

**RUBY CAPITAL PARTNERS LLP**

**Form ADV Part 2A**

128 Wigmore Street  
London, W1U 3SA  
United Kingdom

+44 203 514-1255

**July 2015**

**This Brochure provides information about the qualifications and business practices of Ruby Capital Partners LLP (“Ruby Capital” or the “Firm”). If you have any questions about the contents of this Brochure, please contact the Chief Compliance Officer, Mark George, at +44 203 514-1255 or [mark@infusive.com](mailto:mark@infusive.com). The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission (“SEC”) or by any state securities authority.**

**Additional information about Ruby Capital can be found on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).**

**Registration of an investment adviser does not imply that Ruby Capital, or any of its principals or employees, possesses a particular level of skill or training in the investment advisory business or any other business.**

**Item 2: Material Changes**

---

This is the Firm's first Brochure and, accordingly, there are no material changes from prior filings to report.

**Item 3: Table of Contents**

---

Item 1: Cover Page.....	1
Item 2: Material Changes .....	2
Item 3: Table of Contents.....	3
Item 4: Advisory Business .....	4
Item 5: Fees and Compensation .....	4
Item 6: Performance-Based Fees .....	4
Item 7: Types of Clients.....	5
Item 8: Methods of Analysis, Investment Strategies and Risk of Loss .....	5
Item 9: Disciplinary Information .....	10
Item 10: Other Financial Industry Activities and Affiliations.....	10
Item 11: Code of Ethics, Participation or Interest in Client Transactions Personal Trading..	11
Item 12: Brokerage Practices .....	11
Item 13: Review of Accounts .....	12
Item 14: Client Referrals and Other Compensation .....	13
Item 15: Custody.....	13
Item 16: Investment Discretion .....	13
Item 17: Voting Client Securities .....	13
Item 18: Financial Information.....	13

---

**Item 4: Advisory Business**

---

Ruby Capital Partners LLP (“**Ruby Capital**”, the “**Firm**”, “**we**”, “**us**”, or “**our**”), a limited liability partnership registered in England and Wales, was formed in March 2005. Ruby Capital is owned directly by Ruby Capital Services Limited and has its principal office and place of business in London, United Kingdom.

We currently provide investment advisory services to private funds (the “**Private Fund Clients**”), and also plan to manage a registered investment company regulated by the SEC under the Investment Company Act of 1940 (the “**Company Act**”), which has not yet been incorporated and is not registered with the SEC (the “**Investment Company Client**”).

Ruby Capital is a non-U.S. adviser and has not had any U.S. investors in the Private Fund Clients in the previous 12 months. As such, we have not provided the Private Fund Clients’ information in this ADV Part 2A.

We are registering with the SEC in order to be able to manage the Investment Company Client.

We do not currently have regulatory assets under management.

---

**Item 5: Fees and Compensation**

---

We plan generally to charge the Investment Company Client a management fee, payable in arrears on the first day of each quarter, at an annual rate ranging from 100 to 150 basis points of the net asset value of the Investment Company Client (including net unrealized appreciation or depreciation of investments and cash, cash equivalents and accrued interest). Our management fees typically are not negotiable and will not vary based upon the assets in the Investment Company Client account and other factors.

The Investment Company Client also would pay for its organizational expenses (if any), as well as custodial, accounting, auditing, tax preparation, legal and trading expenses (including brokerage commissions) incurred in connection with the management of the fund. With respect to brokerage and other transaction costs, please see the discussion below under Item 12, “Brokerage Practices.”

Following an issuance of shares in the Investment Company Client, the fees and compensation we will charge the Investment Company Client will be described in its prospectus and statement of additional information (“SAI”). On an annual basis, the Investment Company Client’s Board of Directors/Trustees, including the independent Board members (the “Board”), considers renewal of our investment management services agreement, including any management fee paid that the Investment Company Client will pay to us.

---

**Item 6: Performance-Based Fees**

---

Ruby Capital will not earn a performance-based fee based on achieving certain targets as set forth in its management agreement with the Investment Company Client.

**Item 7: Types of Clients**

---

As discussed in Item 4, we provide investment advisory services to the Private Fund Clients, and also plan to manage the Investment Company Client, which will be regulated by the SEC under the Company Act.

**Item 8: Methods of Analysis, Investment Strategies and Risk of Loss**

---

The Firm seeks to invest in businesses that generate a rate of return over and above their cost of capital and have the ability to compound this return over a prolonged period of time.

In selecting the companies that it believes are best placed to deliver these returns, the Firm looks for four critical elements: the presence of Consumer Alpha™, reliable stewardship of capital, deep "economic moats", and favourable industry dynamics. The Firm then seeks to invest in these businesses at attractive valuations.

Consumer Alpha™ companies are considered to be inherently highly cash generative. Their allocation of capital returns is therefore central to their long run performance. Thus the Firm looks for good stewards of capital. The Firm examines management's capital allocation history to gain comfort that the Consumer Alpha™ harnesses by its holdings is passed on to the Investment Company Client.

Without the presence of "economic moats", any return a company earns above the cost of capital will slowly be eroded as new competitors enter the market. Only through deep and durable economic moats can a business maintain its competitive advantage over its peers.

The Firm focuses on three core moats that are difficult to replicate: brands, scale and advantaged process such as preferred and secured locations or industry expertise.

Understanding market dynamics is critical to appreciating how a company's cash flow's will persist. The Firm invests in firms that are either leaders in fast growing emerging industries, or are dominant in mature markets that correspondingly face little competition, and thus earn oligopolistic profits.

The Firm believes that companies that are advantaged in terms of Consumer Alpha™ products, strong economic moats and favourable market dynamics have the ability to compound their excess returns over a sustained period of time, and generate consistent and growing free cash flows to the benefit of their shareholders.

A critical aspect of the Firm's investment approach is to purchase leading Consumer Alpha™ companies at below intrinsic value. The Firm utilises numerous valuation tools - relative and absolute - to determine whether the current market price allows it to achieve the target rate of return.

**Portfolio construction**

The Firm has established an Investment Committee which is initially made up of the Portfolio Manager, the Chief Executive Officer and the Head of Research. The committee meets on a regular basis to discuss capital allocation. However, the final investment decision is the sole prerogative of the Portfolio Manager.

The Firm breaks the portfolio into three sub categories:

- Diversified multinationals: Generally market capitalisations in excess of USD50bn.
- play Consumer Alpha™: Mid cap stocks that are usually single sector companies with high degrees of specialisation and focused SKUs.
- Fast growing minnows: Smaller-cap stocks predominantly found in rapidly growing markets.

The Firm does not generally trade around short-term non-material news flow and takes its investment decisions based on the long term investment case. The Firm constantly challenges portfolio holdings, and rotates the portfolio when it believes the long term returns profile of candidate companies materially outperforms current constituents.

The Firm may use hedging techniques such as put buying to enhance performance. In cases where volatility is low the Firm may use these strategies to provide a cost effective method to protect and smooth shortfall risk scenarios.

Where it makes sense, the Firm may trade via swap to enhance dividends and to provide synthetic access. The Firm believes that it has the skill-set to employ a dynamic methodology to enhance performance by utilising the full suite of service providers.

The Investment Company Client will generally invest in listed equities or related derivatives. It will not leverage its portfolio by borrowing or take short positions other than for hedging purposes.

### **Risk of Loss Factors**

All investments entail a risk of loss, including substantial or even total loss. No assurances can be given that we will achieve our objective on behalf of the Investment Company Client, and our investment management performance may vary substantially over time and from period to period. In addition, the performance of the Investment Company Client may vary substantially as a result of differing restrictions and the employment of differing investment strategies.

The following are certain of the material risks involved in our investment strategy of the Investment Company Client.

An investment in the Investment Company Client involves a high degree of risk, including the risk that the entire amount invested may be lost. As the Investment Company Client executes its investment program by investing all of its investable assets in the Investment Company Client, references herein to the Investment Company Client's investments and investment program, and the risks associated therewith, include references to the Investment Company Client's investment program through its investment in the Investment Company Client and the risks associated therewith. The Investment Company Client may utilise investment techniques such as option transactions, derivatives trading and futures and forward contracts, which practices can involve substantial volatility and can, in certain circumstances, substantially increase any potential adverse impact to which the Investment Company Client's investment portfolio may be subject.

Prospective investors should consider the following additional factors in determining whether an investment in the Investment Company Client is a suitable investment. The Board of Directors and the Firm have included the following risk factors based upon their determination of what is most significant to a prospective investor. However, certain of the risks described below may never materialise. The Board of Directors does not actively manage for each risk described below but rather focuses the risk management of the Investment Company Client on those risks it deems most relevant to the Investment Company Client at any given time. In

addition, over time the risks may evolve or change, with new risks appearing and some risks ceasing to be applicable. The probability of a certain risk having an effect on the Investment Company Client may also vary over time.

### **General Risks**

**General Risks of Investing in Securities.** Any investment in securities carries certain market risks. An investment in the Investment Company Client is highly speculative and involves a high degree of risk due to the nature of the Investment Company Client's investments and the investment strategies and trading strategies to be employed. An investment in the Investment Company Client should not in itself be considered a balanced investment program. Investors should be able to withstand the loss of their entire investment.

**All Investments in Securities Risk the Loss of Capital.** No guarantee or representation is made that the Investment Company Client's investment program will be successful. Certain investment techniques of the Investment Company Client can, in certain circumstances, magnify the impact of adverse market moves to which the Investment Company Client may be subject. In addition, the Investment Company Client's investment in financial instruments may be materially affected by conditions in the financial markets and overall economic conditions occurring globally and in particular countries or markets where the Investment Company Client may invest its assets.

The Investment Company Client's method of minimising such risks may not accurately predict future risk exposures. Risk management techniques are based in part on the observation of historical market behaviour, which may not predict market divergences that are larger than historical indicators. Also, information used to manage risks may not be accurate, complete or current, and such information may be misinterpreted.

**Lack of Operating History.** The Investment Company Client have no operating history upon which prospective investors can evaluate the anticipated performance of the Investment Company Client. The past performance of the Management Group may not be indicative of the future performance of the Investment Company Client.

**Dependence on Key Individuals.** Shareholders in the Investment Company Client ("Shareholders") have no authority to make decisions on behalf of the Investment Company Client. The success of the Investment Company Client depends upon the ability of key members of the Firm's investment team to develop and implement investment strategies that achieve the Investment Company Client's investment objective. If the Investment Company Client were to lose the services of these members, the consequence to the Investment Company Client could be material and adverse and could lead to the premature termination of the Investment Company Client.

**Discretion of the Firm; New Strategies and Techniques.** The Firm has considerable discretion in the types of securities which the Investment Company Client may trade and has the right to modify the trading strategies or hedging techniques of the Investment Company Client without the consent of the Shareholders. Any of these new trading techniques may not be thoroughly tested in the market before being employed and may have operational shortcomings which could result in unsuccessful trades and, ultimately, losses to the Investment Company Client. In addition, any new trading strategies or hedging technique developed by the Investment Company Client may be more speculative than earlier techniques and may increase the risk of an investment in the Investment Company Client.

**Competition; Availability of Investment Strategies.** The success of the Investment Company Client's investment activities will depend on the Firm's ability to identify investment

opportunities as well as to assess the importance of news and events that may affect the financial markets. Identification and exploitation of the investment strategies to be pursued by the Investment Company Client involves a high degree of uncertainty. No assurance can be given that the Firm will be able to locate suitable investment opportunities in which to deploy all of the Investment Company Client's assets or to exploit discrepancies in the securities and derivatives markets.

**General Economic and Market Conditions.** The success of the Investment Company Client's activities will be affected by general economic and market conditions, such as interest rates, availability of credit, credit defaults, inflation rates, economic uncertainty, changes in laws (including laws relating to taxation of the Investment Company Client's investments), trade barriers, currency exchange controls, and national and international political circumstances (including wars, terrorist acts or security operations). These factors may affect the level and volatility of investments' prices and the liquidity of the Investment Company Client's investments. Volatility or illiquidity could impair the Investment Company Client's profitability or result in losses. The Investment Company Client may maintain substantial trading positions that can be adversely affected by the level of volatility in the financial markets—the larger the positions, the greater the potential for loss.

The economies of countries in which the Investment Company Client may invest may differ in such respects as growth of gross domestic product, rate of inflation, currency depreciation, asset reinvestment, resource self-sufficiency and balance-of-payments position. Further, certain economies are heavily dependent upon international trade and, accordingly, have been and may continue to be adversely affected by trade barriers, exchange controls, managed adjustments in relative currency values and other protectionist measures imposed or negotiated by the countries with which they trade. The economies of certain countries may be based, predominantly, on only a few industries and may be vulnerable to changes in trade conditions and may have higher levels of debt or inflation.

**Eurozone.** Given the nature of the Economic and Monetary Union ("EMU"), it is possible that a member of the EMU may exit the EMU and return to a national currency. It is also possible that the Euro ceases to exist and all of the members of the EMU return to their national currency. The effect of such events on the Investment Company Client is impossible to predict with certainty but could result in material losses to the Investment Company Client.

**Sovereign Default Risk.** In certain jurisdictions including Greece, Portugal, Italy, Spain and Ireland, there has been a surge in the cost of insuring against default on sovereign debt based on concerns that government funding costs are becoming unsustainable. Additional economic disruptions in such jurisdictions could lead to increased volatility in equity and other markets and a sovereign default could lead to substantial losses in value in these markets, potentially compounded by currency and foreign exchange conversion restrictions. In the event that such disruption leads to the exit of one or more countries from the Euro there may be additional difficulties in analysing, valuing and/or realising holdings in such jurisdiction as a result of the change in reference currency. Such events could lead to a material, if not complete, loss of the Investment Company Client's investment in that jurisdiction. European sovereign debt risk and pressure on bond and currency markets have been a drag on financial markets and are a risk to recovery in those markets. The markets' perception of risk in certain countries including Greece, Portugal, Italy, Spain and Ireland has increased, raising the prospect of financial contagion across European countries and beyond. The Investment Company Client may suffer from substantial losses in such jurisdictions.



**Risks Relating to the Shares**

**Limited Liquidity.** An investment in the Investment Company Client provides limited liquidity since the Shares are not freely transferable and a Shareholder's right to redeem is subject to the terms and restrictions set forth in this Memorandum (including any supplement thereto), the Articles and the Subscription Agreement. The Investment Company Client may invest a portion of its assets in financial instruments that are not publicly traded. The Investment Company Client may not be able to readily dispose of such non-publicly traded financial instruments and, in some cases, may be contractually prohibited from disposing of such securities for a specified period of time. Accordingly, the Investment Company Client may be forced to sell its more liquid positions at a disadvantageous time, resulting in a greater percentage of the portfolio consisting of illiquid securities and/or assets. The Investment Company Client may also suspend the redemption rights of the Shareholders. In the event that the Investment Company Client suspends the payment of redemption proceeds, investors who have redeemed will be treated as creditors and may have certain rights accordingly.

**Amendment of Redemption Rights.** Pursuant to the terms of the Articles, Shareholders that are entitled to vote and have the requisite majority of votes required to pass a special resolution and, if applicable, the necessary class consent, may approve any amendment to the Articles that would restrict the redemption rights of all Shareholders holding Shares of such class. Accordingly, the redemption rights of any Shareholder as described herein and as set forth in the Articles are subject to change at any time. Redemption rights that may be affected include, without limitation, the notice period for redemptions, the frequency of redemptions and the time and mechanism that the Investment Company Client may require to pay redemptions proceeds (including the implementation of a so-called "slow pay" mechanism for liquidating assets of the Investment Company Client that are impaired, illiquid and/or hard to value). In addition, in the event that affiliates of the Firm are Shareholders that are entitled to vote the requisite majority of votes required to pass a special resolution and, if applicable, the necessary class consent, such affiliates would be able to change the redemption rights of a minority of Shareholders without their consent. The amendment of the redemption rights of all Shareholders could adversely affect the value of a non-consenting Shareholder's Shares if the value of the Investment Company Client's investments depreciate following the time such Shareholder would have redeemed all or a portion of its Shares, but was prevented from doing so by the new, more restrictive redemption rights.

**Possible Adverse Effects of Substantial Redemptions.** In the event that there are substantial redemptions of Shares within a limited period of time, the Firm may find it difficult to adjust its asset allocation and trading strategies to the suddenly reduced amount of assets under management. Under such circumstances, in order to provide Investment Company Clients to pay redemptions, the Firm may be required to liquidate positions of the Investment Company Client at an inopportune time or on unfavourable terms, resulting in lower net assets for the remaining Shareholders and a lower redemption price for the redeeming Shareholders. The Board of Directors may elect to cause the redemption of all Shares and liquidate the Investment Company Client at any time if, in its view, continued operation of the Investment Company Client would be impracticable or imprudent for any reason, including if the amount of the Investment Company Client's assets declines to a significant extent.

**Possibility of Different Information Rights.** Certain Shareholders may invest on different terms that, among other things, provide access to information that may not be available to other Shareholders and, as a result, may be able to act on such additional information (i.e., redeem their Shares) that other Shareholders do not receive.

**Different Terms of Shareholders; Other Agreements.** The Investment Company Client, and in certain cases the Firm, will have the discretion to waive or modify the application of, or grant

special or more favourable rights with respect to, any provision of this Memorandum to the extent permitted by applicable law. To effect such waivers or modifications or the grant of any special or more favourable rights, the Investment Company Client may create additional classes, series or designations of shares for certain shareholders that provide for, additional and/or different rights (including, without limitation, with respect to the Incentive Allocation, Management Fees, redemption rights, minimum and additional subscription amounts, informational rights, capacity rights and other rights). Certain grants of special rights may also be made by the Investment Company Client, and, in certain cases, the Firm, through Other Agreements. Although certain Shareholders may invest in the Investment Company Client with different material terms, the Investment Company Client and/or the Firm generally will only offer such terms if they believe other Shareholders in the Investment Company Client will not be materially disadvantaged. The Investment Company Client may create additional classes, series or designations of shares, and the Investment Company Client, or in certain cases the Firm, may enter into Other Agreements with certain Shareholders without notice to, or consent of, other Shareholders.

**Subscription Monies.** Where a subscription for Shares is accepted, the Shares will be treated as having been issued with effect from the relevant Subscription Date notwithstanding that the subscriber for those Shares may not be entered in the Investment Company Client's register of members until after the relevant Subscription Date. The subscription monies paid by a subscriber for Shares will accordingly be subject to investment risk in the Investment Company Client from the relevant Subscription Date.

**Incentive Allocation.** The Incentive Allocation creates an incentive for the Firm to cause the Investment Company Client to make investments that are riskier or more speculative than would be the case if such allocation was not made. In addition, since the Incentive Allocation will be calculated on a basis that includes unrealised appreciation of the Investment Company Client's net assets, such fee may be greater than if it were based solely on realised gains.

**Amortisation of Organisational Costs.** Certain of the Investment Company Client's organisational, reorganisational and offering expenses may be, for accounting purposes, amortised by the Investment Company Client for up to a 60-month period from commencement of the Investment Company Client. Amortisation of such expenses over a period that is up to 60 months is a divergence from IFRS, which may, in certain circumstances, result in a qualification of the Investment Company Client's annual audited financial statements.

**Tax Considerations.** The Firm may or may not take tax considerations into account in determining when the Investment Company Client's securities positions should be sold or otherwise disposed of and may or may not assume certain market risk and incur certain expenses in this regard to achieve favourable tax treatment of a transaction.

## **Item 9: Disciplinary Information**

---

We have no legal or disciplinary events to report in response to this item.

## **Item 10: Other Financial Industry Activities and Affiliations**

Ruby Capital and its employees do not have any relationships or arrangements with other financial services companies that pose material conflicts of interest. Our personnel are committed to devoting the majority of their time as needed to the management of the client accounts.

**Item 11: Code of Ethics, Participation or Interest in Client Transactions Personal Trading**

---

***Code of Ethics and Employee Investment Policy***

Pursuant to the Code of Ethics Rule under the Investment Advisers Act of 1940 (the “Advisers Act”), we have adopted a Code of Ethics. Our Code of Ethics is based on the principles that our employees:

- must at all times place the interests of our clients first;
- must make sure that all personal securities transactions are conducted consistent with our “Employee Investment Policy”; and
- must not take inappropriate advantage of their positions with us or knowledge of our activities on behalf of our clients for their personal benefit.

All employees are required to certify their adherence to the Code of Ethics annually. In addition, employees must obtain the approval of our chief compliance officer (the “CCO”) before acquiring securities for their own account in an initial public offering, before engaging in any outside business activities and before buying privately placed securities.

Our Employee Investment Policy applies to all personal transactions involving equity, debt, options, or futures. It does not apply to transactions involving government securities, open-end mutual funds, money market funds or other securities with respect to which reporting of transactions is not required under the Codes of Ethics Rule.

All of our employees are instructed to direct their brokers to send duplicate brokerage statements to the CCO. These records are used to monitor compliance with the Employee Investment Policy.

Our Code of Ethics is available to clients upon request.

**Item 12: Brokerage Practices**

---

We will have discretionary authority to manage the Investment Company Client, including the authority to make decisions with respect to which securities are bought and sold, the amount and price of those securities, the brokers or dealers to be used for a particular transaction, and the commissions paid. Our authority is governed by the terms of the investment management agreement governing our relationship with the Investment Company Client.

In selecting an appropriate broker-dealer to effect an Investment Company Client trade, we would seek to obtain “best execution,” meaning generally the execution of a securities transaction for the client in such a manner that the client’s total cost or proceeds in the transaction are the most favorable under the circumstances. Accordingly, in seeking best execution, we take into consideration the price of a security obtained by the broker-dealer (or offered, in the case of a principal transaction), as well as a broker-dealer’s full range and quality of services, including, among other things, its trading facilities, reliability and financial responsibility, execution capability, commission rates, responsiveness to us, brokerage and research services provided to us (e.g., research ideas, analysis, and investment strategies), special execution and block positioning capabilities, clearance and settlement and custodial services.

**No Soft Dollar Usage**

Although, as noted above, we may take into account broker-dealers' research ideas, analysis and thoughts concerning investment strategies in selecting which broker-dealers to use. Currently, we do not enter into "soft dollar" arrangements with brokers – that is, pay a higher brokerage fee than is necessary to obtain best execution for client transactions in order to obtain research and additional brokerage services from a broker. We may, however, engage in soft dollar arrangements in the future and, if so, we will comply with the safe harbor provision under Section 28(e) of the Securities Exchange Act of 1934.

**Aggregation of Orders**

When we purchase or sell the same security for the account of two or more client accounts, we may aggregate trade orders for the participating client accounts in order to achieve more efficient execution or to provide for equitable treatment among the accounts. The client accounts participating in aggregated trades will be allocated securities based on the average price achieved for such trades.

**Allocation**

Our policy prohibits any allocation of trades in a manner that would favor any particular client(s) or group of clients over other clients.

We have adopted a policy for the fair and equitable allocation of transactions that generally analyzes each trade on an investment by investment basis, taking into consideration the specifics of each trade and the characteristics of each client account. To the extent that multiple accounts participate in a particular transaction and it is not feasible to purchase or sell the instrument in question for all such accounts in the full desired quantity or at the best obtainable price, purchases or sales will generally be allocated pro-rata among such client accounts, unless facts specific to the transaction and the trade warrant an alternative allocation methodology. The CCO will document the reason for any alternative allocation method.

**Trade Errors**

As a fiduciary, we have the responsibility to effect orders correctly, promptly and in the best interests of our clients. If an error occurs in the handling of any transactions due to our actions, or inaction, or the actions of others, resulting in a loss, our policy is to assess each trade error on a case-by-case basis to determine whether the cost will be absorbed by the fund or by us.

**Item 13: Review of Accounts**

---

**Review of Accounts**

We will review the Investment Company Client account on a continual basis to assess its investment performance, positions and cash balances and to assure conformity with the Investment Company Client account's investment objectives and guidelines. We provide monthly or quarterly reports (as requested by a client) to our clients concerning the performance of their accounts and are available for client consultation at any time during normal business hours.

**Item 14: Client Referrals and Other Compensation**

---

We do not currently utilize any third-party marketers or solicitors and do not receive an economic benefit from any other person for providing our investment management services to our clients.

**Item 15: Custody**

---

This item currently does not apply to Ruby Capital.

**Item 16: Investment Discretion**

---

Subject to restrictions set forth in the applicable investment management agreement, our management agreements may contain a power of attorney granting us discretionary authority to determine, without obtaining specific consent, securities to be bought or sold, the amount of securities to be bought or sold, the broker-dealer to be used, and the commission rates paid.

**Item 17: Voting Client Securities*****Proxy Voting Policy***

Clients may or may not delegate proxy voting authority to us with respect to the securities held in their accounts. If proxy voting authority is delegated to us, we will exercise the applicable voting rights in a manner that we believe to be in the client's best interest, and we will not seek (and we will not accept) the client's instructions on how to vote. If a client does not delegate such powers to us, we assure that the client's custodian is instructed to send proxy materials to the client and do not offer the client advice as to how to vote. We believe we will not generally have conflicts of interest in voting securities on behalf of our clients because we will have no affiliations with the issuers of the securities for which we may vote proxies. If, unusually, one of our principals or employees holds another class of securities in an issuer whose securities are held in a client account and the interests of the holders of that other class of securities could be adversely affected by a vote of the client account's securities, we will take measures to assure that the principal or employee in question does not participate in or influence the decision as to how to vote the client account's securities.

Upon request, we will provide our clients with a copy of our proxy voting policies and procedures and/or a record of all proxy votes cast for such client.

**Item 18: Financial Information**

---

We are not required to provide a balance sheet or other disclosures under this item.