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This Brochure provides information about the qualifications and business practices of Aberdeen Capital Management LLC (“Aberdeen Capital” or “ACM”), a wholly owned subsidiary of Aberdeen Asset Management Inc. (“AAMI”). If you have any questions about the contents of this Brochure, please contact Aberdeen Capital or AAMI at (215) 405-5700. The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission (the “SEC”) or by any state securities authority.

AAMI is a registered investment adviser. Registration of an investment adviser does not imply any level of skill or training. The oral and written communications of an adviser provides you with information which may help you determine whether to hire or retain an adviser.

Additional information about AAMI and Aberdeen Capital is available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

## Item 2 – Summary of Material Changes

Since the most recent filing of the ADV Part 2A on March 29, 2017, Aberdeen Capital has made the following changes to this Brochure:

- On August 14, 2017, Aberdeen Asset Management PLC (“Aberdeen PLC”) announced the completion of an all-share merger between it and Standard Life plc (the “Merger”, following the sanction by the Court of Session in Scotland on August 11, 2017 and the delivery of the court order to the Registrar of Companies. The entire issued ordinary share capital of Aberdeen PLC is now owned by Standard Life Aberdeen plc, a FTSE 100 and Fortune Global 500 company managing, administering and advising approximately £670 billion of assets on behalf of clients and customers globally. This is a change in the ownership structure of Aberdeen Asset Management Inc. and its subsidiaries, however the degree of integration between the firms will evolve. This document reflects the agreed changes to implement at the time of the merger. As the evolution triggers material changes, further updates to this filing will be provided. “Item 4 – Advisory Business” and “Item 10 – Other Financial Industry Activities and Affiliations”, were updated to reflect corporate structural changes, further to the merger.
- “Item 5 – Fees and Compensation” was updated to reflect possible fees structures that may be charged for consulting services.
- “Item 12 – Brokerage Practices” was updated to reflect current practice with regards to the correction of trade errors.

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## Item 4 – Advisory Business

### Our Firm

Aberdeen Capital Management LLC (“Aberdeen Capital” or “ACM”) is a wholly-owned subsidiary of Aberdeen Asset Management Inc. (“AAMI” or “Aberdeen”). AAMI is headquartered in Philadelphia, Pennsylvania, and is a wholly-owned subsidiary of Aberdeen Asset Management PLC (“Aberdeen PLC”).

As of August 14, 2017, further to the merger with Standard Life plc (the “Merger”), Aberdeen PLC is a wholly owned subsidiary of Standard Life Aberdeen plc (as Standard Life plc was renamed on completion of the Merger), which acts as parent to existing Aberdeen and Standard Life business units. Standard Life Aberdeen plc, an insurance and financial services firm based in Edinburgh, Scotland has three subsidiaries that are registered investment advisers, Standard Life Investments (Corporate Funds) Limited and SL Capital Partners LLP, both based in Edinburgh, and Standard Life Investments (USA) Limited, which has offices in Boston, MA, and Toronto, Ontario. Following the completion of the Merger, the asset management business of Standard Life plc will operate under the name Aberdeen Standard Investments. This document has been updated to reflect the limited integration of the legacy advisory businesses. It is expected that further integration activity will result in material changes requiring updates and delivery of this document. The Merger created an investment business managing, administering and advising approximately £670 billion of assets on behalf of clients and customers globally.

. In addition to AAMI, Aberdeen Asset Management Asia Ltd., Aberdeen Asset Management Ltd., and Aberdeen Asset Managers Ltd. are all wholly owned subsidiaries of Aberdeen PLC. Aberdeen Capital Management LLC, and Arden Asset Management LLC are wholly owned subsidiaries of AAMI. AAMI, Aberdeen Asset Management Asia Ltd., Aberdeen Asset Management Ltd. Aberdeen Asset Managers Ltd., Aberdeen Capital Management LLC, and Arden Asset Management LLC (collectively, “Aberdeen” or “the Advisers”) are registered as investment advisers with the Securities and Exchange Commission (the “SEC”). In rendering investment advisory services, the Advisers may share resources, including personnel and facilities, and research information. The Advisers may also use the resources of other Aberdeen PLC subsidiaries. The Advisers have entered into Memorandums of Understanding and have elected to appoint as associated persons certain individuals who are employed by affiliated offshore unregistered advisers (“Aberdeen Offshore Unregistered Advisers”). These individuals render portfolio management, research and trading services to the Advisers' clients.

AAMI has been registered with the SEC as an investment adviser since 1995 and has offices in: New York, NY; Stamford, CT; Boston, MA; and Toronto, Ontario.

### Advisory Services

AAMI and its subsidiaries (hereto, “Aberdeen”) provide our clients with discretionary and non-discretionary asset management and related services across a broad range of investment strategies and asset classes. AAMI’s business is predominantly the active management of financial assets, using first-hand research to make our investment decisions. Active investment spans equities, fixed income securities, and property. We also offer an alternatives platform, which encompasses multi-manager research, selection and portfolio management for hedge-fund strategies, private equity and debt, property and other real asset investments, along with direct investments in infrastructure projects. We may also serve as a manager of manager, in which circumstance we hire sub-advisers to provide day-to-day securities selection. We are responsible for selecting sub-advisers and determining the portion of a fund’s assets to be allocated to each sub-adviser. Additionally, we have a solutions business that can blend our abilities across different asset classes to provide tailored investment outcomes to meet specific client needs. This can incorporate skills in both quantitative equities and alternatives. See Item 8 (Methods of Analysis, Investment Strategies and Risk of Loss) for additional information regarding our advisory services.

Our investment expertise is delivered through both segregated and pooled products – allowing us to serve a range of clients from institutions to private investors. We offer investment advisory services with regard to investments in both domestic and global securities to a variety of clients, insurance products, and pooled funds, Aberdeen Capital provides a variety of asset management capabilities, including:

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- offering professional money management services for separately managed accounts, which include providing continuous advice to clients based on individual needs concerning the investment of funds and related activities including, but not limited to trading, cash management, and recordkeeping;
- offering investment services to certain limited partnerships and similar private funds;
- 
- offering global and regional fund of funds products (private equity, venture capital, and real assets); and

#### Tailoring Services to Client Needs

We typically manage client accounts on a discretionary basis; however, we will manage client accounts on a non-discretionary basis subject to client instruction.

We make investments for clients in accordance with mutually agreed upon written investment guidelines and provide continuous supervision of client portfolios. Investment services may be tailored for each client's specific needs and objectives, and clients may impose reasonable restrictions on investing in certain securities or types of securities. We have established procedures and controls to help ensure compliance with each client's specific investment guidelines and any client-imposed restrictions.

Where we are the investment adviser to a pooled investment vehicle, investment objectives, guidelines and any investment restrictions are not typically tailored to the needs of individual investors in those vehicles, but rather are described in the prospectus or other relevant offering document for the vehicle. We create and maintain files supporting the rationales for these recommendations. The advisory or sub-advisory fee is subject to negotiation and is fully disclosed to clients. Clients may also receive investment advice on a more limited basis through Consulting Services, including advice on isolated areas of concern such as special projects or a specific topic. Clients wishing to engage Aberdeen for consulting services will be required to enter into a written consulting services agreement and may be subject to additional fees and conditions.

We may, directly or indirectly, and without notice to other investors, enter into "side letter" agreements with certain prospective or existing investors (including investors affiliated with Aberdeen) granting them, among other things, greater portfolio transparency, fee waivers or reductions, future capacity rights in a fund, interests or shares having different voting rights or restrictions, reduced minimum subscription amounts, additional rights to reports and other information and other more favorable terms than the terms that are described in the relevant offering memorandum. The funds that enter into these arrangements have no obligation to offer such differing or additional rights, terms or conditions to all interest holders, and Aberdeen may or may not offer similar differing or additional rights, terms or conditions to other clients in customized discretionary accounts it manages or to non-discretionary accounts to which it provides investment advice. In rare instances where Aberdeen is provided with enhanced portfolio disclosure (including potentially material non-public information concerning the portfolio holdings of an underlying fund pursuant to a confidentiality agreement with the underlying fund or its manager), Aberdeen will not be able to share information concerning such holdings or information or the fact of the existence of such a confidentiality agreement with advisory clients unless specifically authorized to do so by the underlying fund or its manager.

#### Model Delivery/UMA

Aberdeen may provide non-discretionary investment advice whereby Aberdeen provides investment recommendations in the form of a model portfolio to a Sponsor or overlay manager which then utilizes all or part of the model in managing its clients' accounts. Model delivery programs are often referred to as a Unified Managed Accounts ("UMAs").

In such programs, the Sponsor typically charges the client a comprehensive fee, inclusive of the advisory fee charged by Aberdeen together with the fee for all other services being provided by the Sponsor. The Sponsor generally executes client portfolio transactions on behalf of Aberdeen and provides custodial services for the client's assets. Except for execution charges for certain transactions executed away from the Sponsor, clients pay a single, all-inclusive (or "wrap") fee charged by the Sponsor based on the value of the client's account assets for asset management, trade execution, custody, performance monitoring and reporting through the

Sponsor. The wrap fee often, but not always, includes the advisory fees charged by Aberdeen and other participating managers through the program.

The Sponsor typically assists the client in defining the client's investment objectives based on information provided by the client, aids in the selection of one or more investment managers to manage the client's account, and periodically contacts the client to ascertain whether there have been any changes in the client's financial circumstances or objectives that warrant a change in the management of the client's assets. In certain Wrap Programs, the Sponsor contracts with other investment advisers to perform these services. In a Wrap Program, the Sponsor pays the investment advisers, such as Aberdeen Capital, a fee based on the assets of clients invested in the applicable strategy in the Wrap Program. In certain cases, Aberdeen may instead be paid fees based on the size of the total Wrap Program assets under management. Aberdeen may retain a portion of the wrap program fee when it participates as manager in wrap program arrangements.

Wrap fee accounts and other client accounts following a strategy with the same name managed by the same portfolio management team may be managed differently. For example, the Sponsor may impose investment restrictions or administrative requirements upon us in managing accounts that could cause those accounts to be managed differently from other client accounts in the same strategy managed by the same portfolio management team that were not subject to those restrictions or requirements. For example, if a Wrap Fee Program sponsor or client imposes investment restrictions on an account which prohibits investment in a security that is held in the selected strategy, the security may not be replaced with a comparable security and the client's account may be overweight other positions or hold a larger cash position than other clients in that strategy.

Please also see the "Fees and Compensation" and "Brokerage Practices" items of this Brochure for more information on differences between wrap program arrangements and other types of client accounts.

#### Assets under Management

As of September 30, 2016, Aberdeen Capital had approximately \$4.5 billion in assets under management (AUM) on a discretionary basis, and approximately \$110 million in assets under advisement on a non-discretionary basis, and total assets under management/advisement of approximately \$4.6 billion. Aberdeen Capital's assets under management/advisement as of September 30, 2016 equals (i) the approximate sum of the net asset value (i.e., assets minus liabilities) of all of the funds, SEC-registered funds, and customized portfolios described above, as well as (ii) deferred balances payable by the Funds and customized portfolios to Aberdeen Capital and (iii) the reported assets of accounts or vehicles to which Aberdeen Capital provides advice on a non-discretionary basis. As of September 30, 2016 AAMI, including its subsidiaries had approximately \$52 billion in AUM.

## **Item 5 – Fees and Compensation**

Aberdeen's advisory fees are negotiable, and generally vary depending on the services being provided according to the schedule agreed to by the client and included in their investment management agreement. Fee arrangements will vary by client, and are based on a number of different factors, including investment mandate, services performed, and account size. Fees and allocations may be fixed, fixed plus performance or performance only. Please refer to Item 6 of this Brochure for additional information about performance-based fees. Generally, fees are paid monthly or quarterly in arrears based on assets outstanding at the close of each month, quarter or the average of the month-ends within a quarter, or in advance based on assets outstanding at the end of prior month or quarter. We will either invoice clients for these fees, or in certain situations deduct these fees from the client's custody account. In some instances, fee schedules are negotiable and can vary depending on a variety of factors such as the client, size of the account, and the investment strategy selected.

Aberdeen may also charge fees for Consulting Services at an hourly rate. The hourly fees are negotiable and depend upon the needs of the client, complexity of the situation, and experience of the personnel providing services under these arrangements.

We will not generally be required to provide notice to, or obtain the consent of, one client when waiving, reducing or varying fees or modifying other contractual terms with any other client. However, some clients may from time to time seek to negotiate most favored nation ("MFN") clauses in their investment management agreements with Aberdeen. These clauses may require us to notify the MFN client if we subsequently enter into an investment management agreement with another client that offers more favorable pricing or other contractual terms than those currently offered to the MFN client. The applicability of an MFN clause will depend on the degree of similarity between clients, including the type of client, the scope of investment discretion, reporting and other servicing requirements, the amount of assets under management, the fee structure and the particular investment strategy (and therefore the relevant investment adviser) selected by each client. We have sole discretion over whether or not to grant any MFN clause in all circumstances.

All advisory arrangements may be terminated by either party upon prior written notice, according to the termination provisions outlined in the investment management agreement. If a contract is terminated, all advisory fees are subject to a pro-rata adjustment based upon the date of termination. Upon termination of the agreement, any prepaid, unearned fee will be promptly refunded, and any earned, unpaid fees will be due and payable.

**For our standard segregated and/or commingled account fee schedules for U.S. clients and investors, please refer to Appendix A of this brochure.**

### Registered Fund Fees

With respect to U.S. SEC registered open-end and closed-end funds advised or sub-advised by Aberdeen, each fund's prospectus sets forth the applicable fees and expenses. On an annual basis, each Registered Fund's Board of Directors/Trustees (the "Board"), including the independent Board members, considers renewal of the Registered Fund's investment management services agreement, including the advisory fee paid by the Registered Fund to the investment manager. These fees are typically higher than the representative fee schedules shown in Appendix A.

Because the Aberdeen U.S. SEC registered multi-asset funds (for purposes of this paragraph, each, a "Fund" and collectively, the "Funds") invest in other registered investment companies, each Fund will bear its proportionate share of any management fees paid by a registered investment company in which the Funds invest in addition to the advisory fee paid by the Fund to Aberdeen.

### Sub-advised Mutual Funds and Other Pooled Vehicle Fees

We serve in a sub-advisory capacity for U.S. and offshore investment companies both registered and unregistered that are managed by third parties. Fees for such services are negotiated with the manager, and may be set forth in the fund's registration statement or other similar offering document.

### Collective Investment Trust Fees

We serve as investment adviser to Collective Investment Trusts (“CIT”) and receive a management fee from the trustee for such services. The trustee fee rates paid by investors in these collective funds may be equal to, exceed, or be lower than fees for other similarly managed products. Additionally, the trustee may separately negotiate “side letters” with certain investors without applying terms negotiated with such investors, including terms relating to fees, to all investors in the CIT in accordance with applicable law.

### Wrap Programs

Aberdeen may participate in arrangements where it provides a model portfolio to clients but does not exercise investment discretion or trade in the account, including, but not limited to, those with unified managed accounts (“UMAs”) of Wrap Program Sponsors. Aberdeen’s actual fees, minimum fees, and minimum account sizes may be negotiable, and in arrangements where it provides a model portfolio, may be lower than those for providing investment advisory services where it has full discretion, depending on the circumstances.

Payment of a bundled asset-based wrap fee may or may not produce accounting, bookkeeping, or income tax results better than those resulting from the separate payment of securities commissions and other execution costs on a trade-by-trade basis and advisory fees.

Clients should contact their program Sponsor for more information on the fees payable to Aberdeen in connection with such program.

### Private Equity Funds

Investors and prospective investors should review the confidential private placement memorandum, limited partnership agreement and other governing documents (collectively, the “Governing Documents”) of each Private Equity Fund in conjunction with this brochure for complete information on the fees and compensation payable with respect to that particular Private Equity Fund. “Private Equity Funds” include private equity, venture capital and real assets funds-of-funds. Different Private Equity Funds and advisory accounts may be subject to different management fees and performance-based compensation arrangements. In certain circumstances, the advisory fees payable to Aberdeen by individual investors may be negotiable and/or waived. Investors and prospective investors in each Private Equity Fund should note that similar advisory services may (or may not) be available from other investment advisers for similar or lower fees.

Fees charged by Aberdeen to separate account or investment advisory clients vary from client to client depending on the type, size and complexity of the client account. In general, such fees may include a management fee (which is generally calculated as a percentage of the notional value of the separate account portfolio or client commitment) and/or a performance-based compensation arrangement.

Aberdeen is authorized under the Governing Documents to charge and deduct advisory fees directly from the assets of the Private Equity Funds. Payments of advisory fees are generally made quarterly in advance and in accordance with the terms set forth in the Governing Documents. Please refer to the Governing Documents of each of the Private Equity Funds for complete information on the timing of advisory fee payments.

Aberdeen will typically charge and deduct advisory fees directly from its separate account or investment advisory clients pursuant to the contracts entered into with such clients. Payments of advisory fees will generally be made quarterly in advance and in accordance with the terms of such contracts. Upon termination of any client advisory relationship with Aberdeen any prepaid, unearned advisory fees will be promptly refunded to the client and any earned, unpaid fees will be due and payable.

In addition to the advisory fees and performance-based compensation payable to Aberdeen, each client invested in certain Private Equity Funds will generally incur certain charges imposed by third parties, including (but not limited to): legal, auditing, consulting, financing, accounting (including, without limitation, accounting software), independent appraisal, valuation, administration and custodian fees and expenses; expenses associated with preparing, printing and distributing communications and reports to investors and monitoring Private Equity Fund portfolio activity, including the Private Equity Funds’ financial statements, tax returns and K-1s (including, third party expenses in connection with tax preparation, financial statements and other accounting or similar administrative functions); costs of developing, licensing,



implementing, maintaining or upgrading any web portal, extranet tools, computer software or other administrative or reporting tools (including subscription-based services) for the benefit of the Private Equity Fund or investors; out-of-pocket expenses incurred in connection with transactions not consummated; expenses of the Private Equity Fund's Advisory Board (including, without limitation, its independent legal counsel and/or other consultants as permitted pursuant to the relevant Private Equity Fund's Governing Documents) and annual or special meetings of the Private Equity Funds' and/or their limited partners (including, without limitation, travel -related expenses, setup, room and board, dining and entertainment and other related expenses in connection with attendance with the foregoing); premiums for insurance (including director and officer liability) obtained by a Private Equity Fund to protect such Private Equity Fund, its general partner, and/or any of their affiliates, directors, officers, employees or agents in connection with the activities of the Private Equity Fund; fees, costs and expenses incurred in connection with the Private Equity Funds' legal and regulatory compliance with U.S. federal, state, local, non-U.S. or other law or regulation (including, for example, Form PF); Foreign Account Reporting Regimes, the AIFM Directive, and the preparation and administration of any reports, disclosures, filings or notifications prepared in accordance with the foregoing) or in connection with complying with provisions of the Private Equity Funds' Governing Documents or any side letter or similar agreements; interest on, and fees and expenses arising out of, all borrowings made by the Private Equity Funds and entities formed to facilitate investments, including, but not limited to, the costs and expenses incurred in arranging, negotiating, structuring, entering into and amending any credit facility and of any lenders, investment banks and other financing sources; other expenses associated with the investigation, evaluation, acquisition, holding or disposition of investments, including extraordinary expenses (such as litigation or threatened litigation involving the client or the general partner of a Private Equity Fund and its affiliates or investigations undertaken by governmental entities, if any), costs of attending meetings of investments and/or with representatives thereof and travel-related expenses in connection with the foregoing; any other extraordinary expense of the Private Equity Funds, including fees and expenses associated with any pending or threatened litigation, audit, investigation, administrative or other proceedings, settlement or review of the business or activities of the Private Equity Funds and certain indemnification expense or liability relating to the Private Equity Funds' affairs; any taxes, fees or other governmental charges levied against the client or the separate account vehicle; certain organizational expenses (as described below); bank service fees, investment banking fees, registration fees and expenses, commissions or brokerage fees, financing fees, finders' fees or similar charges incurred in connection with the purchase and sale of securities; expenses incurred in connection with the managed distribution of marketable securities; public notice costs; taxes assessed against the client or the general partner of a Private Equity Fund in respect of advisory fees (e.g., any sales or value added tax on services, should such a tax become applicable); and costs of dissolving and liquidating a Private Equity Fund (or a separate account vehicle).

Organizational expenses for which a Private Equity Fund may be responsible include any fees, costs, or expenses incurred by the Private Equity Fund's general partner, Service Provider, or affiliate thereof, the Private Equity Fund and any parallel fund, or entity related to the Private Equity Fund or parallel fund, but only to the extent that such items are attributable to the organization of such Private Equity Fund, parallel fund, or any entity related to such Private Equity Fund or any parallel fund (including but not limited to the Private Equity Fund's general partner), or the offer of and sale of interests in such Private Equity Fund or any parallel fund to the investors or prospective investors of such funds, including, without limitation, costs, or expense relating to reasonable travel, legal fees and expenses relating to organizational and Governing Documents, prospectuses, diligence responses, disclosure documents, legal opinions, side letters and similar agreements, consulting or other advice needed as a result of making funds available to investors outside of the United States, accounting fees and expenses, any costs and expenses relating to compliance with the AIFM Directive, printing fees and expenses, and filing fees.

In addition, each private investment fund in which a Private Equity Fund, a separate account client or an investment advisory client acquires an interest will generally pay advisory fees, performance-based compensation and/or other fees and expenses to an investment adviser and/or general partner that are not affiliated with Aberdeen. Compensation and expenses paid to Aberdeen, as the case may be, for investment advisory services are separate and distinct from the advisory fees, performance - based compensation and expenses charged by the independent investment advisers or general partners of the private investment funds in which Private Equity Funds, separate account clients or investment advisory clients invest.

Certain Private Equity Funds may offer to provide investors with liquidity at the tail-end of a Fund's life by offering investors the opportunity to sell their interests to prospective secondary private equity investors ("Prospective Buyers"). This process is referred to as a "tail-end sale." The offer comes after Aberdeen's consultation with the Fund's Advisory Board and a bidding process for Prospective Buyers by Aberdeen. Any sales price is expected to be at a discount to NAV of the Fund but will depend on a number of factors, including market demand. In general, as a condition to participating in a tail-end sale, Aberdeen and each Prospective Buyer agrees that, pursuant to terms that may amend or modify the Fund's Governing Documents, Aberdeen may charge and allocate, solely to the Prospective Buyers, a per annum management fee based on the fair market value of the Prospective Buyer's acquired interests (the "Secondary Buyer Fee"). Any Secondary Buyer Fee will be borne solely by the Prospective Buyer and will not be borne by any investor choosing not to sell its interest. Proportionate expenses incurred by the Private Equity Fund and the general partner in the transaction may be borne by the selling investor. Investors are not required to sell their interests and may elect to continue to hold their interest in the Private Equity Fund without material change to their rights under the Governing Documents. The specific terms and conditions of any prospective tail-end sale will be disclosed in advance to all investors.

This arrangement may create an incentive for Aberdeen to promote a tail-end sale to Prospective Buyers. However, Aberdeen makes no recommendations to clients on whether or not to participate in the tail-end sale. For investors seeking liquidity, we believe a tail-end sale is a useful mechanism by which such investor may receive liquidity in a timely and cost efficient manner without the need to seek offers on the secondary market. For investors seeking to retain their economic exposure to the Private Equity Fund, the tail-end sale is optional, allowing them to decline to participate or to continue to potentially benefit from realizations of the underlying portfolio funds.

Neither Aberdeen Capital nor any of its affiliates receive any compensation as broker or agent for the sale of securities or other investment products to any Private Equity Fund, separate account client or investment advisory client. Please refer to the subsection titled "*Economic Benefits Received from Third Parties*" in Item 14 below for information on other types of compensation that Aberdeen may receive with respect to investments by the Private Equity Funds or separate account clients.

#### Hedge Funds

Investors and prospective investors should review the Governing Documents of each Hedge Fund in conjunction with this brochure for complete information on the fees and compensation payable with respect to that particular Hedge Fund. Different Hedge Funds and advisory accounts may be subject to different management fees and performance-based compensation arrangements. In certain circumstances, the advisory fees payable to Aberdeen by individual investors may be negotiable and/or waived.

Aberdeen is authorized under the Governing Documents to charge and deduct advisory fees directly from the assets of the Hedge Funds. Payments of advisory fees are made in accordance with the terms set forth in the Governing Documents. Please refer to the Governing Documents of each of the Hedge Funds for complete information on the timing of advisory fee payments.

Management fees are generally paid quarterly in arrears, are tiered in some cases based upon the net assets under management for the Hedge Fund or account, are subject to breakpoint discounts in some cases based upon capital under management by Aberdeen, and are generally up to 2.00% annually, as described in the relevant Governing Documents. The formulas for calculation of performance-based compensation arrangements vary by Hedge Fund but are generally up to 15% of investment performance, subject to a hurdle rate and/or loss, carry forward in some cases, as described in the relevant Governing Documents. Unless otherwise noted in the Governing Document, performance-based compensation is generally assessed and payable at the end of each calendar quarter. Such management and performance-based compensation is calculated after application of underlying manager fees and expenses. As described below, Aberdeen provides services to Hedge Funds, that invest in other investment vehicles ("underlying funds") whose managers ("underlying managers") typically charge: (i) an asset-based fee (that generally is in the range of 1% to 2% annually) and (ii) a profits-based fee (that generally is approximately 20%), and in some cases higher rates, and which fee rates vary for each such underlying fund. Additionally, the Aberdeen's fees do not include the expenses of any service providers hired by the Hedge Funds and/or any operating and overhead expense reimbursements paid to Aberdeen and do not include expenses indirectly borne through

investments in underlying funds or customized portfolios. Each Hedge Fund sets forth any such additional operational expenses in the relevant Governing Documents.

Factors Aberdeen may consider in negotiating fees or other terms to which any investor may be subject may include, without limitation, the nature of the services required, the extent of reporting or other administrative services required, the type of assets invested, the amount of assets invested, Aberdeen's prior relationship with the applicable investor or its affiliates, other investments with Aberdeen by the applicable investor or its affiliates, the other terms to which the investor's investment with Aberdeen would be subject and the impact such special terms might have on other investors.

#### Other Fees

Aberdeen may have different fee schedules for products and services offered in other jurisdictions outside of the U.S.

We examine fee ranges and average fees using comparative universes. Terms are negotiated on a case by case basis.

In addition to the advisory fees discussed above, clients may incur additional fees related to the services we provide. Clients may incur the fees and expenses charged by the custodian of client assets managed by us, as well as brokerage and other transaction costs associated with securities trades that we order on behalf of the assets in a client account.

We occasionally invest client assets in shares of open-end and closed-end investment companies and unregistered commingled funds which we or an affiliate may also advise. As a shareholder of a fund, a client may be subject to advisory fees (and other expenses) at the fund level in addition to fees charged to the advised account. To the extent that we invest client assets in affiliated funds, we will ensure that clients are not double-charged advisory fees.

For an additional discussion of brokerage and other transaction costs, please refer to Item 12 - Brokerage Practices of this Brochure.

## **Item 6 – Performance-Based Fees and Side-by-Side Management**

We sometimes enter into agreements for performance-based fees with qualified clients. This may result in instances in which a portfolio manager concurrently manages accounts with different fee structures for the same strategy. This is referred to as “side-by-side” portfolio management and, in these instances, we will not determine allocations based on whether we are participating in a trade or on the fee structure of the managed accounts participating in the trade. Furthermore, we may seed investment vehicles and make co-investments along with clients invested in property funds, direct property investments, or other private fund investments.

The potential management of different types of accounts and accounts with different fee arrangements (“side-by-side” management) may give rise to potential conflicts of interest. Registered funds, for example, generally pay management fees based on a fixed percentage of assets under management, while separate accounts and private funds potentially may have more varied fee structures, including performance-based incentives. Where performance is good, performance-based fee clients may be charged fees higher than the industry standard. We may have a material incentive to favor certain, more lucrative accounts over those that may be less lucrative. Additionally, we may have a material incentive to favor accounts in which we, or our affiliates, have significant proprietary interest. For example, we have an incentive to allocate better-performing securities to those accounts subject to performance fees rather than to those which are not. These performance fees may also incentivize the portfolio manager to take riskier positions than would have otherwise been initiated. Additionally, the calculation of performance fees is based upon a number of factors both within and out of our control. To mitigate these conflicts, we have adopted policies and procedures to ensure that investment decisions are made based in the best interests of our clients and without consideration of our financial interests.

To address such potential conflicts of interest, Aberdeen has adopted procedures and policies designed to:

- Identify practices that may potentially favor actively managed accounts in which an Investment Manager has an ownership and/or a greater pecuniary interest over actively managed accounts in which the Investment Manager has no ownership and/or a lesser pecuniary interest;
- Prevent the Investment Manager and Covered Persons (as defined in Aberdeen’s Code of Ethics, discussed below) from inappropriately favoring some clients over others;
- Detect potential violations of such policies and procedures;
- Provide a process to review requests for waivers; and
- Promptly resolve any actual violations detected.

Portfolio Managers cannot trade in conflict with themselves – specifically, across same strategy accounts that they manage. Portfolio Managers are prohibited from taking an ‘inconsistent position’ or placing an ‘inconsistent order’ in or for same strategy accounts that they manage without prior approval from the Department Head, provided such position does not represent a conflict of interest. Generally, Portfolio Managers are prohibited from holding the same security long in some accounts and short in others, unless they are materially underweight in a long only account that must hold that security at some level for benchmark tracking purposes (as this would not appear to represent a conflict of interest). Portfolio Managers may, however make different investment decisions for the same security or credit for different strategies they manage, as appropriate.

In the event that a potential conflict of interest is identified, the Department Head and the Compliance Department will discuss the conflict and take appropriate corrective action. Compliance will also review the procedures in such instances to ensure that they are appropriately crafted to identify similar future conflicts of interest.

From time to time, Aberdeen, its directors, officers, employees or affiliates (“affiliated persons”) may, directly or indirectly, have interests in securities owned by or recommended to our clients. As these situations may represent a potential conflict of interest, we have adopted a Code of Ethics (“Code”) in compliance with the requirements of Rule 17j-1 adopted under the 1940 Act and Sections 204A and 206 of the Investment Advisers Act of 1940, as amended (the “Advisers Act”), to govern personal transactions by directors, officers, and advisory personnel of Aberdeen (“Access Persons”). For further detail on Aberdeen’s Code, please refer to Item 11 of this Brochure.

We also monitor for conflicts by implementing “best execution” trading procedures and reviewing account allocation and performance.

Aberdeen, as general partner of certain Private Equity Funds, Hedge Funds, or adviser to a separate account or investment advisory client, will typically receive certain allocations or fees calculated and charged based on a share of capital gains on or capital appreciation of the assets of the Private Equity Fund, separate account client or investment advisory client. These performance-based allocation arrangements comply with Rule 205-3 under the Advisers Act. Any share of profits paid to Aberdeen, or the general partners of the Private Equity Funds or Hedge Funds, is separate and distinct from the advisory fees charged by Aberdeen for advisory services. Performance-based allocation arrangements received by Aberdeen may create an incentive for Aberdeen to recommend investments that may be riskier or more speculative than those that would be recommended under a different fee arrangement. In addition to Performance-Based fees paid to the Adviser, the Funds may cover operating and organizational expenses of the Adviser, as detailed in Item 5 above. Please refer to the Governing Documents of the applicable Private Equity Fund or Hedge Fund (or the investment advisory agreement of the applicable separate account client) for complete information on the performance-based compensation arrangements entered into with respect to such client.

Aberdeen may provide concurrent advisory services to client accounts that are not charged a performance-based fee or allocation by Aberdeen’s related persons and client accounts that are charged a performance-based fee or allocation by a related person of Aberdeen. Aberdeen may also provide concurrent advisory services to Private Equity Funds, Hedge Funds, and/or separate account or investment advisory clients that are charged different performance-based fees or allocations and, in certain cases, Aberdeen may only be permitted to take a performance-based fee or allocation from a Private Equity Fund, Hedge Funds, or separate account client or investment advisory client after the applicable investors or client received a preferred return on their committed or contributed capital. Additionally, the General Partner may, in its discretion, agree to special terms regarding carried interest with respect to certain Partners including, without limitation, Aberdeen employees, Aberdeen affiliates, and certain Limited Partners with significant capital commitments to the Fund. As a result, the potential for Aberdeen’s related persons to receive different fees or allocations from performance-based accounts creates a potential conflict of interest with respect to the allocation of investment opportunities because Aberdeen may have an incentive to direct the best investment ideas to, or to allocate investments in favor of, the account that pays a more favorable performance fee or allocation.

To mitigate this potential conflict of interest, allocation of commitments and investment decisions with respect to investment opportunities are made by Aberdeen for all Private Equity Funds, Hedge Funds, and separate account and investment advisory clients in accordance with Aberdeen’s investment allocation policy. With respect to investment opportunities that are appropriate for more than one Aberdeen client (including a Fund and/or a separate account or investment advisory client), Aberdeen’s investment allocation policy takes into account multiple criteria, including (but not limited to) the investment objectives and strategies of each applicable client, differences with respect to the available capital, size, and remaining life of the applicable clients, differences in risk profile at the time the opportunity becomes available, potential conflicts of interest, the nature of the security or the transaction, and current and anticipated market conditions. In the event the investment opportunity is suitable for more than one Aberdeen client, Aberdeen will derive an allocation that, over a period of time, is fair and equitable to each applicable client relative to other clients, taking into account all relevant facts and circumstances. Prospective investors should refer to the Governing Documents of the Private Equity Funds or Hedge Funds for more details on investment allocation decisions among the Private Equity Funds or Hedge Funds.

## **Item 7 – Types of Clients**

### Clients

Our client base comprises a variety of institutional clients, including corporate plans, non-profit organizations, public plans, governments, private investors, multi-employer plans, financial institutions, intermediaries, sub-advised funds and pooled investment vehicles, encompassing both affiliated and unaffiliated U.S. and non-U.S. registered funds and U.S. and non-U.S. unregistered funds, among others. The requirements for opening any account will vary depending on the type of product and type of client. We have minimum account size requirements for certain accounts which may be waived at our discretion. Please refer to Item 5 of this Brochure for additional information on minimum account size requirements.

### Privacy Policy

We recognize and respect the privacy concerns of our customers. We are strongly committed to protecting the privacy of client information and will not disclose any non-public personal information about our customers or former customers to anyone, except as permitted by law. In order to service your account and effect your transactions, we may provide your personal information to our affiliates and to financial service providers that assist us in servicing your account and have a need for such information, such as a broker-dealer, custodian or administrator. We may also provide client information to a third party in situations where clients have given us consent to do so, at the request of a regulator or where we are required to disclose the information by law or regulation. We require third-party service providers and financial institutions with which we have joint marketing arrangements to protect the confidentiality of your information and to use the information only for the purposes for which we disclose the information to them. We maintain physical, electronic and procedural safeguards that comply with federal standards to guard your non-public personal information. We have adopted privacy policies and procedures that are designed to prevent the unauthorized disclosure and use of client non-public personal information.

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

### **Methods of Analysis and Investment Strategies**

We utilize various investment approaches when managing discretionary client accounts and providing recommendations to non-discretionary clients. We have described below the various methods of analysis and investment strategies offered by Aberdeen Capital, as well as the primary risks associated with the investment strategies.

### **Alternative Investments**

Alternatives include multi-manager investments in liquid strategies (such as hedge funds); private markets (such as private equity and venture capital) and real assets (such as property multi-manager). The division also includes direct investing Infrastructure capabilities in Infrastructure, and Property.

#### **Multi-Manager Alternatives**

Through our Alternatives fund portfolios, we seek to provide attractive risk-adjusted returns. We do this through a focus on robust fundamental research. We have structured our multi-manager alternatives business around three investment desks: hedge funds, private equity and property. Each desk focusses on strategy research, manager selection and portfolio management in its area. Our goal is to fully understand the dynamics of different alternative strategies, sub-strategies and asset classes and to excel in identifying the best in-class managers.

We aim to deliver attractive risk-adjusted returns by identifying and understanding the dynamics and characteristics of various alternative investment strategies, along with their associated risks, and allocating to them within our clients' portfolios according to each portfolio's objectives and constraints. We review our opinions continually and, over time, we adjust allocations to reflect our evolving thinking on the investment environment. We have integrated risk management at manager selection and portfolio analytics stages and we manage risk using a combination of qualitative and quantitative techniques.

Identifying best in class managers requires diligent analysis of a combination of factors, including investment style, performance, volatility, and investment and operational infrastructure. Our manager selection philosophy is based on proactive sourcing and in-depth analysis, through which we seek to identify quality and build high conviction views. Through our proactive sourcing, we actively seek alternative investment opportunities, many of which may not be widely available. We seek well-resourced and specialist/niche managers with expertise in defined segments such as a particular geography or sector, and a track record over different market cycles. Our in-depth analysis helps us identify attractive investment opportunities and effectively negotiate with fund managers. With our emphasis on quality, we prioritize investment performance and high-quality service in both our work and the work of managers we select. Regardless of the attractiveness of a proposition, however, we will not typically invest in funds for which we cannot conduct a full risk assessment.

We believe our systematic approach to screening, combined with a bottom-up, qualitative focus allows us to select higher-quality managers from a wide universe. This approach is complemented by our top-down strategic allocation process, which considers investment themes and drivers and their impact on the various stages, geographies and sectors of the markets in which we invest. The allocation process provides us with an objective portfolio construction framework and, when combined with directed research within the team, identifies investment themes, opportunities and hazards. For liquid strategies, we apply further quantitative rigor into our analysis and optimization in portfolio construction. This is done in conjunction with the portfolio analytics team in our Investment Solutions division.

Each of the multi-manager alternative investments desks operates its own Investment Committee where manager selection recommendations are considered for approval and strategy views are discussed and agreed. Each investment team undertakes thorough due diligence and provides detailed reports to the relevant committee when seeking such approvals. These approvals feed into our global buy list of third party

alternative managers and funds. When considering private market investments (e.g. private equity and private real estate funds) each fund goes through a number of screening stages, with the assistance of various proprietary systems, including deal-flow, fund cash-flow modeling and portfolio analysis, before being considered for approval by the relevant Investment Committee.

All investments require the support of our independent the operational due diligence team, who conduct a detailed assessment of the operational infrastructure of any fund in which we recommend investment.

Where client portfolios invest across multiple investment styles, an overarching Pan-Alternatives Investment Committee oversees allocations and ratifies recommendations.

We manage portfolios over the period of a fund's ownership to safeguard the fund's investments and to maximize returns to investors. The General Partner will, with assistance of the investment advisor to the Fund (as necessary), take a proactive management approach to the Portfolio.

### **Investment Strategy Risks**

As with any investment, there is no guarantee that a portfolio will achieve its investment objective. Investing in securities involves risk of loss that clients should be prepared to bear. However, clients should be aware that not all of the risks listed below will pertain to every account as certain risks may only apply to certain strategies. It is not possible to identify all of the risks associated with investing and the particular risks applicable to a client account will depend on the nature of the account, its investment strategy or strategies and the types of securities held. Given the volume of new rules and regulations in the industry, we are continuously reviewing the application of our risks.

While we seek to manage accounts so that risks are appropriate to the strategy, it is often not possible or desirable to fully mitigate risks. Any investment includes the risk of loss and there can be no guarantee that a particular level of return will be achieved. Clients and other investors should understand that they could lose some or all of their investment and should be prepared to bear the risk of such potential losses. Clients and other investors should read carefully all applicable informational materials and offering/Governing Documents, including offering memorandums and prospectuses prior to retaining Aberdeen to manage an account or investing in any Aberdeen investment product.

Clients and other investors should be aware that while Aberdeen does not limit its advice to particular types of investments, mandates may be limited to certain types of securities or to the recommendation of investment advisers or managed funds, and may not be diversified. The accounts managed by Aberdeen are generally not intended to provide a complete investment program for a client or investor. Clients and other investors are responsible for appropriately diversifying their assets to guard against the risk of loss.

Below is a summary of the material risks associated with Aberdeen Capital's significant strategies and methods of analysis. Not all possible risks are described below.

**Allocation Risk** – The allocation among different investment opportunities may have a significant effect on a portfolio's value when one of these investments is performing more poorly than others. There will be transaction costs which may be significant over time because both the direct investments and derivative positions will be adjusted periodically to reflect our view of market and economic conditions. In addition, there is a risk that certain allocation decisions may not achieve the desired results and, consequently, a portfolio may incur losses.

**Borrowing Risk** – Borrowing creates leverage. The use of leverage may subject investments to additional risk and could magnify losses. It also adds to any given portfolio expenses, and at times could effectively force a portfolio to sell securities when it otherwise might not want to do so.

**Business Continuity Risk** – We have adopted a business continuity plan to maintain critical functions in the event of a partial or total building outage affecting our offices or a technical problem affecting applications, data centers or networks. The plan is designed to limit the impact on clients from any business interruption or



disaster, including those related to third party service providers. Nevertheless, our ability to conduct business may be curtailed by a disruption in the infrastructure that supports our operations and the regions in which our offices are located. While Aberdeen and its service providers have established business continuity plans in the event of, and risk management systems to prevent, such incidents, there are inherent limitations in such plans and systems, including the possibility that certain risks have not been identified.

Business and Regulatory Risk – Legal, tax and regulatory changes may occur in the future that may adversely affect investors. The effects of any future regulatory change are impossible to predict and could have substantial adverse effects on both investors and investment strategies.

Cash Flow Risk – The yields available from equity investments in real estate depend in large part on the amount of income generated and expenses incurred. If the investments do not generate revenues sufficient to meet operating expenses, including debt service, tenant improvements, leasing commissions and other capital expenditures, clients may be required to fund or borrow additional amounts to cover fixed costs, and the cash flow of such client account (and, with respect to investment funds, its ability to make distributions to shareholders) will be adversely affected. Although each client will be investing in a range of investments, all real estate investments are speculative in nature and the possibility of partial or total loss of capital exists.

Changes in Underlying Managers – It is expected that in the instance of the redemption of assets or termination of an underlying manager, the resultant assets and cash proceeds will be invested with a replacement underlying manager. This could result in increased turnover rates and higher corresponding brokerage fees and commissions.

Co-Investment Opportunities – With respect to Private Equity Funds, from time to time, Aberdeen may offer co-investment opportunities to its clients in its sole discretion. Aberdeen is not expected to offer co-investment with respect to all of a Private Equity Fund's investments, and may allocate any such opportunities in its sole discretion, including for example, on the basis of the size of investor commitments to the funds, vehicles, and separately managed accounts. The allocation of co-investment opportunities may involve a benefit to Aberdeen including, without limitation, fees or carried interest from the co-investment opportunity and capital commitments to other Private Equity Funds. Aberdeen may form committed co-investment vehicles both during and following a Private Equity Fund's fundraising period to participate alongside a Private Equity Fund in investment opportunities that Aberdeen has determined in good faith exceed prudent diversification levels for such fund. The capital committed to such co-investment vehicles would not be included in the overall size limitation on a Private Equity Fund's investment program.

Collateralized Loan Obligations ("CLOs") — CLOs are trusts or other special purpose entities that are backed by a pool of loans. Such loans may include domestic and foreign senior secured loans, senior unsecured loans and subordinate corporate loans, some of which may be below investment grade or equivalent unrated loans. CLOs issue classes or "tranches" that vary in risk and yield, and may experience substantial losses due to actual defaults, decrease of market value due to collateral defaults and disappearance of subordinate tranches, market anticipation of defaults, and investor aversion to CLO securities as a class. The risks of CLOs depend largely on the type of the underlying loans and the tranche of CLOs in which the client invests. In addition, CLOs carry risks including interest rate risk, credit risks and default risk. Certain CLOs may not hold loans directly, but rather, use derivatives such as swaps to create "synthetic" exposure to the collateral pool of loans.

Commitment Strategy Risks – With respect to private equity funds, Aberdeen may expect certain funds to draw down less capital than a client has committed to those funds. If the relevant Aberdeen related person decides it is in the best interest of the client to fully deploy the total capital commitments of the client, such Aberdeen related person may make aggregate commitments to funds that exceed the aggregate capital commitments of the client. Although Aberdeen and its affiliates will monitor cash flow projections closely, there can be no assurance that any client will be able to meet all of its commitments to the funds or otherwise successfully implement its commitment strategy. If a client is not able to meet all of its commitments to the funds, such client may be subject to penalties arising under the terms of its contractual commitments with respect to its investment in funds, including, without limitation, being required to sell its interest in a fund or forfeiting a portion of its investment in an investment fund. In such cases, the client's return from such fund could be materially lower than it would have been had the client been able to meet all of its commitments.

Competitive Investment Environment – The activity of identifying, completing and realizing venture capital, private equity and real assets investments is highly competitive and involves a high degree of uncertainty. We may, at times, be in competition with other funds and managers with similar investment objectives for the acquisition of the same targets. This may have adverse effects on investment objectives and returns and, at times, may result in not being able to enter, even partially, into a targeted investment position.

Conflicts of Interest – Due to the structure of Aberdeen, it is possible that we may hold or trade the same securities and instruments as our underlying fund managers in which we invest. Additionally, we may utilize similar techniques and strategies as those adopted by our underlying fund managers. As a result, we may directly or indirectly compete with our underlying managers and investment vehicles on an “arm’s length” basis. In the event that knowledge of a conflict of interest does arise, we will endeavor to ensure that it is resolved fairly and at arm’s length.

Convertible Bond Arbitrage – Underlying fund managers may engage in convertible bond arbitrage and the positions intended to offset one another may not move as expected. In addition to the risks associated with fixed income, these types of strategies have risks associated with equity investments. Although the underlying fund manager is expected to hedge all equity exposure, there can be no assurance that such exposures won’t exist or that such hedges will be effective.

Concentration Risk – The risk that if a portfolio concentrates its investments in issuers within the same country, state, industry or economic sector, an adverse economic, business or political development may affect the value of the portfolio’s investments more than if its investments were not so concentrated.

Counterparty Risk – A portfolio may be exposed to the credit risk of counterparties with which, or the brokers, dealers, custodians and exchanges through which, it deals in connection with the investment of its assets, whether engaged in exchange-traded or off-exchange transactions.

Cross-Class Liabilities – If the investment vehicle held by an underlying manager offers multiple share classes, there is the potential that losses in a share class not held may have an adverse effect on its NAV.

Currency Risk – Fluctuations in currency exchange rates may negatively affect the value of your portfolio’s investments or reduce its returns.

Cyber Security Risk – Aberdeen, like all companies, may be susceptible to operational and information security risks. Breaches in cyber security include, among other behaviours, stealing or corrupting data maintained online or digitally, denial of service attacks on websites, the unauthorized release of confidential information or various other forms of cyber-attacks. Cyber security failures or breaches of Aberdeen or its service providers or the issuers of securities in which Aberdeen invest have the ability to cause disruptions and impact business operations, potentially resulting in financial losses, the inability of Aberdeen’s clients to transact business, violations of applicable privacy and other laws, regulatory fines, penalties, reputational damage, reimbursement or other compensation costs, and/or additional compliance costs. Aberdeen and its clients could be negatively impacted as a result.

Derivatives Risk – Derivatives are financial instruments that have a value which depends upon, or is derived from, the value of something else, such as one or more underlying securities, pools of securities, options, futures, indexes or currencies. Derivatives may be illiquid, difficult to price, and leveraged so that small changes may produce disproportionate losses for your portfolio, and may be subject to counterparty risk to a greater degree than more traditional investments. Because of their complex nature, some derivatives may not perform as intended. As a result, your portfolio may not realize the anticipated benefits from a derivative it holds or it may realize losses.

Gains or losses involving derivative instruments may be substantial, because a relatively small price movement in the underlying security(ies), instrument, currency or index may result in a substantial gain or loss. Derivatives will typically increase exposure to the principal risks to which the Fund is otherwise exposed, and the following additional risks:

- Counterparty credit risk – A counterparty to the derivative instrument becomes bankrupt, insolvent, enters administration, liquidates or otherwise fails to perform its obligations due to financial difficulties, and the Fund may obtain no recovery of its investment or may only obtain a limited recovery, and any recovery may be delayed.
- Hedging risk – derivative instruments used to hedge against an opposite position may offset losses, but they may also offset gains.
- Correlation risk – There may be an incomplete correlation between the hedge and the opposite position, which may result in increased or unanticipated losses.
- Liquidity risk – An instrument may be difficult or impossible to sell or terminate, which may cause the client to be in a position to do something we would not otherwise choose, including accepting a lower price for the derivative instrument, selling other investments or forgoing another, more appealing investment opportunity.
- Leverage risk – Losses from the derivative instrument may be greater than the amount invested in the derivative instrument.

Deterioration of Market Conditions – In the case of extreme and continued market disruptions, attractive investment returns may be adversely affected. Continued market disruption or deterioration of market conditions and uncertainty could result in decreases in the market values of existing or potential investments. Additionally, liquidity may be affected, resulting in the inability to sell or liquidate investments at favorable times or prices. These circumstances may adversely impact the ability to meet investment objectives.

Dilution Levy Risk – Investment in underlying funds may subject the investor to dilution levies, which are fees charged by fund managers on investors buying and selling units in a fund. These fees may be applied at any combination of the purchase and sale of a unit and may have adverse effects on the returns of the investment.

Distressed Investments – Underlying fund managers may invest in securities and obligations of companies that are experiencing financial or business difficulties, including companies involved in bankruptcy or other reorganization and liquidation proceedings. These investments involve a substantial degree of risk and may not compensate investors adequately for the risks they assume. Due to the degree of complexity and unpredictability of bankruptcy and other insolvency proceedings, investors may be adversely affected.

Due Diligence Process – The due diligence process that we intend to undertake may not reveal all material facts or circumstances. Any due diligence process involves subjective analysis and there can be no assurance that this process will reveal all issues related to the potential allocation of assets to underlying fund managers.

Effect of Substantial Redemptions – Occasionally, investors may make large redemptions or purchases in fund, which may cause the fund to have to sell securities or invest additional cash. These transactions may adversely affect the fund's performance and increase transaction costs. In addition, for fund-of-funds, redemptions by investors in the underlying funds held by a strategy within a short period of time may require the underlying fund manager to liquidate positions more rapidly than desired. This may lead to a reduction in value of the underlying funds' assets or a disruption of the investment strategy. Additionally, this may lead to an increase in the concentration of the underlying funds in illiquid assets which could, in turn, reduce the liquidity of the shareholder's position.

Event Arbitrage – Arbitrage opportunities may exist in securities which are subject to tender offers, exchange offers, mergers, liquidations, reorganizations, bankruptcies or other extraordinary corporate transactions. Although it is expected that the underlying fund managers hedge such exposures, there can be no guarantee that these hedges will either be in place or be effective.

Emerging Markets Risk – Foreign investment risk may be particularly high if a portfolio invests in emerging market securities that are economically tied to countries with developing economies. These securities may present market, credit, currency, liquidity, legal, political and other risks different from, or greater than, the risks of investing in developed foreign countries.

Equity Securities Risk – Equity securities represent an ownership interest, or the right to acquire an ownership interest, in an issuer. Equity securities also include, among other things, preferred stocks, convertible stocks and warrants. The values of equity securities, such as common stocks and preferred stocks, may decline due to general market conditions which are not specifically related to a particular company, such as real or perceived adverse economic conditions, changes in the general outlook for corporate earnings, changes in interest or currency rates or adverse investor sentiment generally. They may also decline due to factors which affect a particular industry or industries, such as labor shortages or increased production costs and competitive conditions within an industry. Equity securities generally have greater price volatility than fixed income securities. Your portfolio at any point in time may be worth less than the amount that you invested, even after taking into account the reinvestment of dividends and distributions. Regardless of how well an individual investment performs, if financial markets go down, you could lose money.

Focus Risk – A portfolio which invests a larger percentage of its assets in a relatively small number of issuers may be subject to greater risks than a more diversified account. That is, a change in the value of any single investment held by a portfolio may affect the overall value of the account more than it would affect an account that holds a greater number of investments.

Foreign (Non-U.S.) Risk – A portfolio's investments in securities of non-U.S. issuers may involve more risk than those of U.S. issuers. The prices of these securities may fluctuate more widely and may be less liquid due to adverse market, economic, political, regulatory or other factors.

General Partner Risk – Governing Documents often limit the circumstances under which a general partner, manager and their affiliates can be held liable to a fund. As a result, investors may have a more limited right of action in certain cases than they would otherwise have in the absence of this provision.

Insurance Risk – When owning or managing properties, there are additional risks that might not present themselves as compared to traditional asset classes. While the properties may in some cases be insured, this is no way an insurance of investment or principal and there are various uninsured and/or uninsurable risks that are present (such as natural disaster) and therefore investment carries greater risk of loss.

Interest Rate Risk – Changes in interest rates will affect the value of a portfolio's investments in fixed income securities. When interest rates rise, the value of investments in fixed income securities tend to fall, and this decrease in value may not be offset by higher income from new investments. Interest rate risk is generally greater for fixed-income securities with longer maturities or durations.

Issuer Risk – The value of a security may decline for a number of reasons which directly relate to the issuer, such as management performance, financial leverage and reduced demand for the issuer's goods or services, as well as the historical and prospective earnings of the issuer and the value of its assets.

Key Person Risk – Underlying funds are generally reliant on certain key investment personnel employed in managing assets. Termination, disability, death, or departure of key personnel could adversely affect the underlying fund and its performance.

Liquidity Risk – In certain situations, it may be difficult or impossible to sell an investment in an orderly fashion at an acceptable price. This includes investors in funds that may lock them up, possibly for multiple years. Investors in such funds must be able to bear the risk of investment for an extended period of time.

Management Risk – We will apply our investment techniques and risk analyses in making investment decisions for your portfolio, but there is no guarantee that our techniques will produce the intended results. For research or investment techniques that incorporate or rely upon quantitative models, there is no guarantee that these mathematical models will generate accurate forecasts, reduce risks or otherwise produce the intended results.

Market Risk – The value of a portfolio's assets will fluctuate along with the markets. The value of your investments may decline, sometimes rapidly and unpredictably, simply because of economic changes or other events that affect large portions of the market.

Multi-Jurisdictional Investment – The investments we make may be subject to a variety of jurisdictions, each of which may have unique economic, political, social, cultural, business and labor environments, laws, regulations, accounting practices and business customs. These differences may be considerable and no single method of investment can be applied uniformly or be expected to produce uniform results.

Multi-Manager Investing Risk – A strategy's relative performance is subject to the investment decisions made by each underlying fund or manager. The performance of a small number of underlying funds or managers could affect overall performance. Additionally, underlying funds may compete with one another from time to time for the same positions in the market and may potentially hold opposite positions in the same securities. Consequently, there can be no assurance that a diversification strategy implemented will be successful.

Multiple Levels of Fees and Expense Risk – Fund-of-funds and multiple manager strategies will generally incur certain fees at two levels: the funds of funds vehicle and the underlying funds themselves. These fees potentially include both management and performance fees, which may increase the expense of the strategy, thus affecting investor returns. Additionally, investor returns may be adversely affected during periods in which there are overall portfolio losses due to the potential that performance fees may be earned by one or more of the underlying portfolio managers.

Non-Discretionary Account Risk – There may be circumstances where Aberdeen provides positive advice in writing concerning an underlying fund or manager, but a non-discretionary client chooses not to act on that advice. Aberdeen may or may not have made a discretionary investment in or with the underlying fund or manager for its discretionary clients. If, subsequently, Aberdeen's opinion of such underlying fund or manager changes and Aberdeen decides to redeem from the underlying fund or manager on behalf of its discretionary clients, Aberdeen may or may not inform its non-discretionary advisory clients of the decision to redeem. Therefore, advisory clients should not rely on stale advice from Aberdeen to make investments in or with underlying funds or managers. Aberdeen recommends that non-discretionary advisory clients request that investment advice provided by Aberdeen concerning an underlying fund or manager be refreshed after the passage of 30 days. Aberdeen cannot be held responsible for investments made with managers or underlying funds after such point in the event it has not been requested to refresh its advice/due diligence.

Non-Diversification Risk – A portfolio may invest in securities of a relatively few issuers. Therefore, the performance of one or a small number of holdings can affect a portfolio's overall performance.

Operational Risk – A portfolio may suffer a loss arising from shortcomings or failures in internal processes, people or systems, or from external events. This risk can arise from many factors ranging from routine processing errors to potentially costly incidents related to, for example, major systems failures.

Political and Economic Risk – Economic and/or political instability could lead to legal, fiscal and regulatory changes or the reversal of legal, fiscal, regulatory and/or market reforms.

Pricing Risk – If market conditions make it difficult to value some investments, we may internally value these investments using more subjective methods such as fair value pricing. In these cases, the value determined for an investment could differ from the value realized upon such investment's sale.

Real Estate Risk – We will be subject to the risks inherent in the ownership, operation, repositioning and development of real estate and real estate-related businesses and assets. These risks include, but are not limited to, the burdens of ownership of real estate property; general and local economic conditions; the supply and demand for properties; the competition for real estate assets; energy and supply shortages; fluctuations in the average occupancy and room rates for hotel properties; the financial resources of tenants, buyers and sellers; changes in building, environmental and other laws and/or regulations; changes in real estate property tax rates; changes in interest rates and the availability of mortgage funds which may render the sale or refinancing of properties difficult or impracticable; negative developments in the economy that depress travel activity; environmental liabilities; contingent liabilities on disposition of assets; uninsured or uninsurable casualties; natural disasters, terrorist attacks; and war and other factors which are beyond our control. There is no assurance that there will be a ready market for resale of investments because investments

will generally not be liquid. Illiquidity may result from the absence of an established market for the investments, as well as legal or contractual restrictions on their resale by our firm or our investments.

Repurchase Agreements Risk – In the instance that an underlying fund manager enters into a repurchase agreement for a security, there can be no guarantee that the transferee of the securities in the agreement will not default. Therefore, any investment of the sort bears the risk of default of the transferee.

Restrictions on Transfer and Illiquidity of Shares – The shares held in private Funds, including funds of hedge funds and the underlying funds are generally not registered under any securities laws and, therefore, cannot be resold in a public market. Consequently, investors do not have the right to withdraw their investment other than in accordance with the prescribed redemption procedures of the underlying funds. These redemption procedures may be suspended due to certain circumstances that could further affect withdrawals. This potential illiquidity of shares could adversely affect NAV and result in delays in receiving redemptions.

Tax Risk – Tax laws and regulations applicable to an account are subject to change, and unanticipated tax liabilities could be incurred by investors as a result of such changes. Investors should consult their own tax advisers to determine the potential tax-related consequences of investing.

Valuation Risk – The lack of active trading markets may make it difficult to obtain an accurate price for a security held in a portfolio.

## **Item 9 – Disciplinary Information**

Aberdeen Asset Management PLC, the parent company of Aberdeen Asset Management Inc., acquired Artio Global Investors, Inc. (“Artio”) in May 2013. In 2012, Artio self-reported to Finansinspektionen, the Swedish financial services regulator that it had failed to make a timely filing when the interests of Artio’s clients dropped below 5% in a specific Swedish security. The failure to file was due to a systems error which was subsequently corrected by Artio. In late April 2013, Artio was notified that Finansinspektionen would be imposing a fine on Artio for the failure to make the filing in a timely fashion. AAMI received the final invoice for SEK1,000,000 (approximately \$155,000) in October 2013.

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

We are committed to providing clients with service of the highest quality and we are guided by the principle that we act in the best interests of our clients. Nevertheless, there are circumstances where client interests conflict with our interests or the interests of other clients. Some of these conflicts of interest are inherent to our business. We have policies and procedures that are designed to ensure that we are always acting in the best interests of our clients.

Aberdeen Capital is a wholly owned subsidiary of AAMI, a U.S Registered Investment Adviser. AAMI is a wholly owned subsidiary of Aberdeen PLC, a global financial services company. We are affiliated with various U.S. investment advisers, a broker-dealer and pooled investment vehicles, among other financial entities. We occasionally may engage in business activities with some or all of these companies, subject to our policies and procedures governing how we handle conflicts of interest. We may use our affiliates to provide other services to our clients to the extent permitted under applicable law.

Further to the Merger on August 14, 2017 with Standard Life plc, Aberdeen PLC is a wholly owned subsidiary of Standard Life Aberdeen plc. Standard Life Aberdeen plc is also the parent of Standard Life Investments Limited (“SLIL”), which has three subsidiaries that are registered investment advisers: Standard Life Investments (Corporate Funds) Limited and SL Capital Partners LLP, both based in Edinburgh, and Standard Life Investments (USA) Limited, which has offices in Boston, MA, and Toronto, Ontario.

Until integration, Aberdeen and SLIL and its subsidiaries will largely continue to run their businesses separately. Information walls are currently in place to prevent any inappropriate sharing of information between these business units until appropriate integration occurs. It is expected that further integration activity will result in material changes requiring updates and delivery of this document.

We provide advice for numerous clients. We may advise some clients or take actions for them that differ from recommendations or actions taken for other clients. We are not obligated to recommend to clients any investments that we may recommend to or purchase or sell for other clients. Our employees regularly share information, perceptions, advice and recommendations about market trends, the valuations of individual securities, and investment strategies, except where prohibited by ethical walls established by us or by applicable law or regulation. Persons associated with us may have investments in securities that are recommended to clients or held in client accounts, subject to compliance with our policies regarding personal securities trading.

AAMI is registered as a commodity pool operator and a commodity trading advisor with the National Futures Association.

### Broker-Dealer and Registered Representatives

Aberdeen Fund Distributors LLC (“AFD”), a wholly owned subsidiary of AAMI, is a limited-purpose broker-dealer formed to distribute our proprietary mutual funds. There are no trades executed through AFD. Certain of our management persons are registered, or have an application pending to register, as registered representatives of AFD.

Standard Life Investments Limited has a wholly owned subsidiary, Standard Life Investments Securities LLC, registered as limited purpose broker-dealer responsible for coordinating the offering of private funds managed by SLIL subsidiaries.

### Investment Companies

We serve as an investment adviser and administrator for a number of U.S. registered investment companies. We also serve as a sub-adviser for various other U.S. registered investment companies.

### Investment Advisers

In rendering investment advisory services, we may use the resources of additional investment adviser subsidiaries of Aberdeen PLC. These affiliates have entered into a memorandum of understanding (“MOU”) with us pursuant to which investment professionals from each affiliate may render portfolio management, research or trading services to our clients. We may share personnel, research and other resources with our



affiliated U.S. registered investment advisers (Aberdeen Asset Management Asia Ltd. in Singapore, Aberdeen Asset Management Ltd. in Australia and Aberdeen Asset Managers Limited in the United Kingdom) under our personnel sharing procedures. Additionally, Arden Asset Management, LLC is a wholly owned subsidiary of AAMI and also a registered investment adviser with the SEC.

In executing trades on behalf of our clients, we may use the resources of our Aberdeen PLC affiliates. These affiliates have entered into a global trading agreement pursuant to which professionals from each affiliate may execute trades on behalf of our clients. The use of affiliates to execute trades under the global trading agreement does not alter or change the entity making investment decisions for the client accounts.

#### Limited Partnerships or Similar Private Funds

We sponsor and serve as investment adviser to several private funds organized as limited partnerships, limited liability corporations or non-U.S. entities. Aberdeen Capital and its affiliates may also serve as the general partner or managing member of these private investment vehicles.

SLIL's registered subsidiaries also serve as investment adviser to certain private funds and provide investment management services to limited partnership vehicles with U.S. investors. These funds may be domiciled in the U.S., as in the case of a Delaware partnership, or outside the U.S., as in the case of a Cayman LTD.

#### Collective Investment Trusts

Aberdeen serves as investment adviser to Collective Investment Trusts ("CIT") sponsored by unaffiliated Trust Companies.

#### Participation in Privately Offered Investment Vehicles

Aberdeen, its affiliates, officers and employees may participate individually in privately offered investment vehicles in which clients are solicited to invest. Aberdeen may act as adviser or general partner (or in a similar capacity) to these investment vehicles, may receive management fees, and may participate in any profits generated by these investment vehicles. Participation by affiliates, officers and employees in such investments on such terms and the receipt of such compensation may be an incentive for such employees to devote an increased amount of time to the management of such vehicles to the detriment of other client account or investment vehicles. Aberdeen has policies and procedures in place to mitigate this conflict.

#### Other Positions

Principals and employees of Aberdeen may serve as officers, advisors, directors or provide comparable management functions for public companies and/or portfolio companies in which clients directly or indirectly invest, as well as for investment institutions that may invest in Aberdeen funds. In addition, such principals and employees may provide other services to public companies and/or portfolio companies and may receive compensation in connection therewith. Principals and employees of Aberdeen may be provided access to confidential information relating to public companies and/or portfolio companies in which clients may directly or indirectly invest. As a result, clients may, under certain circumstances, be prohibited for a period of time from engaging in transactions with respect to the securities of such public companies and/or portfolio companies, which prohibition may have an adverse effect on clients.

#### Selection or Recommendation of Other Advisers

As a manager of fund-of-funds, Aberdeen may select other investment advisers for its clients. Certain of Aberdeen's principals, employees and/or related persons may be invited to serve on the advisory boards of the underlying Private Equity Funds in which clients invest to provide advice on certain conflicts of interest and other matters pertaining to such Private Equity Funds. There may be instances where such persons are asked to vote on issues taking the needs of all investors in such Private Equity Funds into account. Additionally, such persons may receive compensation for such services. Any such compensation will be applied to the appropriate Private Equity Fund to reduce the management fees paid to Aberdeen.

AAMI intends to enter into a Distribution Services Agreement with Standard Life Investment Securities LLC that will allow Standard Life Investment Securities LLC to sell funds managed by AAMI and its subsidiaries. Similarly, SLIL and AFD intend to enter into a Distribution Services Agreement that will allow AFD to sell private funds managed by the named SLIL subsidiaries. No solicitation fees will be paid under either

agreement, and distribution staff do not receive direct incentive or economic benefits for sales performance, other than the regular salary and bonus paid by AAMI and SLIL, respectively.

#### Business Alliances

Aberdeen PLC has entered into a business and capital alliance with Mitsubishi UFJ Trust and Banking Corporation (“MUTB”), a wholly owned subsidiary of Mitsubishi UFJ Financial Group, Inc. (“MUFG”), a Japanese banking institution listed on the Tokyo Stock Exchange. Under the terms of the business alliance, MUTB has agreed to promote certain of our products in the Japanese institutional marketplace. The agreement gives MUTB exclusive rights to distribute selected products to Japanese institutional investors. The products include emerging market equities, global equities, and global fixed income. Mr Akira Suzuki (MUTB’s current representative on the Aberdeen Board) has been appointed as a director of Standard Life Aberdeen plc from completion of the Merger.

As a result of the Aberdeen’s acquisition of Scottish Widows Investment Partnership in 2014, Aberdeen has entered into a long-term strategic relationship with Lloyds Banking Group plc (“Lloyds”). This strategic relationship operates across Lloyds’ Wealth, Insurance, Commercial Banking and Retail businesses and is expected to result in a stronger asset management offering for customers.

As a result of the dilution of Aberdeen PLC shares further to the Merger, Lloyds Banking Group plc (“Lloyds”) and Mitsubishi UFJ Trust and Banking Corporation (“MUTB”), which each previously held more than 10% of the ordinary shares in Aberdeen, now hold less than 10% of the ordinary shares in Standard Life Aberdeen plc. At completion of the Merger, no shareholder held more than 10% of the ordinary shares or voting power in Standard Life Aberdeen plc. As of August 14, 2017, MUTB held approximately 5.6% of the ordinary shares and voting power in Standard Life Aberdeen plc at completion. MUTB will continue to hold its unlisted, non-voting, perpetual, non-cumulative, redeemable preference shares in Aberdeen Asset Management PLC (the “Preference Shares”). The Preference Shares confer no voting or other control rights in Aberdeen and carry a 5% dividend right cancellable at the sole discretion of Aberdeen.

## **Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading**

### Code of Ethics and Personal Trading

From time to time, Aberdeen or our directors, officers, employees or affiliates may, directly or indirectly, have interests in securities owned by or recommended to our clients. These situations may represent a potential conflict of interest, so we have adopted a Code of Ethics (the “Code”), in accordance with Rule 204A-1 of the Adviser’s Act, to govern personal transactions by our directors, officers, and employees (“Access Persons”) in order to ensure that their interests do not conflict with the interests of our clients.

The Code mitigates potential conflicts of interest by requiring, among other things, pre-clearance of transactions in Reportable Securities placed in reportable accounts (as defined in the Code). The Code restricts the purchase and sale by Access Persons for their own accounts of Reportable Securities, which have been purchased or sold for funds or clients within specified time limits. Except under certain limited circumstances, Access Persons may not engage in a personal transaction in a Reportable Security for which an order for a fund or client is pending or within seven (7) calendar days before or after execution of a client order. Provided that there are no open orders for Clients in these securities, this blackout period does not apply to: 1) the treasury securities issued by G8 countries (Canada, France, Germany, Italy, Japan, Russia, United Kingdom and United States) as well as Brazil; 2) shares of stock of a company listed on the S&P 500 Index or the FTSE 100 Index; 3) shares of an exchange traded fund based on an exchange-traded fund (ETF) that tracks the S&P 500 Index or the FTSE 100 Index; and 4) government-guaranteed bonds available only to individual investors.

Access Persons are subject to reporting obligations, including completing quarterly transaction and annual holdings reports. Access Persons are required to direct their brokers to send copies of all brokerage confirmations and statements to their local Compliance Department. Alternatively, Access Persons can have the information sent by the broker via electronic feed, if available. Our procedures recognize that some Access Persons either reside in countries or maintain brokers where such statements are not regularly issued or available, and therefore these individuals are exempt from providing quarterly statements within a specific time period. In such circumstances, brokerage statements or their equivalent holdings reports must be provided as available. Employees must fully acknowledge the terms of Aberdeen’s compliance manual, which include the Code, on an annual basis. Any employee who violates the Code may be subject to verbal or written warnings and censures, monetary sanctions, disengagement, suspensions or dismissal.

Additionally, the Code includes provisions for employees relating to the confidentiality of client information, a prohibition on insider trading, a rumors policy, dollar restrictions on the value of accepted gifts and entertainment, and requires that certain outside business activities are approved in advance.

Clients or prospective clients may request a free copy of the Code by contacting Aberdeen at (215) 405-5700.

### Our Approach to Potential Conflicts of Interest

Various parts of our brochure discuss potential conflicts of interest that arise from our asset management business model. We disclose these conflicts due to the fiduciary relationship we have with our clients. Where potential conflicts of interest arise from our fiduciary activities, we take steps to mitigate, or at least disclose, them. Conflicts arising from fiduciary activities that we cannot avoid are mitigated through written policies and procedures. Potential conflicts may arise from new products or services, operational changes, new reporting lines and market developments.

### Gifts and Entertainment

We have policies and procedures in place, including the Code, which prohibit employees from accepting gifts, entertainment and other things of material value that may create a conflict of interest or give the appearance of a conflict of interest. Additionally, our employees may not offer gifts, entertainment or other things of material value that could be viewed as attempting to unduly influence the decision-making of any client or other business partner. In general, our policies dictate that giving and receiving gifts or participating in entertainment cannot occur if the value and/or the frequency of the gift or entertainment are deemed excessive or extravagant. The policies impose specific dollar restrictions and require compliance approval of

gifts and entertainment. Additional restrictions regarding gifts apply to our employees who are registered representatives of our affiliated broker-dealer.

#### Participation or Interest in Client Transactions

Potential conflicts of interest may exist if an investment adviser or one of its related persons buys or sells for client accounts, securities in which the adviser or a related person has a material financial interest. We may recommend to clients that they buy or sell shares of an investment company or other investment product in which we have some financial interest by serving as adviser or sub-adviser to a fund or other product. Some of the investment companies, including private funds, are subject to a performance-based incentive fee. Employees providing advice to these funds may also hold interests in such performance-based funds and may also provide investment advisory services with respect to similarly managed accounts that are not subject to performance fees.

We may manage private funds and sub-advised investment companies similarly in that we may buy or sell the same securities for both the private funds and sub-advised funds. These transactions must be consistent with our trade allocation procedures so that no fund is favored over any other fund. In addition, and only in accordance with our policies and procedures, employees are permitted to invest in securities (including those recommended to clients) for their own accounts.

Our officers or directors may sit on the boards, and board committees, of publicly traded clients. In addition, employees may buy or sell securities for a client where we may have a material interest in a security or issuer of a security. A material interest could include owning a security, office, directorship, significant contract, interest or relationship which is likely to affect the person's judgment. In these cases, Aberdeen or our employees could benefit from the success of a client's investments because of our interest in the security or issuer of the security. We maintain procedures to mitigate these potential conflicts.

#### Adviser for Multiple Accounts

We serve as investment adviser or sub-adviser to client accounts, including registered investment companies. Consistent with our fiduciary obligations, we may give advice with respect to funds or accounts we manage that may differ from action taken by our firm on behalf of other funds or accounts. We are not obligated to recommend, buy or sell—or to refrain from recommending, buying or selling—any security that any of Aberdeen, our affiliates, or our Access Persons, may buy or sell for their own accounts or for the accounts of any other client. Any company associated with Aberdeen that wishes to purchase or sell securities of the types purchased for clients may do so only in a manner consistent with our fiduciary obligations. We are not obligated to refrain from investing in securities held by funds or accounts it manages, except if the investments violate the Code.

#### Insider Trading Policy and Use of Expert Networks

We have adopted an insider trading policy in accordance with Section 204A of the Advisers Act, which establishes procedures to prevent the misuse of material non-public information by Aberdeen, our officers, directors and employees. Any officer, director or employee who fails to observe the insider trading policy risks serious sanctions, including dismissal and personal liability.

From time to time, employees of Aberdeen may obtain, either voluntarily or involuntarily, material non-public information that is not available to other investors or other confidential information which, if disclosed, would likely affect an investor's decision to buy, sell or hold a security. Such information may be provided from various possible sources including upon execution of a non-disclosure agreement, as a result of serving on the board of directors of a portfolio company or serving on ad hoc or official creditors' committees. Under applicable law, employees are generally prohibited from disclosing or using such information for their personal benefit or for the benefit of any other person, regardless of whether that person is an Aberdeen client.

Accordingly, should an employee receive, either voluntarily or involuntarily, material non-public information with respect to an issuer, it may be prohibited from communicating such information to, or using such information for the benefit of, clients, which could limit the ability of clients to buy, sell or hold investments and can also result in an underlying security or investment being priced inconsistently across clients. Even if Aberdeen or our affiliates request material non-public information, Aberdeen shall have no

obligation or responsibility to disclose such information to, or use such information for the benefit of, any person (including clients), even if failure to do so would be detrimental to the interests of such person. In this connection, Aberdeen has adopted an insider trading policy, which establishes procedures reasonably designed to prevent the misuse of material non-public information by Aberdeen and our personnel. Under the insider trading policy, Aberdeen employees are not permitted to use material non-public information obtained by any department or affiliate of Aberdeen in the course of its business activities or otherwise, in effecting purchases and sales in securities transactions for our clients or for their personal accounts. Consequently, we may not be able to engage in investment activity that they would otherwise take were they not in receipt of such information, even if a failure to act on such information may ultimately be detrimental to our clients. In addition, use of such information would also be prohibited by the Policies.

Aberdeen may utilize expert network services to obtain market, sector, company or other information. There may be an inherent conflict of interest in such arrangements as the experts are financially incented to provide information to justify their position within the network. Aberdeen has policies and procedures in place to deal with such conflicts as well as risk of receiving inside information via the use of expert network services.

#### Charitable Contributions

From time to time, clients or certain financial intermediaries may approach Aberdeen to request that we make contributions to certain charitable organizations. Because our contribution may result in the financial intermediary or our employees or representatives recommending us or our affiliated investment advisers' products to their underlying clients, the solicitation or contribution raises potential conflicts of interest. Consequently, we maintain procedures for the review of the dollar amount and frequency for these types of charitable contributions.

#### Political Contributions

None of Aberdeen's funds or assets may be contributed to any U.S. political candidate or political party. This ban includes contributions to U.S. political action committees ("PACs").

Financial contributions and non-financial contributions, such as gifts, subscriptions, or anything of value, (together "Contributions") made to certain U.S. political campaigns may raise potential conflicts of interest because of the ability of certain office holders to direct business to Aberdeen.

Employees are therefore prohibited from making Contributions to any person running for or holding a U.S. city, county, state or other municipality-related position. This prohibition includes Contributions to U.S. city, county, state or other municipality-related PACs. Employees are permitted to make contributions to persons holding or campaigning for a federal position as long as such person does not also hold a city, county or state position however, Employees may not allow present or anticipated business relationships of Aberdeen to be a factor and must seek approval from Aberdeen's Compliance Department before soliciting such Contributions. Additionally, Contributions to federal PACs are permissible. In both cases, approval from Aberdeen's Compliance Department must be received before making a Contribution. Employees are prohibited from doing indirectly what they cannot do directly and, as such, cannot funnel payments through third parties, including, for example, consultants, attorneys and/or family members, as a means to circumvent the Political Contributions policy. The solicitation and coordination restrictions relate only to fundraising activities and would not prevent Aberdeen's employees from expressing support for candidates in other ways, such as volunteering their time.

Employees are permitted to solicit U.S. political contributions for federal elections as long as such person does not also hold a city, county or state position;

Any federal political Contributions made or solicited by employees should be viewed as personal. Therefore, employees should never represent themselves as employees of Aberdeen when participating in these activities (e.g., the use of Aberdeen's letterhead for correspondence regarding these contributions is prohibited). Under Rule 206(4)-5 of the Advisers Act, the Advisers will ensure that any third party solicitor used to solicit government clients are a "Regulated Person" as defined by the Rule.

#### Directorships and Outside Business Activities

Access Persons are permitted to serve on the boards of directors of non-profit organizations such as educational institutions, charitable foundations or other civic organizations. Access Persons are not permitted to serve on the board of directors of any publicly traded company without prior authorization. Authorization is generally based upon a determination that the board service would be consistent with the interests of the firm and the clients under their management.

In general, all Access Persons' Outside Business Activities are tracked and reviewed by Aberdeen's Compliance Department to ensure they do not conflict with the duty that we owe to clients.

#### Material Non-Public Information

Our investment personnel, in the course of research or other related activities, may from time to time acquire confidential or material non-public information that may prevent Aberdeen from purchasing or selling particular securities for certain clients. Consequently, certain clients could realize a positive or negative impact to overall performance. We maintain policies and procedures for handling material non-public information.

#### Initial Account Funding

We may purchase and sell securities for accounts funded with our own assets, which also is known as "seed capital." These accounts are intended to establish a performance history for a new or potential product or service. We may earn a profit on our seed capital investments.

## Item 12 – Brokerage Practices

### Broker-Dealer Selection and Best Execution

We have established policies and procedures designed to assess and monitor the broker-dealers selected to execute client transactions. We do not adhere to a rigid formula in making the selection of a broker-dealer for portfolio transactions, but rather weigh a combination of certain factors. When selecting a broker-dealer for client transactions, we look at price, transaction costs, reasonableness of commissions, speed, efficiency, knowledge of particular securities, likelihood of execution and settlement, size and type of transaction, settlement capabilities, reputation, nature and any other consideration relevant to the best execution of that order. In selecting broker-dealers and in effecting portfolio transactions we seek to obtain best execution. Steps associated with seeking best execution are: (1) determining each client's trading requirements; (2) selecting appropriate trading methods, venues, and agents to execute the trades under the circumstances; (3) evaluating market liquidity of each security and taking appropriate steps to avoid excessive market impact; (4) maintaining client confidentiality and proprietary information inherent in the decision to trade; and (5) reviewing the results on a periodic basis. We review the above criteria on an ongoing basis. We do not consider the sales of shares of investment companies it advises as a factor in the selection of broker-dealers to execute portfolio transactions for a fund.

When selecting or recommending for client transactions, a broker or service provider, we will consider, among other things, the following:

- Professional reputation;
- Ability to provide clear, impartial and expert advice;
- Understanding of and presence in the relevant market; and
- Potential for or actual conflicts of interest.

We may, at a client's direction, also direct a broker to execute a trade and "step out" a portion of the trade and/or commission to another broker that provides brokerage or research-related services to Aberdeen. The use of step out transactions may result in information about our trading activity being disclosed to other trading firms and investors who may seek to take advantage of this information.

If a client requires preauthorization of trades, such trades may not be commingled or "batched" for purposes of execution with orders for the same securities for other accounts we manage. Therefore, such trades may be executed subsequent to the trades executed for other accounts we manage and at different prices and commission rates which may be better or worse than the rates received for batched trades.

We may use Electronic Communications Networks ("ECN") or Alternative Trading Systems ("ATS") to execute when, in our judgment, the use of an ECN or ATS may result in equal or more favorable overall executions for the transactions.

With regards to our Alternatives products, we do not arrange trades with any broker or dealer; our fund of hedge funds does not typically use brokers to transact for funds or third party clients as the investments made for such clients are generally in open-ended investment funds engaged in a continuous offering. The advice and investment activity conducted with regards to property funds generally relates to privately offered securities in partnerships or similar relevant structures that invest in real estate or real estate-related assets. We may invest in property funds which are marketed to Aberdeen by placement agents; either the fund or the third-party manager bears the associated placement agent fees. Occasionally, we may recommend the purchase of a secondary interest in a privately offered security being offered by a broker. In such cases, clients may be required to pay a fee to the broker offering the interest on behalf of a seller. We do not receive client referrals from broker-dealers or third parties. For Fund of Fund products, investments in open-ended investment funds are facilitated through the appropriate transfer agent.

On occasion, our hedge funds client portfolios may receive security positions as part of a distribution or liquidation of an Underlying Fund or Special Purpose Fund. While we generally execute transactions in these securities through the same broker-dealer where the Aberdeen fund's account was established, there are no limitations on which broker-dealers may be used or the commission rates or similar charges paid.

With respect to non-discretionary model delivery accounts (including UMA accounts), we will deliver model changes subsequent to commencing trading on behalf of our discretionary accounts. Model changes are typically delivered on a security by security basis. The timing of such delivery is determined by Aberdeen and will depend on the anticipated market impact of trading. Market impact includes, but is not limited to, factors such as liquidity and price impact. When minimal market impact is anticipated, we typically deliver security level model changes after such time when approximately two-thirds of our full discretionary order has been executed. Although we anticipate delivering model changes of such securities after approximately two-thirds of the discretionary order has been executed, we may deliver model changes prior to or substantially after two-thirds have been executed depending on prevailing market conditions and trader discretion. With respect to securities for which we anticipate a more significant market impact, we intend to withhold model deliver changes until such time when the entire discretionary order has been fully executed. Anticipated market impact on any given security is determined at the sole discretion of Aberdeen based on prior market experience and current market conditions. Actual market impact may vary significantly from anticipated market impact. Notwithstanding the aforementioned, we may provide order instructions simultaneously or prior to completion of trading for other accounts if the trade represents a relatively small proportion of the average daily trading volume of the particular security or other instrument.

Aberdeen does not trade for non-discretionary model delivery clients. Because model changes may be delivered to non-discretionary model clients prior to the completion of Aberdeen's discretionary account trading, Aberdeen may compete against these clients in the market when attempting to execute its orders for its discretionary accounts. As a result, our discretionary clients may experience negative price and liquidity impact due to multiple market participants attempting to trade in a similar direction on the same security.

Timing delays or other operational factors associated with the implementation of trades may result in non-discretionary and model delivery clients receiving materially different prices relative to other client accounts. This may create performance dispersions within accounts with the same or similar investment mandate.

#### Commission Rates

We seek to minimize the expenses incurred for effecting portfolio transactions to the extent consistent with the interests and policies of our clients. However, we will not select broker-dealers solely on the basis of "posted" commission rates. We will not always seek in advance competitive bidding for the most favorable commission rate applicable to any particular portfolio transaction. Although we generally seek competitive commission rates, we will not necessarily pay the lowest commission. Transactions may involve specialized services on the part of the broker-dealer involved, resulting in higher commissions.

The reasonableness of commissions is based on the broker-dealer's ability to provide professional services, best execution and research, which will help us in providing investment management services to clients. As long as best execution is achieved, we may use a broker-dealer who provides useful research even though a lower commission may be charged by a broker-dealer who offers no research services.

Fixed income trades are placed based on best price and execution as determined by our review of solicited bids/offers. We may contact several companies in soliciting any bid/offer. Potential avenues of execution are placed in competition with one another to the extent reasonably possible whenever the portfolio managers look to buy or sell a bond. One of our measures of achieving best execution is executing a transaction with a qualified and capable counterparty that bids or offers the most favorable price under the circumstances. When buying or selling fixed income securities in dealer markets, we may prefer to deal directly with market-makers in the securities. We will typically effect these trades on a net basis, and will not pay the market-maker any commission, commission-equivalent or markup/markdown other than the "spread." A "spread" is the difference between the price paid (or received) by our firm and the price received (or paid) by the market-maker in trades with other broker-dealers or other customers. Brokers through whom we execute trades may receive compensation from exchanges, market-makers and other intermediaries related to orders routed by the broker to those intermediaries.

In appointing a broker or service provider for client transactions, we will consider the proposed level of fee given, among other things:

- The scope of activities to be undertaken in relation to the client transaction;



- Local market rates for the activities to be undertaken in relation to the client transaction; and
- The ability to deliver the transaction in a timely fashion and in the best interest of the client.

#### Research and Soft Dollar Benefits

We may obtain research products and execution services from broker-dealers that may be used to execute client transactions as well as through commission sharing arrangements. As Aberdeen places high focus on internal research, external research obtained through soft dollars or otherwise constitutes a relatively small percentage of the overall analysis conducted.

When appropriate, under discretionary authority and consistent with our duty to obtain best execution, we may execute transactions for client accounts with broker-dealers who provide us with research and brokerage products. The brokerage commissions used to acquire research in these arrangements are known as “soft dollars,” which can also include “commission sharing arrangements.” SEC regulations provide a “safe harbor” which allows an investment adviser to pay for research and brokerage services with the commission dollars generated by client account transactions. Consistent with this, and obtaining best execution, brokerage commissions on client portfolio transactions may be allocated to broker-dealers in recognition of research services furnished by them, as well as for services rendered in the execution of orders by such broker-dealers. If we utilize soft dollars to acquire research, it may be used to service the accounts of our subsidiaries in cases where the subsidiaries have agreed to share research. We have the incentive to execute transactions with, and pay commissions to, broker-dealers who provide us with brokerage and research. When client commissions are used, we receive an inherent benefit because we do not have to produce or pay for research on our own. We will determine in good faith that the value of services received is reasonable in relation to the commissions paid.

Broker-dealers typically provide a bundle of services including research and execution of transactions. The research provided can be either proprietary (created and provided by the broker-dealer, including tangible research products as well as access to analysts) or third-party (created by a third party but provided by broker-dealer). We may use soft dollars to acquire either type of research.

The receipt of research in exchange for soft dollars benefits our firm by allowing us, at no cost, to supplement our own research and analysis activities, and to receive the views and information of individuals and research employees of other securities firms. Research and brokerage services acquired with soft dollars may include reports on the economy, industries, sectors and individual companies or issuers.

The determination and evaluation of the reasonableness of brokerage commissions paid in connection with portfolio transactions are based primarily on the professional opinions of the persons responsible for the placement and review of such transactions. These opinions are formed on the basis of, among other things, the experience of these individuals in the securities industry and information available to them concerning the level of commissions being paid by other investors of comparable size and type. We may select broker-dealers based on our assessment of their ability to provide quality executions and our belief that the research, provided by such broker-dealers may benefit client accounts. Accordingly, broker-dealers that we select may be paid commissions for effecting portfolio transactions for client accounts in excess of amounts other broker-dealers would have charged for effecting similar transactions. This is done if we have determined, in good faith, that such amounts are reasonable in relation to the value of the brokerage and/or research provided by those broker-dealers, viewed either in terms of a particular transaction or our overall duty to our discretionary accounts.

Consistent with obtaining best execution, brokerage commissions on account portfolio transactions may be directed to broker-dealers in recognition of research provided by them, as well as for services rendered in the execution of orders by such broker-dealers. Research obtained with soft dollars may not be utilized for the specific account that generated the soft dollars and every research service may not be used to service every account we manage. In determining whether a service or product qualifies as research or brokerage, we evaluate whether the service or product provides us lawful and appropriate assistance in carrying out our investment decision-making responsibilities. We do not usually attempt to allocate the relative costs or benefits of research among client accounts because we believe that, in the aggregate, the research received benefits clients and assists us in fulfilling our overall duty to clients.

We generally do not enter into any agreement or understanding with any broker-dealer who would obligate us to direct a specific amount of brokerage transactions or commissions in return for research. To the extent that we choose to obtain a particular product, we may use our available soft dollar credits and pay cash to make up any difference. Further, if the product or service is a “mixed-use” item (products or services that provide both research and non-research benefits), we may use soft dollars for the research portion and pay cash for the non-research portion. Some funds or clients that we manage may have their own soft dollar policies which may differ, in some respects, from our procedures. We will use good faith judgment in making mixed-use allocation decisions.

While our policy is to seek best execution, we may select a broker for a portion of our trades which charges higher transaction costs if we determine in good faith that the cost is reasonable in relation to the value of the brokerage and research provided. Despite these potential conflicts, we believe that we are able to negotiate costs on client transactions that are competitive and consistent with our policy to seek best execution. In addition, we do not enter into agreements or understandings with any brokers regarding the placement of securities transactions because of the research they provide. However, we do have an internal procedure for allocating transactions in a manner consistent with our execution policy to brokers that we have identified as providing superior executions and research of particular benefit to clients.

#### Brokerage for Client Referrals

We may use solicitation agreements. We do not consider, in selecting or recommending broker-dealers, whether we or an affiliate have a relationship with a broker-dealer or third party, or whether we or an affiliate receive client referrals from a broker-dealer or third party. A client may direct us to use the services of a particular broker-dealer in executing transactions for that client’s account. In some cases, the directed broker may have recommended our firm as a manager for that account. As stated previously, it is possible that such an account may suffer adverse effects from this direction, depending on market conditions.

#### Directed Brokerage

We do not routinely recommend, request or require that any client execute transactions through any specific broker or service provider. However, we occasionally receive requests from clients to direct a portion or all of the commissions earned on their account through a specific broker-dealer in order to generate a benefit for the client under such terms and arrangements as the client may negotiate with the particular broker or dealer. Where a client has directed the use of a particular broker-dealer, we may not be in a position to freely negotiate commission rates or spreads, to obtain volume discounts, or to select broker-dealers on the basis of best execution. In situations where the client has directed us to direct trades to a select broker, the client must forfeit best execution and should understand that we will enter into such arrangements on a “best efforts” basis. If a client directs us to use a particular broker-dealer for a transaction, it will not be commingled or “batched” for purposes of execution with orders for the same securities for other accounts we manage. Client-directed transactions may result in higher commissions, greater spreads, or less favorable net prices than might be the case if we were empowered to freely negotiate commission rates or spreads, or to select broker-dealers on the basis of best execution. It is Aberdeen’s policy to accept these requests only under certain circumstances.

With regard to the Funds of Private Equity Funds in which clients invest, securities are generally purchased directly from the issuer or general partner, without the assistance of a broker-dealer and without the payment of a brokerage commission. With regard to securities distributed from the underlying funds in which Aberdeen clients invest, Aberdeen has discretion to select a broker-dealer to effect securities transactions. In selecting broker-dealers to effect securities transactions, Aberdeen seeks to obtain best execution by considering factors including, but not limited to, execution quality, price, the level of service offered, reliability, experience in liquidating distributions from private equity funds and other such factors as Aberdeen deems relevant and beneficial to the applicable Aberdeen clients. Broker-dealers utilized by Aberdeen are reviewed on an ongoing basis.

We may have certain accounts that were referred to us through the recommendation of third parties, including consultants that may also be broker-dealers, or may have certain pre-existing financial arrangements or relationships with a particular broker-dealer. Clients obtained from these third parties may instruct us to direct some or all of their brokerage transactions to the third party’s broker-dealers, or we may otherwise allocate brokerage to these or related broker-dealers. As stated previously, in situations where the

client has directed us to direct trades to a particular broker, the client must forfeit best execution and should understand that we will only enter into such arrangements on a “best efforts” basis. We may also buy from such third parties certain services or products used in our investment advisory business (such as software or research publications) or pay registration or other fees toward or otherwise assist in sponsoring such third parties’ industry forums, seminars or conferences. We do not use client commissions to pay for these services

#### Trade Errors and Corrections

In the event that we cause a trade error, our policy states that we ensure that the error is resolved in the best interests of the client. This means that trades are adjusted as needed in order to put the client account in such a position as if the error had never occurred. We review all trade errors to ensure they are resolved timely and accurately and that they do not indicate a recurrent pattern. In correcting trade errors, we or the party responsible for the error will bear the cost of correcting the error. Trade errors resulting in losses to client accounts will be reversed and the account compensated accordingly. To the extent a trade error in a client account results in a gain, we allow the client to keep the benefit, unless the gain offsets a loss in connection with a single transaction or occurrence or a series of related transactions, in which case any such gains and losses are netted unless prohibited by applicable regulation or a specific agreement with the client. In general, compensation is expected to be limited to direct monetary losses and will not include any amounts that AAMI deems to be speculative or uncertain, nor will it cover investment losses not caused by the error.

Sub-advisers are responsible for their own execution of trades, and are therefore not covered under Aberdeen’s Trade Error Policy. Sub-advisers are, however, expected to have sufficient policies and procedures with regards to trade error management that are in line with Aberdeen’s policy. Aberdeen will, when appropriate, review sub-adviser trade error policies and procedures and periodically review with the sub-advisers whether any trade errors were resolved in conformity with policies and procedures disclosed to the Adviser.

#### Cross-Trades

We may cross-trade between and among certain client accounts in accordance with our written cross-trading procedures. We will only consider engaging in cross-transactions to the extent permitted by applicable law and will, to the extent required by law, obtain the necessary client consents. Clients may revoke their consent for agency cross-transactions at any time.

For Fund of Fund products, we may arrange for a transaction between two or more of the Funds, in which one Fund buys an interest in an underlying fund or other investment from, or sells such investment to, another Fund managed by Aberdeen. Each of these cross transaction is effected at “fair value,” which is generally the Net Asset Value of the underlying fund. Aberdeen receives no compensation (other than its management fee and incentive fee), directly or indirectly, for effecting a particular cross transaction. Although Aberdeen will receive no compensation for cross transactions, underlying funds may assess customary transfer fees or commissions in connection with any such cross transaction. Cross transactions may inure to the benefit of the selling and buying Funds. Avoidance of redemption fees, taking on aged positions with the avoidance of soft and hard lock-ups, and the preservation of high water marks, are examples of other value added benefits that can inure to the benefit of the buying or selling Funds when applicable.

When a potential cross transaction involves a Fund or account that has a significant beneficial ownership by Aberdeen or its affiliates and control persons, it will be considered whether this transaction should be treated as a principal transaction under Aberdeen’s procedures (and separate criteria would apply), rather than as a cross transaction. Under Aberdeen’s procedures, cross transactions are not permitted from or to any Fund or other account deemed to comprise “plan assets” pursuant to regulations under the Employee Retirement Income Security Act of 1974, or to or from a Registered Fund, without consideration of additional regulatory restrictions or approvals that are required by applicable law.

#### Foreign Exchange (“FX”) Transactions

We may execute currency transactions on an active basis through our currency trading desk, except where market restrictions in some emerging currencies exist and execution for trade settlement is arranged by the custodian directly. In addition, certain of our asset management clients may direct their currency trades to

their custodian banks for execution via standing instructions, and in such cases as well as in the case of restricted emerging currencies, we may not know the precise execution time of the FX trade and cannot influence the exchange rates applied to these trades.

#### Aggregation and Allocation

We may, to the extent appropriate, permissible and/or feasible, aggregate multiple client orders for the purchase or sale of the same security to achieve best execution. In the instance that the same security is bought or sold for a number of clients at approximately the same time, orders may also be aggregated. Due to the possibility of a price variation among executed transactions throughout the trading period, an “averaging” procedure is utilized, when possible. This procedure allocates securities to those clients participating in the order on a pro-rata basis (subject to rounding) at the average execution price of the purchases and sales attributable to a given block, unless otherwise directed by the client or deemed inappropriate for best execution. If pro-rata allocations are deemed inappropriate, we may implement either rotational or random allocations, provided the result is fair access over time to trading opportunities for all eligible accounts.

In the instance that an order is not completed on the same trading day, the partial fill will be allocated pro-rata among participating clients, unless otherwise directed or deemed inappropriate for best execution. Any unexecuted orders will continue until either the block order is complete or all component orders have been cancelled. If remaining positions are too small to satisfy the minimum order amount, we may decide to allocate the remaining shares to those accounts which did meet the minimum. We may also decide to allocate remaining shares to those accounts for which orders would be completed as a result of the allocation.

We seek to allocate opportunities to all clients in a consistent, fair manner. In accordance with our written policies and procedures, we may take special considerations when deciding on allocations, provided they are deemed fair and equitable to all clients. These special considerations may include—but are not limited to—cash flow changes; specialized investment objectives or restrictions of a particular client; specific bond trades; directed brokerage; limit orders; market restrictions; lot size; open bulk orders (market-to-market); new portfolio fundings; fungibility of certain security types; or new issuance allocations (debt or equity). Allocations may also take into consideration factors such as the particular market restrictions, size, nature, identity, or number of positions in a client’s portfolio, concentration and size of holdings, industry and sector exposure, purchase cost and cash availability, ability to obtain meaningful position sizes, liquidity, investment imbalances, prior participation in similar opportunities, limitations on the availability of an investment, special needs, trading considerations, whether the allocation would result in an account receiving an amount lower than the typical transaction size or an “odd lot”; and other factors. In addition, Aberdeen may exclude certain accounts from an allocation if the size of the allocation would not satisfy certain minimum size thresholds established by Aberdeen, a client, or by the issuer itself for operational reasons. Periodic reviews of client and account performance are conducted to ensure that trade allocations occur fairly and equitably over time, even though a specific trade may have the appearance or the effect of benefiting one account as against another when viewed in isolation.

We engage in real estate asset and investment management activities for a limited number of institutional and market counterparty clients; this creates the potential for a conflict of interest when allocating deals between clients. In order to manage any such conflict, we operate a deal introduction and allocation procedure which is intended to fulfill a number of criteria:

- Providing a practical, consistent and efficient method of deal introduction and deals allocation;
- Ensuring consistent fair and equal treatment of clients in deal introduction and deals allocation;
- Ensuring compliance generally and with any specific requirement in Asset Management or Investment Management Agreements in connection with deal introduction and deals allocation; and
- Providing a transparent and auditable control for deal introduction and deals allocation.

Representing several investors typically works to the benefit of all, as target fund terms can be negotiated more forcefully. Conflicts between different mandates could arise if there were a limited number of units available in a specific fund and where different clients have the similar investing preferences at the same time. If this scenario arises, we would run a fully transparent process where we would inform the clients about the situation. We would then offer to split the available units between the different parties, on a pro rata (to their individual applications) basis.

We may make co-investments along with clients in property funds or direct property. When undertaking investment management activities for clients, the duty owed to that client shall prevail over any owed to Aberdeen, to its managers, employees or any other person directly or indirectly linked to Aberdeen by control or to any other third party, including any other client.

Although Aberdeen does not often trade in public securities for the Fund of Private Equity Funds, in certain circumstances Aberdeen will, to the extent possible, generally place a combined order for two or more Private Equity Funds and/or separate account clients engaged in the purchase or sale of the same security if, in its good faith determination, joint execution would be consistent with its duty to seek best execution, consistent with the terms of the participating the Private Equity Funds' Governing Documents and participating separate account clients' investment advisory agreements, and otherwise in the best interest of the participating clients.

Inevitably, not all clients, including clients with similar investment strategies, can participate in every investment opportunity, and clients who do participate in an investment cannot always participate to the same degree. Aberdeen may determine that a limited supply of a particular opportunity or investment or other factors noted above may preclude the participation of some clients in a particular investment opportunity or trade. Similarly, when Aberdeen determines to exit a position for some clients, other clients may not always participate, may not participate at the same time, or may not participate to an equal degree.

Where transactions for an account are not aggregated with other orders, including directed brokerage accounts, or not netted against orders for the account or other accounts, the account may not benefit from a better price, lower commission rate, or lower transaction cost. Aggregation and netting of trades may disproportionately benefit some accounts relative to other accounts due to the relative amount of savings obtained.

Aberdeen does not typically aggregate orders for its hedge funds clients. For such clients we seek to allocate transactions and opportunities among the various accounts in a manner we believe to be as equitable as possible over time, considering each account's objectives, programs, limitations and capital available for investment. Any potential conflicts are brought to the attention of Aberdeen's Hedge Fund Investment Committee in order to resolve them in an equitable and fair fashion. We apply the same general principles equally to decisions on which underlying funds or managers would be suitable to be recommended for non-discretionary advisory clients as for making decisions to invest for discretionary clients. However, since Aberdeen does not have discretion over allocation decisions in non-discretionary accounts, it is likely that the actual allocations will differ as between discretionary and non-discretionary accounts. In addition, there may be situations where we provide non-discretionary advice concerning an underlying fund or manager where there is no discretionary account for which the underlying fund or manager is suitable (or where there is no cash available in the discretionary account to make an investment) or vice versa. There may also be situations where Aberdeen advises a non-discretionary client not to invest in an underlying fund or manager, but in which Aberdeen does make an investment for its discretionary accounts. Finally, there may be situations where an advisory client sources an underlying fund or manager and asks for Aberdeen's advice, and even if Aberdeen provides a favorable opinion on that underlying fund or manager, Aberdeen may not invest in an underlying fund or manager for a variety of reasons. The results of any of these scenarios could, and it should be expected will, reasonably result in a divergence in performance between and among the various accounts over which Aberdeen acts with discretion and for which Aberdeen provides non-discretionary advice.

In order to avoid conflicts arising from limited capacity available for investment in or with an underlying fund or manager that is identified as suitable for investment by both an advisory client and by Aberdeen for its discretionary accounts, Aberdeen will apply procedures that are designed to create a fair result under the circumstances.

## **Item 13 – Review of Accounts**

### Account Review Process

We strive to ensure compliance with a client's investment guidelines consistent with our fiduciary responsibility to manage an account in the best interest of our clients, and we aim to complete reviews on an ongoing and continuous basis. An account may be reviewed immediately to the extent that information concerning economic or market conditions, individual companies or industries could affect the account. Reviews of accounts also occur when investment strategies and objectives are changed by a client. Our relationship managers work closely with the fund management teams to ensure that each client's guidelines are implemented, where applicable. Depending on the asset class and account type, we employ a various methods of pre- and/or post-trade controls and monitoring techniques through automated or manual procedures to ensure that portfolios are managed in accordance with client-specific guidelines or restrictions as well as applicable regulatory requirements and internal policies. Periodic reviews may also be undertaken to ensure compliance with client investment guidelines. We have policies and procedures in place to address any investment guideline breaches.

### Reports to Clients

We provide each client with written monthly or quarterly market and investment reports, which include cash balance, transaction records, position reports and account valuation. Additional reports may be provided upon a client's request. Wrap Program clients receive reports periodically from the Sponsor.

## **Item 14 – Client Referrals and Other Compensation**

Aberdeen may effect transactions with broker-dealers that furnish non-research services which we believe will be beneficial.

Our advisory services are marketed both directly by the firm and through referrals by clients and consultants. We will make cash payments to third-party solicitors for client referrals. Each solicitor must enter into a written agreement with our firm and provide each prospective client with a copy of our Form ADV Part 2 and a disclosure of the terms of the solicitation arrangement, which includes the nature of the relationship. Where applicable, cash payments for client solicitations will be structured to comply fully with the requirements of Rule 206(4)-3 under the Advisers Act.

Via the acquisition of Arden Asset Management LLC (“Arden”) on December 31, 2015, AAMI inherited solicitation agreements that apply only to the legacy Arden family of funds. The funds referenced in the solicitation agreements are not actively marketed to new investors. However, Arden continues to pay solicitation fees with respect to current investors in the funds. Aberdeen Capital does not have any solicitation agreements in place at this time.

In no event will we compensate a third-party solicitor for a referral if that solicitor serves as a sponsor, decision-maker or fiduciary of any pension or profit-sharing plan. We may engage and compensate entities to provide prime brokerage and other services (including client account statement preparation) to client accounts.

In addition, other third parties may provide certain shareholder servicing and/or distribution support services in connection with the sale of shares of our mutual funds or other funds that we service. These third parties may do so either directly or through intermediaries (i.e., broker-dealers) and may, in some instances, refer clients into such funds. These third parties (and the intermediaries through whom the funds are available) may receive cash compensation for these services out of our own resources.

Aberdeen may be compensated in connection with the sale of shares of either our mutual funds or other funds that either entity services. In addition, our sales and client service employees’ compensation may be linked to sales goals relating to the sale of our mutual funds.

In connection with investments made by certain funds, separate account clients, or investment advisory clients, Aberdeen or certain employees of Aberdeen may, from time to time, receive directors’ fees, consulting fees, monitoring fees, investment banking fees, transaction fees and/or other remuneration. To mitigate potential conflicts of interest, Aberdeen may offset all or a portion of such benefits against advisory fees payable (i) by the applicable Private Equity Fund to Aberdeen in accordance with such Private Equity Fund’s Governing Documents and (ii) to Aberdeen pursuant to agreements entered into with separate account or investment advisory clients. Investors should refer to the Governing Documents of the applicable Private Equity Fund for complete information on the calculation of advisory fees charged to such Fund and applicable fee offsets.

## Item 15 – Custody

We do not act as a custodian for client assets. However, there are some situations where we may be deemed to have custody over client accounts.

We may be deemed to have custody of certain U.S. unregistered pooled funds advised by Aberdeen for which we or an affiliate serve as managing member or general partner. For all U.S. unregistered pooled funds, we will:

- engage a Public Company Accounting Oversight Board (“PCAOB”) accountant to conduct an audit on an annual basis;
- ensure the auditor engagement letter includes representation that the accountant is a member of PCAOB;
- ensure that audited financial statements (prepared in accordance with GAAP) are distributed within 120 days of each fund’s fiscal year-end (or within 180 days for private funds that are funds of funds); and
- undergo an annual surprise examination if it does not distribute the audited financial statements as required.

In the event that a U.S. unregistered pooled fund liquidates, we will:

- engage a PCAOB accountant to conduct a liquidation audit, and
- distribute the audited financials promptly upon completion of the audit.

If investors in the unregistered pooled funds do not receive audited financial statements in a timely manner (as described above), then they should contact Aberdeen immediately.

In addition, we may be deemed to have custody in certain situations in which clients may grant us the authority to debit their custody accounts for advisory fees and capital calls, and clients may also request that we forward client instructions to private placement fund custodians with regard to client subscription and withdrawal requests.

Where a custodian has been appointed, clients typically receive statements from their account custodians at least quarterly and are encouraged to compare statements received from us with statements received from their client account custodians. Clients should carefully review their custodian statements to ensure they reflect the appropriate activity in their account. If there are differences between a client’s custodian statement and an Aberdeen account statement, or if a client has not received their account custodian statement, they are instructed to contact their client service representative.



## **Item 16 – Investment Discretion**

Depending upon the terms of an investment management agreement entered into with each client, we may have discretionary authority to make the following determinations without client consultation or consent prior to effecting each transaction:

- the securities that are to be bought or sold;
- the total amount of the securities to be bought or sold;
- the broker-dealer through whom securities are to be bought or sold; and
- the commission rates at which securities transactions for client accounts are effected.

We exercise discretion in a manner consistent with the stated investment objectives for a particular client account. We may accept advisory accounts with limited discretion or where investments are client-directed pursuant to an investment management agreement. We may also be limited in the type or quantity of securities purchased or held due to certain regulatory or internal compliance restrictions. Client investment guidelines and restrictions must be provided to us in writing. Unless Aberdeen and a client have entered into a non-discretionary arrangement, Aberdeen generally is not required to provide notice to, consult with, or seek the consent of its clients prior to engaging in transactions. Please refer to Item 4 of this Brochure for additional information on clients' ability to tailor investment guidelines.

## Item 17 – Voting Client Securities

Clients have the option to vote their proxies themselves or to authorize Aberdeen to vote proxies on their behalf. We have established policies for voting these proxies in the best interests of our clients. When voting on proxies in active investment portfolios, we generally rely on our own in-house research and analysis. In the instance of a conflict, we may cross-reference our voting decision against a third-party service provider recommendation while still taking the decision ourselves, fully in clients' best interests. For funds managed by a sub-adviser, we may delegate to the sub-adviser the authority to vote proxies; however, the sub-adviser will be required to either follow our policies and procedures or to demonstrate that their policies and procedures are consistent with ours, or otherwise implemented in the best interest of clients. For other portfolios, responsibility for deciding how shares will be voted resides with the relevant portfolio management team. Any portfolio manager with knowledge of a personal conflict of interest (e.g., a family member on a company's management team) shall disclose that conflict and may be required to recuse him/herself from the proxy voting process. In the event there is a material conflict of interest identified by a portfolio manager, decisions on how to vote will be escalated to a corporate governance specialist and/or the regional desk head. The regional desk head is responsible for fully documenting the conflict of interest as well as the portfolio manager's rationale for a vote.

There may be certain circumstances where Aberdeen may take a limited role in voting proxies. We will not vote proxies for client accounts in which the client contract specifies that Aberdeen will not vote. We may abstain from voting a client proxy if the voting is uneconomic or otherwise not in clients' best interests. For companies held only in passively managed portfolios we have established voting templates which automatically applies our voting approach; we have scope to intervene to test that this delivers appropriate results, and will on occasions intrude to apply a vote more fully in clients' best interests. If voting securities are part of a securities lending program, we may be unable to vote while the securities are on loan. However, we have the ability to recall shares on loan or to restrict lending when required, in order to ensure all shares have voted. In addition, certain jurisdictions may impose share-blocking restrictions at various times which may prevent Aberdeen from exercising our voting authority.

We recognize that there may be a potential conflict of interest if we vote on a security in which a portfolio manager owns the holding in a personal account. Similarly, there may be a potential conflict if we vote on securities of publicly traded clients or if we vote on a security that a director of Aberdeen PLC or our mutual funds have an interest. Another conflict may exist if we have a business relationship with (or are actively soliciting business from) either a company soliciting the proxy or a third party that has a material interest in the outcome of a proxy vote. In order to avoid any perceived or actual conflict of interests, we have established procedures to escalate decision-making so as to ensure that our voting decisions are based on our clients' best interests and are not the product of a conflict.

Clients may obtain a free copy of Aberdeen's proxy voting policies and procedures and/or proxy voting records for their account by contacting us at (215) 405-5700. Aberdeen's corporate governance guidelines, known as our Stewardship Principles, is the framework we use for investment analysis, shareholder engagement and proxy voting across companies worldwide. They are published on our website at: <http://www.aberdeen-asset.com/doc.nsf/Lit/CorporateGovernanceGroupPrinciples>

Clients that have not granted Aberdeen voting authority over securities held in their accounts will receive their proxies in accordance with the arrangements they have made with their service providers.

## **Item 18 – Financial Information**

Registered investment advisers are required to provide you with certain financial information or disclosures about Aberdeen's financial condition. We have no financial commitment that impairs our ability to meet contractual and fiduciary commitments to clients. In addition, we have not been the subject of a bankruptcy proceeding.

## APPENDIX A - Fee Schedules

The following are our standard segregated and/or commingled account fee schedules. However, fees and other compensation are negotiated in certain circumstances, and arrangements with any particular client may vary.

Strategy	Minimum Account Size	Fee Schedule
Hedge Fund Solutions	Segregated - \$50 million Commingled - \$200k	Segregated: \$50-150m: 0.60%, \$150-300m: 0.50%, \$300-500m: 0.45% * Commingled: <\$50m: 0.70%, \$50m+: 0.50% *
Alternative Risk Premia	Segregated - negotiable Commingled - \$200k	Segregated (Active- managed to model):<\$20m: 0.50%, \$20- 50m: 0.35%, \$50-100m: 0.30% * Segregated (Active- custom):<\$20m: 0.60%, \$20- 50m: 0.40%, \$50-100m: 0.30% * Segregated (Passive): \$20-50m: 0.20%, \$50-100m: 0.15% * Commingled: <\$20m: 0.50%, \$20-50m: 0.30%, \$50-100m: 0.25% *
Private Markets	Segregated – negotiable Commingled- \$200k	Segregated:<\$100m: 0.55% + 5% performance (over hurdle), \$100-300m: 0.50% + 5% performance (over hurdle), \$300m+: 0.40% + 5% performance (over hurdle) Commingled: :<\$100m: 0.75% on commitments + 10% performance (over hurdle), 100m+: 0.75% on commitments + 5% performance (over hurdle)
Real Assets - Indirect	Segregated – negotiable Commingled- \$200k	Segregated:<\$100m: 0.50% and 3% performance over CPI + 3% over hurdle, \$100+: 0.45% and 3% performance over CPI + 3% over hurdle Commingled: 0.60% and 3% performance over CPI + 3% over hurdle
Infrastructure	negotiable	Greenfield: <\$100m: 1.20%, \$100-300m: 1% \$300m+: 0.85% * Brownfield: <\$300m: 0.50%, \$300m+: 0.45% *

\*Subject to negotiation with fund manager.