for service of process of the AIFM given below:

Address: JTC (UK) Limited, 18th Floor, The Scalpel, 52 Lime Street, London EC3M 7AF

For the attention of:

Nothing contained in this Clause 22.3 shall affect the right to serve process in any other manner permitted by law.

22.4 Contracts (Rights of Third Parties) Act 1999

22.4.1 Unless the right of enforcement is expressly granted in this Agreement, it is not intended that a third party should have the right to enforce a provision of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999. Notwithstanding the foregoing, an Indemnified Person (other than the Investment Manager) shall only be permitted to enforce its rights under Clause 5.1 (*Limitation of liability*) or Clause 5.2.1 with the prior written consent of the Investment Manager.

22.4.2 The parties may rescind or vary this Agreement without the consent of a third party to whom an express right to enforce any of its terms has been provided.

23 EXECUTION

23.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same instrument.

23.2 Each party agrees to sign this Agreement by electronic signature (whatever from the electronic signature takes) and that this method of signature is as conclusive of each party's intention to be bound by this Agreement as if signed by each party's manuscript signature. Delivery of this Agreement in Adobe™ Portable Document Format (PDF) sent by electronic mail shall take effect as delivery of an executed counterparty of this Agreement.

24 ENTIRE AGREEMENT

24.1 Entire agreement

This Agreement and the agreements referred to in this Agreement shall constitute the entire agreement between the parties and supersedes all prior understandings and communications between the parties or any one of them, oral or written.

24.2 Reliance

Each of the parties confirms that in entering into this Agreement it has not relied on any statement, representation, warranty, agreement or undertaking of any person (whether a party to this Agreement or not) other than those expressly set out in this Agreement, and that it will not have any claim, right or remedy arising out of any such statement, representation, warranty, agreement or undertaking.

24.3 Fraudulent misrepresentation

Nothing in this Agreement shall operate to limit or exclude any liability of one of the parties in respect of a fraudulent misrepresentation made by that party to any of the others.

25 AMENDMENTS TO THIS AGREEMENT

This Agreement may be amended in whole or in part by the written consent of the parties.

26 NO ASSIGNMENT

This Agreement is personal to the parties hereto and the Investment Manager may not sub-contract the performance of any of its obligations hereunder except as specifically provided herein nor shall any party be entitled to assign or declare a trust over the whole or any part of its rights hereunder.

27 **SEVERABILITY**

Each of the provisions of this Agreement is distinct and severable from the others and if at any time one or more of such provisions is or becomes invalid, unlawful or unenforceable (whether wholly or to any extent), the validity, lawfulness and enforceability of the remaining provisions (or the same provision to any other extent) of this Agreement shall not in any way be affected or impaired.

28 **FURTHER ASSURANCE**

Each of the parties shall do, execute and perform all such further acts, deeds, documents and things as may be reasonably required from time to time in order to implement all the provisions of this Agreement.

This Agreement has been entered into on the date stated at the beginning of this Agreement.

Schedule 1

Schedule of Services

The Investment Manager shall perform (or cause to be performed) the following services and actions:

Part A

- 1 seeking out and evaluating potential investments, re-investments and disposals for the Company, taking into consideration all relevant legal, regulatory and tax issues, and any investment, divestment, financing or re-financing that it deems not to be in the best interests of the Company, making investments, re-investments, divestments with such supporting documentation (including in each case costs and expenses budgets in relation to any proposed investment, divestment, financing or re-financing) as the Board may, from time to time, require;
- 2 analysing proposed investment opportunities to ensure they are in accordance with the Company's stated investment objective, Investment Policy and Investment Restrictions and advising the Company on the same;
- 3 analysing the performance of the investments held in the Portfolio and advising the Company generally in relation to matters likely, or which might reasonably be considered likely, to affect the stated investment objective, Investment Policy and Investment Restrictions of the Company;
- 4 providing reasonable assistance to the Board, the AIFM, the Company's secretary and the provider of any other services under this Agreement to comply with all relevant obligations under the Listing Rules, the Disclosure Guidance and Transparency Rules, the FCA Handbook, UK MAR, MiFID II and any other Applicable Law and regulations in any relevant country in each case only insofar as such obligations arise by virtue of the performance of the portfolio management services;
- 5 conducting due diligence on potential investments, re-investments and/or disposal opportunities and undertaking a comprehensive risk analysis on such potential investments, re-investments and/or disposal opportunities for the Company;
- 6 establishing and implementing exit strategies for the Investments;
- 7 managing any short-term moneys held as part of the Portfolio from time to time, including money arising on or from the Investments or from cash held within the Portfolio (the "**Funds**"), subject to the Investment Policy and Investment Restrictions and any investment parameters specifically approved by the Board;
- 8 negotiating the final forms of all transaction documents, ensuring appropriate insurances are put in place and establishing the relevant company structure and necessary bank accounts;
- 9 executing currency, interest rate and wholesale electricity price hedging transactions, for the purpose of efficient portfolio management only and not for speculative purposes, subject to any specific policies set by the Directors;
- 10 providing such advice and assistance to the Company and the AIFM as they may reasonably request, including portfolio management and financial information;
- 11 making available in person or by telephone (as may be requested by the Company) the services of an appropriate person to attend meetings of the Company's board quarterly or at such other intervals as shall be agreed with the Company and preparing reports or other documents as reasonably requested by the Company in connection with such meetings;

- 12 implementing route-to-market strategies based on underlying investment needs;
- 13 structuring deals by using a variety of contracts including power purchase agreements and contracts for differences;
- 14 initiating, monitoring and supervising construction services provided by third parties to the Company or other member of the Group in relation to the construction of an investment and providing technical, financial and other support to the relevant member of the Group;
- 15 reviewing and refining the contracts of construction service providers in relation to the construction of an investment;
- 16 ongoing financial monitoring of the overall cost incurred during the construction phase in relation to the construction of an investment.
- 17 recommending involvement of any professionals in connection with potential or actual investments, divestments, financing and re-financing or otherwise (including, without limitation, technical, legal, financial and tax advisers) where appropriate and overseeing and managing their appointment;
- 18 reporting to the Board and the AIFM on litigation and regulatory changes affecting the Investments;
- 19 monitoring credit worthiness of counterparties;
- 20 reporting on the Investments to the AIFM and the Board on a regular basis (which should be at least Quarterly and details to include: valuations of Investments and acquisitions or disposals of Investments; the prices at which they were made and a measure of the performance of the Investments drawn up at the end of the relevant Quarter; portfolio performance against key metrics; asset level performance including operational and financial performance; contractor performance including compliance with contractual obligations providing to the AIFM and the Board generally investment research and financial analysis and other general information in relation to investment trends, market movements and any other matters likely to affect or which might reasonably be considered likely to affect the Investment Policy and Investment Restrictions and of any changes to the Investment Policy and Investment Restrictions which are considered appropriate;
- 21 assisting the Board in considering and implementing, (i) appropriate methods of distribution of money received or realised from the Portfolio which is to be distributed to the Company's shareholders and/or (ii) buy-backs of shares;
- 22 providing the AIFM and the Board with written details of such matters in connection with the management of the Investments as the Board reasonably requests;
- 23 providing reports with respect to the Investments for inclusion with the Company's audited and interim financial statements;
- 24 providing direct reasonable access to the compliance officer and a report each year confirming that obligations have been performed under this Agreement in respect of the portfolio management services in compliance with all Applicable Law;
- 25 in relation to the portfolio management services set out in this Schedule 1 (*Schedule of Services*), liaising with, co-ordinating and overseeing the performance of (but, for the avoidance of doubt, not being responsible for their performance) the Company's advisers and other members of the Group's advisers (to include, without limitation, the Auditor and the Company's secretary), providing to them such information relating to the Company and any other members of the Group, the Investments, the Funds and the Investments as they may reasonably require from time to time and

reporting to the AIFM and the Board on any visits or reviews by internal audit and compliance and making available relevant internal audit and compliance personnel as reasonably requested by the AIFM and / or the Board to report to them on an annual basis;

- 26 supervising and providing input into preparation of marketing plans, brochures and other marketing material;
- 27 liaising with the provider of the administration functions relevant to the portfolio management services;
- 28 providing, in conjunction with such other persons as required from time to time, a profit and loss budget, outlining the financial commitments and expected revenues of the Group at the start of each accounting period of the Company;
- 29 maintaining long-term financial models for the Group prepared by the Investment Manager covering expected economic lives of the Company's Investments and including sensitivities;
- 30 providing the Company with the reports and budgets referred to under the headings "Portfolio Management Reports" and "Budget" set out in Schedule 4 in the manner set out in Schedule 4.

Part B

- 1 generally assisting the Company with matters relating to investor relations;
- 2 consulting with the Board in relation to the exercise of the Board's discretion to attempt to reduce any discount to Net Asset Value at which any shares may be trading;
- 3 the drafting of any periodic updates (including Quarterly fact sheets) and other reports relating to the Company sent by the Company to Shareholders or to be made available on the Company's website;
- 4 assisting in the drafting and preparation of any other documents (to include circulars) to be sent to the Shareholders and of announcements to be made by the Company;
- 5 supervising and providing input into the maintenance of the Company's website;
- 6 generally assisting the Company with matters relating to investor relations;
- 7 assisting with and project managing future fundraisings;
- 8 coordinating of third party advisers, such as brokers, auditors, valuers, registrars and lawyers, company secretary as and when required, and liaison with other suppliers and review of services and fees; and
- 9 monitoring compliance with section 1158 of the Corporation Tax Act 2010 and reporting to the Board in this regard on a quarterly basis other than in relation to compliance with the income retention test in respect of which the reporting will be on an annual basis.

Schedule 2

Fees

- 1 The Company with effect from the Effective Date shall pay the Investment Manager a management fee (the "**Management Fee**") and payable Quarterly in arrears:
 - 1.1 calculated at the rates set out below, and for the avoidance of doubt, the different percentages set out below shall be applied incrementally and not as against the total Net Asset Value; and
 - 1.2 multiplied by a fraction, the numerator of which is the number of days in the relevant Quarter, and the denominator of which is 365.

Net Asset Value	Annual management fee (percentage of Net Asset Value)
Up to and including £500 million	0.95%
Above £500 million	0.85%

- 2 No performance fee will be payable by the Company to the Investment Manager.
- 3 The Management Fee payable in respect of part of a Quarter shall be pro-rated including, for the avoidance of doubt, the period from and including the Effective Date to and including the end of the first Quarter after the Effective Date.
- 4 The Management Fee due to the Investment Manager in respect of each relevant Quarter shall be invoiced by the Investment Manager to the Company following publication of the Net Asset Value in respect of the relevant Quarter Date and shall be due and payable not later than 10 Business Days after the date of the relevant invoice;
- 5 The Management Fee shall be calculated by the Administrator in its role as the Company's administrator (or such other person(s) as shall be agreed between the Company and the Investment Manager from time-to-time) in accordance with this Schedule 2 provided that if such calculation produces a result that is manifestly anomalous, unfair to either party or inconsistent with the principles set out above, the parties shall use their respective reasonable endeavours to agree such modifications to such calculation as shall resolve the matter to their mutual satisfaction, giving consideration to the Listing Rules and/or any other Applicable Law. If no resolution is thereby obtained, any dispute arising as to the calculation of the remuneration of the Investment Manager shall be referred to an Expert for settlement. The Company and the Investment Manager shall agree on the appointment of an independent Expert and shall agree with the Expert the terms of his appointment. If the parties are unable to agree on an Expert or the terms of his appointment within seven days of either party serving details of a suggested Expert on the other, either party shall then be entitled to request the Institute of Chartered Accountants in England and Wales to appoint an Expert of repute with relevant experience and for the Institute of Chartered Accountants in England and Wales to agree with the Expert the terms of his appointment. The Expert is required to prepare a written decision (including reasons) and give notice (including a copy) of the decision to the parties within a maximum of three months of the matter being referred to the Expert. The Expert shall be entitled to make such further or other reasonable adjustments as they may consider appropriate in the circumstances. The parties may make such amendments to the agreement as the Expert deems appropriate to give effect to the decision. If the Expert becomes unwilling or incapable of acting, or does not deliver the decision within the time required by this paragraph 5 of this Schedule 2 then:

- 5.1 either party may apply to the Institute of Chartered Accountants in England and Wales to discharge the Expert and to appoint a replacement Expert with the required expertise; and
- 5.2 this paragraph 5 of Schedule 2 shall apply to the new Expert as if he were the first Expert appointed. The parties are entitled to make submissions to the Expert and will provide (or procure that others provide) the Expert with such assistance and documents as the Expert reasonably requires for the purpose of reaching a decision. Each party shall with reasonable promptness supply each other with all information and give each other access to all documentation and personnel and/or things as the other party may reasonably require to make a submission under this paragraph 5 of Schedule 2. Each party shall act reasonably and co-operate to give effect to the provisions of this paragraph 5 of Schedule 2 and otherwise do nothing to hinder or prevent the Expert from reaching his determination. The decision of such Expert shall be regarded as a decision of an expert and not of an arbitrator and shall (save in the case of manifest error) accordingly be final and binding on the parties hereto and the costs thereof shall be shared equally by the Company and the Investment Manager save where the Expert otherwise decides in the circumstances.

Schedule 3

Part A

Authorised Signatory of the Company List

Name	Position	Specimen Signature
Hugh W M Little	Non-executive Chairman	
Joanna Holt	Non-executive Director	
Ashley Paxton	Non-executive Director	

Part B

Authorised Signatory of the AIFM List

Name	Position	Specimen Signature
Kobus Cronje	Director	
Graham Taylor	Director	
Matt Tostevin	Director	

Schedule 4

Reports to the Company – Contents and Frequency

The Investment Manager shall provide the AIFM and the Company with reports and an annual budget on the following basis:

Portfolio Management Reports

- (a) The Investment Manager will send to the Company and the AIFM a quarterly report on construction progress against construction schedules and budgets.
- (b) The Investment Manager will send to the Company and the AIFM a quarterly report on distribution forecasts derived from the model.
- (c) If appropriate, the Investment Manager will send the Company and the AIFM a report on market conditions and funding.
- (d) The Investment Manager will send the Company and the AIFM an annual update of cashflow to reflect actual cash flows to date and updated projected cash flows.

Budget

The Investment Manager will send to the Company and the AIFM the draft Annual Expenses Budget in advance of the third quarterly Board meeting of each financial year of the Company in respect of the following financial year. Where the Annual Expenses Budget for any given year is not approved by the Board, the Annual Expense Budget for the previous year shall continue to apply in respect of the year in question which is in dispute until such time as a new Annual Expenses Budget is approved. On approval by the Board, the relevant draft Annual Expenses Budget shall constitute the Approved Budget for the relevant financial year. On a continual basis, the Investment Manager will report against the Approved Budget at the Company's quarterly Board meeting.

Schedule 5
Data Processing Details

This schedule includes certain details of the Processing of Processed Personal Data as required by Article 28(3) of the UK GDPR.

Subject matter of processing	The performance of the Services and obligations under the Agreement.
Duration of processing	The processing shall continue until this Agreement being terminated in accordance with its terms and any notice period or transition period prescribed by this Agreement having expired.
Nature and purpose of processing	The processing is being conducted in order to facilitate the performance of the Services and obligations under this Agreement.
Types of personal data	Any Processed Personal Data relating to applicable Data Subjects (as per "Categories of Data Subject" below), comprising names, identification numbers, location data, online identifiers or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
Categories of Data Subject	Officers of the Company (including directors), advisors and service providers, shareholders and underlying investors (including prospective and former investors).
Obligations and rights of the Company (as data controller)	As set out in this Agreement.

Schedule 6

Duties imposed by sections 35 and 36 of the Guernsey Data Protection Law

Where the Investment Manager is acting as data processor, each of the Company and / or the AIFM is acting as a data controller and the Guernsey Data Protection Law applies, the duties imposed on the Investment Manager by sections 35 and 36 of the Guernsey Data Protection Law are:

- 1 The Investment Manager must:
 - 1.1 Process Processed Personal Data only on written instructions from the Company or the AIFM, including with regard to transfers of Personal Data to an unauthorised jurisdiction;
 - 1.2 Where the Investment Manager is required by law to Process Processed Personal Data contrary to paragraph (a), inform the Company and / or the AIFM of that requirement (unless prohibited by an enactment) before so Processing the Personal Data;
 - 1.3 Ensure that any person authorised by the Investment Manager to Process the Processed Personal Data is legally bound to a duty of confidentiality;
 - 1.4 At the discretion of each of the Company and / or the AIFM, after the end of the provision of services relating to Processing, and unless required to store the Processed Personal Data by an enactment:
 - (a) delete all Processed Personal Data; or
 - (b) return all Processed Personal Data to the Company and / or the AIFM and delete existing copies;
 - 1.5 put in place reasonable technical and organisation measures to assist the Company and the AIFM to comply with their respective duties under Part III of the Guernsey Data Protection Law;
 - 1.6 take reasonable steps to assist the Company and / or the AIFM to comply with their respective duties under Parts VI and VII of the Guernsey Data Protection Law; and
 - 1.7 make available to the Company and / or the AIFM all information necessary to:
 - (a) demonstrate compliance with sections 34, 35 and 36 of the Guernsey Data Protection Law; and
 - (b) facilitate any lawful audits or inspections including (i) any inspections carried out by the Company and / or the AIFM or an auditor authorised by the Company and / or the AIFM and (ii) any data protection audit required by or under the Guernsey Data Protection Law.
- 2 The Investment Manager must immediately inform the Company and / or the AIFM if, in the Investment Manager's opinion, an instruction given by the Company and / or the AIFM to the Investment Manager breaches the Guernsey Data Protection Law or any other enactment.
- 3 Where the Company, the AIFM or the Investment Manager (the "**Authorising Person**") gives any person (the "**Authorised Person**"), other than an employee of the Company or the AIFM (as data controller) or, as the case may be, the Investment Manager (as data processor) access to any Processed Personal Data:

- (a) the duties set out in 1) a., 1) b. and 2) apply to the Authorised Person as if the Authorised Person were a processor; and
 - (b) the Authorising Person must take reasonable steps to ensure that the Authorised Person complies with the duties imposed on that person set out in 1) a., 1) b. and 2) as given effect by paragraph 3) a. above.
- 4 (Intentionally omitted per section 20 of and schedule 2 to The Data Protection (Commencement, Amendment and Transitional) (Bailiwick of Guernsey) Ordinance, 2018)
- 5 The Investment Manager's compliance or non-compliance with applicable provisions of an approved code or approved mechanism in respect of the Processing may be taken into account in determining whether or not the Investment Manager (as data processor) is in breach of para 1) e. and 1) f. above.
- 6 The Investment Manager (as a primary processor) must not engage another processor (a **"Secondary Processor"**) to Process personal data unless:
 - (a) the Company and / or the AIFM has specifically authorised the Secondary Processor to Process the Personal Data; or
 - (b) the Company and / or the AIFM has generally authorised the Investment Manager to engage other processors to Process the Personal Data, and the engagement of the Secondary Processor complies with the requirements set out in para 7 a) and b) below.
- 7 Para 6) b. above refers to the requirement that the Investment Manager (as the primary processor) must, before engaging the Secondary Processor (including any processor engaged to add or replace the Secondary Processor):
 - (a) notify the Company and / or the AIFM of the proposed engagement; and
 - (b) give the Company and / or the AIFM an opportunity to object to the engagement;
- 8 Where the Investment Manager (as the primary processor) engages a Secondary Processor to Process Personal Data:
 - (a) Sections 34 and 35 of the Guernsey Data Protection Law have effect as if, for the purposes of those provisions:
 - (i) the Investment Manager were the data controller; and
 - (ii) the Secondary Processor were the data processor; and
 - (b) the Secondary Processor must carry out the duties of the Investment Manager (as the primary processor) under sections 34 and 35 and any other applicable provisions of the Guernsey Data Protection Law or any legally binding agreement made between the Company and / or the AIFM (each as a data controller) and the Investment Manager (as data processor) for the purposes of compliance with section 34(3) of the Guernsey Data Protection Law.
- 9 Where the Investment Manager (as the primary processor) engages a Secondary Processor to Process Personal Data and the Secondary Processor fails to carry out the Secondary Processor's duties (as a processor) under the Guernsey Data Protection Law, the Investment Manager (as the primary processor) remains fully liable for any

breach of the duties of the Secondary Processor under the Guernsey Data Protection Law or any legally binding agreement made between the Company and / or the AIFM (each as a data controller) and the Investment Manager (as data processor) for the purposes of compliance with section 34(3) of the Guernsey Data Protection Law.

- 10 The duties under section 36 of the Guernsey Data Protection Law do not apply where the Secondary Processor:
- (a) is an employee of the Investment Manager; or
 - (b) Processes the Personal Data under the direction and control of the Investment Manager.

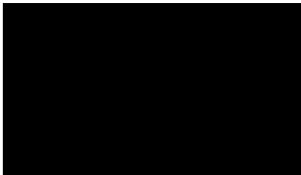
EXECUTION PAGE

Company

Signed by
**DOWNING, RENEWABLES &
INFRASTRUCTURE TRUST PLC**
acting by a duly authorised director

)
)
)
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Director

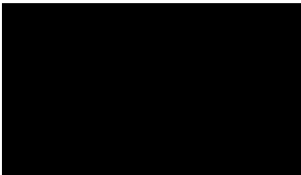


AIFM

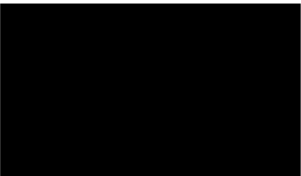
Signed by
JTC GLOBAL AIFM SOLUTIONS LIMITED
acting by two duly authorised directors

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Director



Director



Investment Manager

Signed by
DOWNING LLP
acting by a duly authorised member

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Member

