

# Item 1 – Cover Page

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**Part 2A of Form ADV  
Brochure for:**

**ePlanet Capital Group Holdings LLC**

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**March 27, 2019**

**This Brochure provides information about the qualifications and business practices of ePlanet Capital Group Holdings LLC (“ePlanet” or the “Firm”). If you have any questions about the contents of this Brochure, please contact the Firm at the address listed above. The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission (“SEC”) or by any state securities authority.**

**ePlanet is a registered investment adviser with the SEC Registration of an investment adviser does not imply any certain level of skill or training.**

**Additional information about ePlanet is also available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).**

## **Item 2 – Material Changes**

Item 2 discusses only material changes to the Brochure since such prior version.

Since the last filing of the Brochure, there have been no material changes to ePlanet's advisory business.

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## Item 4 – Advisory Business

### A. Description of the Advisory Firm

ePlanet, a Delaware limited liability company, is investment adviser registered with the SEC. ePlanet was formed in 2009 and has carried on activities in the venture capital space since 1999 under previous structures. Asad Jamal is the principal owner and Managing Partner of ePlanet.

### B. Types of Advisory Services

ePlanet serves as general partner and investment adviser to private investment funds (the “Funds”). ePlanet may decide in the future to sponsor or manage additional private investment funds.

Pursuant to each Fund’s offering memorandum, limited partnership agreement and subscription documents (“Constituent Documents”). ePlanet provides investment advisory and management to Funds which make investments pursuant to a venture strategy (the “Venture Funds”) and a Fund makes investments in public securities (the “Equity Fund”).

The Funds are offering limited partnership interests (“Interests”) to certain qualified investors as described in response to Item 7, below (such investors are referred to herein as “Investors”).

ePlanet also provides investment advisory and management services to High Net Worth Individuals (the “Separate Accounts”, together with the Funds, ePlanet’s “Clients”). Separate Account arrangements are governed by a written Investment Advisory Agreement (the “Agreement”) executed by both ePlanet and the Client.

### C. Client Tailored Services and Client Imposed Restrictions

Advisory services are tailored to achieve the Clients’ investment objectives. With respect to the Funds, ePlanet has the authority to select which and how many securities and other instruments to buy or sell without consultation with the Fund or its Investors.

Separate Account Clients may impose certain limitations on investment activities in their accounts.

### D. Wrap Fee Programs

ePlanet does not participate in wrap fee programs.

### E. Amounts Under Management

As of December 31, 2018, ePlanet has approximately \$238.9 million of assets under management on a discretionary basis and \$0 on a non-discretionary basis.

## Item 5 – Fees and Compensation

### A. Fee Schedule

The fees and compensation payable to ePlanet are negotiable and vary among its Clients. However, the range of compensation is generally as follows:

#### 1. Management Fee

With respect to the Venture Funds, ePlanet typically receives a quarterly asset-based management fee calculated as a percentage of each Investor's committed capital, payable quarterly in advance. For the Equity Fund, ePlanet receives a quarterly management based on the closing net asset value ("NAV") of the prior quarter.

With respect to Separate Accounts, ePlanet generally receives fees similar to those paid by the Funds but are subject to additional negotiation as to amount and timing. Fees paid by Separate Accounts may be different and/or more favorable than those paid by the Funds and, by extension, the Investors

#### 2. Performance-based Fees

From the Funds, ePlanet generally receives an incentive allocation equal to a percentage of the net income allocated to each Investor for the year, but only to the extent net income allocated to that Investor exceeds any cumulative losses that were allocated to that Investor for earlier periods and that have not been recovered (a "high water mark"). This incentive allocation is generally between 10% and 25% and is typically made at the end of each calendar year.

Client expenses, including the management fee and any performance-based fees may constitute a higher percentage of average net assets than could be found in other investment programs.

Separate Accounts may or may not pay performance-based compensation, depending on the terms of their Agreement with ePlanet. Performance-based fees for Separate Accounts will generally be similar to those paid by the Funds, but are subject to additional negotiation as to amount and timing.

### B. Payment of Fees

Management fees, performance-based fees, and third-party fees (discussed below) are deducted from Client assets. Management fees are withdrawn at the beginning of each quarter. Performance-based fees are determined as of the last business day of the calendar year and as of any date on which an Investor makes a withdrawal or receives a distribution from such Investor's capital account(s), or the date on which a Separate Account Client closes its account(s).

### C. Third-Party Fees

Clients shall pay such costs and expenses as ePlanet shall reasonably determine to be necessary, appropriate, advisable or convenient to carry on its business and realize its objective, including but not limited to: (i) management fees; (ii) all general investment

expenses (i.e., expenses which ePlanet reasonably determines to be directly related to the investment of the Client's assets); (iii) all administrative, legal, accounting, auditing, record-keeping, tax form preparation, compliance and consulting costs and expenses; (iv) fees, costs and expenses of third-party service providers that provide such services; and, (v) any extraordinary expenses, among other expenses.

ePlanet's fees are exclusive of brokerage commissions, transaction fees, and other related costs and expenses which shall be incurred by the Clients. Such charges, fees and commissions are exclusive of and in addition to ePlanet's management fee, and ePlanet shall not receive any portion of these commissions, fees, and costs.

Please see Item 12 of this Brochure regarding brokerage.

**D. Prepayment of Fees**

ePlanet will pro rate the management fee for Fund Interests held for less than a full quarter as a result of subscribing for interests other than on the first business day of the quarter. Prepaid but unearned fees are refunded to the Clients and/or Investors, as the case may be.

For the Equity Fund, ePlanet generally requires Fund Investors wishing to withdraw amounts from their capital accounts upon 30 days written notice for the last business day of a quarter and does not permit withdrawals on any other date. In the event that ePlanet does permit an off-cycle withdrawal or account closure, any prepaid fees (such as management fees) will be refunded for the partial quarter. Any applicable performance-based fees will be calculated at the time of withdrawal or closure and deducted from the proceeds. For the Venture Funds, the ePlanet does not allow for withdrawals.

ePlanet will pro rate the management fee for Separate Accounts opened or closed mid quarter. Prepaid but unearned fees are refunded to such Client, as the case may be.

**E. Outside Compensation for the Sale of Securities**

Neither ePlanet nor its supervised persons accepts compensation for the sale of securities or other investment products outside of its association with ePlanet.

**The foregoing discussion in Items 5 represents ePlanet's basic compensation arrangements. The management fees and incentive allocations described above are structured to comply with Rule 205-3 under the Advisers Act and applicable state laws. Fees and other compensation are negotiable in certain circumstances and arrangements with any particular Investor may vary. Although ePlanet believes its fees are competitive, lower fees for comparable services may be available from other investment advisers.**

## **Item 6 - Performance-Based Fees and Side-By-Side Management**

As discussed in Item 5.A., ePlanet generally receives an incentive allocation equal to a percentage of the net income allocated to each Investor for the year with respect to its Funds.

Differences in ePlanet's compensation arrangements with its Clients, particularly if some Clients were to pay higher performance-based compensation, could create incentives for ePlanet to manage Client portfolios so as to favor those portfolios of Clients paying higher performance-based compensation, as could ePlanet's ownership interest (e.g., as the general partner) in some Client accounts. Notwithstanding these conflicts, ePlanet will allocate transactions and opportunities among the various Client accounts it manages in a manner it believes to be as equitable as possible, considering each account's objectives, programs, limitations and capital available for investment, but even accounts with similar objectives will often have different investment portfolios.

Performance-based compensation may provide a possible incentive for ePlanet to make riskier or more speculative investments on behalf of a Client than it might make otherwise. Notwithstanding this potential incentive, ePlanet will evaluate investments in a manner that it considers to be in the best interest of its Clients, given those Clients' investment objectives, investment strategies, suitability of the investment, and risk profile.

### **Item 7 – Types of Clients**

ePlanet provides investment advice and management to the Funds and Separate Accounts including high net worth individuals, charitable organizations, independent wealth advisors, and family offices.

ePlanet may in the future provide the same or similar services to other privately placed investment funds and/or separately managed accounts.

ePlanet intends to restrict the number of Investors in the Funds and will offer Interests only through non-public transactions in order to maintain their exclusion from "investment company" status under the Investment Company Act of 1940, as amended (the "Investment Company Act").

Prospective Investors in the Funds must meet eligibility criteria, and are subject to certain withdrawal requirements and limitations. Prospective Investors are encouraged to thoroughly review a Fund's Constituent Documents, which set forth all of the terms in detail. Though the Clients generally pursue the same strategy, offering terms may differ. Terms for Separate Accounts are generally similar to the Funds, but can be negotiated on a case by case basis and may differ from those of the Funds.

*The Funds.* Each Investor generally must be an "accredited investor" (as defined in Regulation D under the Securities Act of 1933), a "qualified purchaser" (as defined in Section 2(a)(51) of the U.S. Investment Company Act of 1940, as amended), an Investor who is eligible to enter into a performance fee arrangement under state and/or federal law, as applicable, and must meet other criteria as specified in the Constituent Documents. The minimum initial investment is \$250,000, subject to waiver at the discretion of ePlanet.

*Separate Accounts.* Generally, similar terms will apply to Separate Accounts, though such Separate Account Clients may negotiate terms that differ or are more favorable than those for the Funds

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

### **A. Methods of Analysis**

ePlanet's primary methods of analysis are charting, fundamental and quantitative analysis using the Firm's proprietary models and research.

### **B. Investment Strategies**

#### **Public Market Investment Strategy**

ePlanet seeks to generate long term capital appreciation through investment in the securities of companies listed on major US and non-US stock exchanges. These companies are currently, or in the future, expected to generate a major portion of their revenue or equity value from Technology and related industries.

ePlanet invests in companies through the application of proprietary fundamental analyses and quantitative processes to equity markets. For fundamental analysis, the team identifies macro themes, trends, industry changes, regulatory changes and leverages on its 20 years of venture capital experience to identify a subset of companies are expected to exhibit sustainable earnings growth and financial performance in the future. The quantitative process has been built using empirical research by the ePlanet team with decades of technology investing experience in private markets.

#### **Venture Capital Investing Strategy**

ePlanet pursues a global, opportunistic investment strategy with a focus on high growth countries and industries. ePlanet's investment strategy enables the team to source, evaluate, compare and invest in the most attractive venture and growth investment opportunities globally. ePlanet's geographical reach facilitates the identification and assessment of ground-breaking innovation, as it develops around the globe. The investment strategy is based upon investing in companies that are transmigrating business models and technological innovation from developed markets to emerging markets. The investment strategy is opportunistic and does not maintain pre-set allocations for geography, stage or sector, allowing for a dynamic allocation of capital.

ePlanet's investment strategy seeks to identify successful technologies and innovative business models in developed markets and to proactively seek investment opportunities that represent the first migration of the same to the emerging markets.

ePlanet will invest in companies for which the application of technological and business model innovation has the potential to generate high growth in a variety of sectors, including: Internet and ecommerce, semiconductors and electronics, wireless and telecoms, healthcare



and medical technologies, clean energy and energy efficiency and consumer demand-driven growth industries (agriculture, logistics, education and retail).

C. Risks of Investments and Strategies Utilized

Investing in securities involves risk of loss that Clients and Investors should be prepared to bear.

The foregoing list of risk factors does not purport to be a complete enumeration or explanation of every risk involved in an investment with ePlanet. Prospective Investors and Clients should read the entire Brochure as well the Constituent Documents, Agreement other materials that may be provided by ePlanet and consult with their own advisers prior to engaging ePlanet's services.

Risk Factors

Investing in securities involves a substantial degree of risk. A Client may lose all or a substantial portion of its investments, and Clients and Investors must be prepared to bear the risk of a complete loss of their investments. ePlanet cannot assure investors that it will be able to successfully select, make and realize investments in any particular portfolio company, and there is no assurance that ePlanet will generate returns or generate returns that will be commensurate with the risk of the types of venture capital investing in which it expects to engage.

Below are brief summaries of certain material risks relating to the investment strategies and methods of analysis that ePlanet employs and the types of securities that the Firm may purchase but are not limited to, the following:

- ePlanet will compete with other entities to acquire investments. Such competition may result in less favorable investment terms than would otherwise be the case. ePlanet may be unable to find a sufficient number of attractive opportunities to meet its investment objectives or to deploy the full amount of capital committed to the applicable Funds.
- Privately held technology and technology related companies may be in their developmental stage of operations, have little or no revenues and may not be profitable. Privately held late-stage companies are often also more reliant on a few critical founding individuals and other key personnel. The loss of the services of one or more of these personnel may adversely affect the outcomes of a portfolio company.
- Some private companies may require considerable additional capital to develop technologies and markets, acquire customers and achieve or maintain a competitive position. This capital may not be available at all, or on acceptable terms. The technologies and markets of such companies may not develop as anticipated, even after substantial expenditures of capital.
- The marketability and value of a Clients investments in private companies will depend on many factors beyond ePlanet's control. There will be no readily available market for private investments. The public market for technology intensive and other emerging growth companies is extremely volatile. Such volatility may adversely affect the development of

portfolio companies, the ability of a Client to dispose of investments, and the value of investment securities on the date of sale or distribution by a Client.

- A Client's positions in an issuer's securities may be subordinated to other securities of the issuer with respect to economic, management and other rights.
- A Client may be required to make representations about the business and financial affairs of a portfolio company in connection with its disposition and may be required to indemnify the purchasers of such investment. These arrangements may result in contingent liabilities, which might ultimately have to be funded by that Client.
- Private Company investments are frequently highly illiquid and may require a significant period of time until a liquidity event (such as an initial public offering, merger or sale). Such investments are often in securities that are restricted and cannot be resold or transferred without significant limitations. There can be no assurance that a portfolio company will be able to consummate a liquidity event at a proper time or favorable valuation.
- Investors in the Funds generally are not permitted to withdraw capital from the Clients for certain periods of time disclosed in each Funds' operating documents, and as a result will have extremely limited liquidity.
- A Client may not achieve its investment objectives. A strategy may not be successful and investors may lose some or all of their investment.
- Investor sentiment on the market, an industry or an individual stock, fixed income or other security is not predictable and can adversely affect a Client's investments.
- Clients will likely be concentrated in technology-sector companies, many of which may have micro- to small-sized market capitalizations and are unseasoned companies. Those securities involve substantially higher risks than do investments in non- technology companies.
- ePlanet may not be able to obtain complete or accurate information about an investment and may misinterpret the information that it does receive. ePlanet also may receive material, non-public information that prevents it from trading securities of a company or a Client when the Client could make a profit or avoid losses.
- ePlanet may cause Clients to invest in securities issued by non-U.S. companies. The risks of these investments include: political risks; economic conditions of the country in which the issuer is located; limitations on foreign investment in any such country; currency exchange risks; withholding taxes; limited information about the issuer; limited liquidity; and limited regulatory oversight.
- Changes in economic conditions can adversely affect investment performance. At times, economic conditions in the U.S. and elsewhere have deteriorated significantly, resulting in volatile securities markets and large investment losses. Government actions responding to these conditions could lead to inflation, uncertainty in certain regulated industries and other negative consequences to investors such as the Funds.
- ePlanet and its affiliates and agents generally are not responsible to a Client for that Client's losses unless the conduct meets an exception to the specific limitation of liability provisions

in the applicable agreements that govern ePlanet' or its affiliates' relationship with that Client.

- There is not and will not be an active market for Client interests. It will often be impossible to transfer any such interests.
- Clients may hold stocks that disappoint earnings expectations and decline and may short stocks that beat earnings expectations and rise.
- Clients will take positions in securities of small, unseasoned companies that are less actively traded and more volatile than those of larger companies. Such companies involve higher risks than more established companies, and may experience rapid declines in values
- ePlanet may provide some investors in the Funds more frequent or detailed reports, special compensation arrangements, co-investment rights or other rights and privileges that it does not provide to other investors.
- ePlanet may engage in hedging, which may reduce profits, increase expenses and cause losses. Price movement in a hedging instrument and the security hedged do not always correlate, resulting in losses on both the hedged security and the hedging instrument. ePlanet is not obligated to hedge Clients' portfolio positions, and it frequently may not do so.
- ePlanet may use leverage by borrowing on margin, and trading futures, other interests and derivatives, which increases volatility and risk of loss. These instruments can be difficult to value. An incorrect valuation could result in losses.
- ePlanet may sell covered and uncovered options on securities. The sale of uncovered options could result in unlimited losses.
- Clients may invest in securities of non-U.S., public, private and government issuers. The risks of these investments include political risks, risks associated with the economic conditions and legal systems of the country in which the issuer is located, limitations on foreign investment in any such country, currency exchange risks, withholding taxes, more limited information about the issuer, limited liquidity and limited regulatory oversight.
- Changes in economic conditions can adversely affect investment performance. At times, economic conditions in certain parts of the world have fluctuated significantly, resulting in volatile securities markets and periodic large investment losses. Government actions responding to these conditions could lead to inflation and other negative consequences to the Funds.

### **Item 9 – Disciplinary Information**

Neither ePlanet nor its management persons have been a party to any legal or disciplinary events that would be material to a client's or prospective client's evaluation of its investment advisory business or the integrity of its management.

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

### **A. Registration as a Broker-Dealer or Broker-Dealer Representative**

Neither ePlanet nor its management persons are registered as a broker-dealer or broker-dealer representative.

### **B. Registration as a Futures Commission Merchant, Commodity Pool Operator, or a Commodity Trading Adviser**

Neither ePlanet nor its management persons are registered as futures commission merchant, commodity pool operator, or a commodity trading adviser.

### **C. Relationships Material to this Advisory Business and Possible Conflicts of Interest**

There are no other relationships or arrangements that are material to this advisory business.

### **D. Selection of Other Advisors or Managers**

ePlanet does not utilize nor select other advisors or third-party managers. All assets are managed by ePlanet.

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

### **A. Code of Ethics**

ePlanet has adopted a Code of Ethics (the “Code”) pursuant to Rule 204A-1 under the Investment Advisers Act of 1940, as amended. The Code governs the activities of each member, officer, director and employee of ePlanet (collectively, “Employees”). ePlanet holds its Employees to a high standard of integrity and business practices that reflects its fiduciary duty to the Client. In serving its Client, ePlanet strives to avoid conflicts of interest or the appearance of conflicts of interest in connection with the personal trading activities of its Employees and Client securities transactions. When persons covered by the Code engage in personal securities transactions, they must adhere to the following general principles as well as to the Code’s specific provisions: (a) at all times the interests of Client must be paramount; (b) personal transactions must be conducted consistent with the Code in manner that avoids any actual or potential conflict of interest; and (c) no inappropriate advantage should be taken of any position of trust and responsibility. Employees covered by the Code have certain trading restrictions and reporting obligations of their personal securities transactions. Each Employee is provided with a copy of the Code and must annually certify that they have received it and have complied with its provisions. In addition, any Employee who becomes aware of any potential violation of the Code is obligated to report the potential violation to the Chief Compliance Officer.

ePlanet will provide a copy of its Code of Ethics to Clients and prospective Clients upon request. Such a request may be made by submitting a written request to ePlanet at the address on the cover page to this Brochure.

**B. Recommendations Involving Material Financial Interests**

Neither ePlanet nor its related persons recommends to Clients, or buys or sells for Client accounts, securities in which ePlanet or a related person has a material financial interest.

**C. Investing Personal Money in the Same Securities as Clients**

ePlanet's policies and procedures prohibit its Employees and related persons from trading ahead of Clients in the same instruments that ePlanet buys or sells for Client accounts. However, there may be circumstances in which ePlanet, its Employees and/or related persons have holdings in the same instruments that ePlanet buys or sells for Client accounts, and it or they may own securities, or options on securities, of issuers whose securities are subsequently bought for Client accounts because of ePlanet's recommendations regarding a particular security. ePlanet's policy as to such transactions is that neither ePlanet nor any of its Employees or related persons are to benefit from price movements that may be caused by transactions for Client accounts or otherwise ePlanet addresses this conflict by requiring Employees to sign and adhere to ePlanet's Code of Ethics and to report personal securities holdings and transactions to ePlanet.

**D. Trading Securities At/Around the Same Time as Clients' Securities**

As discussed above, from time to time, ePlanet, its Employees, or related persons of ePlanet may buy or sell securities for themselves that ePlanet also recommends to the Client. ePlanet will always document any transactions that could be construed as conflicts of interest and will always transact Client business before the business of its Employees and/or related persons when similar securities are being bought or sold.

Certain Employees of the Firm serve on the boards of directors of several private companies, which are issuers of securities held by the Firm's Clients. In such cases, the Firm has internal procedures to handle these potential or actual conflicts, or if there is no specific procedure, the Firm's Chief Compliance Officer will be responsible for resolving the potential or actual conflict. Other than acting in compliance with the Code, the compliance manual and the governing documents of the applicable Fund, neither ePlanet nor any related person recommends securities to Funds, or buys or sells securities for a Fund's accounts, at or about the same time the Firm or any related person buys or sells the same securities for their own accounts.

## **Item 12 – Brokerage Practices**

**A. Factors Used to Select or Recommending Broker-Dealers**

ePlanet will always have discretion as to the placement of brokerage (and accordingly, the commission rates paid). In selecting brokers to effect portfolio transactions, the ePlanet considers such factors as price, quality of execution, expertise in particular markets, the ability of the brokers to effect the transactions, the brokers' facilities, reliability, reputation, experience, financial responsibility in particular markets, familiarity both with investment practices generally and techniques employed by clients and certain brokerage or research

services (“soft dollar items”) provided by such brokers and clearing and settlement capabilities, subject at all times to principles of best execution, in accordance with the ePlanet’s policies and procedures. In selecting broker/dealers to execute transactions, the ePlanet need not solicit competitive bids and does not have an obligation to seek the lowest available commission cost. ePlanet believes that the broker-dealers that it recommends provide competitive transaction and custody costs, helping Clients to eliminate or control costs and optimize the custodial structure to the benefit of account holders. When possible, ePlanet seeks to pre-negotiate preferred terms for its Clients providing the benefits associated with the economy of scale and custodial knowledge of the Firm.

Certain brokers utilized by ePlanet may provide general assistance to ePlanet, including, but not limited to technical support, consulting services, and consulting services related to staffing needs. In selecting a broker, ePlanet may consider the broker’s general assistance and consulting services. To the extent ePlanet would otherwise be obligated to pay for such assistance, it has a conflict of interest in considering those services when selecting a broker.

1. Research and Other Soft Dollar Benefits

ePlanet does not currently receive research or other products or service other than execution from a broker-dealer or third-party in connection with Client securities transactions (“soft dollar benefits”). However, in the future, ePlanet shall have the right if, in good faith, it considers it to be in the best interest of the Clients and consistent with ePlanet’s obligations to do so, to enter into “soft dollar” arrangements with one or more broker-dealers. All “soft dollar” arrangements will fall within the safe harbor provided by Section 28(e) of the Securities Exchange Act, as that safe harbor is currently interpreted by the Securities and Exchange Commission. If in the future ePlanet obtains “soft-dollar” benefits, this Brochure will be appropriately amended.

2. Brokerage for Client Referrals

ePlanet does not consider, in selecting or recommending broker-dealers, client referrals from a broker-dealer. ePlanet may receive referrals in the future and if it does it will appropriately amend this Brochure.

3. Directed Brokerage

Separate Accounts may direct ePlanet use a specific broker. However, in such cases, ePlanet will not have the ability to negotiate the terms and conditions of the broker’s services, including, but not limited to, commission rates and therefore does not have responsibility for obtaining the best prices or particular commission rates with or through any such broker. Consequently, Clients in directed brokerage arrangements may not obtain rates as low as it might be available by following ePlanet’s recommendations.

B. Aggregating Trading for Multiple Client Accounts

ePlanet may (but is not required to) combine orders on behalf of one Client account with orders for other Client accounts for which it or its principals have trading authority, or in which it or its principals have an economic interest. When it does, ePlanet will generally allocate the securities or proceeds arising out of those transactions (and the related

transaction expenses) on an average price basis among the various participants. ePlanet believes combining orders in this way will, over time, be advantageous to all participants. However, the average price could be less advantageous to a Client than if that Client had been the only account effecting the transaction or had completed its transaction before the other participants. Because of ePlanet's relationship to the Clients it manages by virtue of its position as an investment manager, there may be circumstances in which transactions for those entities may not, under certain laws, regulations and internal policies, be combined with those of some of ePlanet's and its affiliates' other Clients, which may result in less advantageous execution for those Clients.

ePlanet may place orders for the same security for different Clients at different times and in different relative amounts due to differences in investment objectives, cash availability, size of order and practicability of participating in "block" transactions. The level of participation by different Clients in the same security may also be dependent upon other factors relating to the suitability of the security for the particular Client.

In addition, ePlanet and/or its related persons or Clients may buy or sell specific securities for its or their own account that are not deemed appropriate for Clients at the time, based on personal investment considerations that differ from the considerations on which decisions as to investments for Clients are made. Where execution opportunities for a particular security are limited, ePlanet attempts in good faith to allocate such opportunities among Clients in a manner that, over time, is equitable to all Clients.

### **Item 13 – Review of Accounts**

A. Frequency and Nature of Periodic Review and Who Makes Those Reviews

ePlanet reviews Client accounts on a weekly basis to ensure consistency with the Client's strategy and performance objectives. Asset allocation, cash management, market prospects and individual issue prospects are considered. The reviews are conducted by senior management.

B. Factors That Will Trigger a Non-Periodic Review of Client Accounts

Reviews may take place more frequently if triggered by economic, market, or political conditions.

C. Content and Frequency of Regular Reports

Investors in the Funds will generally receive unaudited reports of performance quarterly and will receive audited year-end financial statements annually.

Each Client's custodian provides quarterly reports to Clients showing the assets in each Client account, the market value, and each account's performance for the quarter.

ePlanet provides quarterly statements to Clients, which should be compared to the statements they also receive from their custodians.

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

### **A. Economic Benefits Provided by Third Parties**

ePlanet does not receive any economic benefit, directly or indirectly from any third party for advice rendered to the Client.

### **B. Compensation to Non-Advisory Personnel for Client Referrals**

Currently, neither ePlanet nor its related persons directly or indirectly compensate any person who is not advisory personnel for Client referrals. If in the future ePlanet enters into such arrangements, this Brochure will be appropriately amended.

## **Item 15 – Custody**

A rule under the Investment Advisers Act provides that, because ePlanet is the general partner of the Fund, it is considered to have “custody” of the Fund’s assets, even though independent custodians (Prime Brokers) actually hold those assets. That rule generally requires investment advisers that have “custody” of Client assets to cause certain account statements detailing holdings and transactions to be sent to Clients, and imposes certain other obligations. However, advisers to investment funds like the Fund need not comply with those requirements if, among other things, the Fund provides Investors with audited financial statements by a specified time each year and those financial statements meet certain requirements. ePlanet satisfies those conditions and therefore is not subject to reporting and other obligations.

Separate Account Clients receive at least quarterly account statements directly from their custodians, listing account balance(s), transaction history and any fee debits or other fees taken out of the account. Upon opening an account with a qualified custodian on a Client’s behalf, ePlanet promptly notifies the Client in writing of the qualified custodian’s contact information. If ePlanet also sends account statements or similar reporting to Clients, these will include a legend that recommends that the Client compare them to the account statements received from the qualified custodian.

## **Item 16 – Investment Discretion**

Funds’ Constituent Documents generally authorize ePlanet to invest and trade the assets in a broad range of investments, to be selected at ePlanet’s sole discretion, with no specific limitations as to type, amount, concentration, or leverage. Further, ePlanet may enter into any type of investment transaction and employ any investment methodology or strategy it deems appropriate.

Pursuant to the Funds’ Constituent Documents each Investor designates ePlanet as its attorney-in-fact to execute, certify, acknowledge, file, record and swear to all instruments, agreements and documents necessary or advisable to carrying out the Clients’ business and



affairs, including execution of the Clients' governing documents. An Investor's execution of a Fund's subscription agreement constitutes its execution of the Fund's Constituent Documents and the terms and conditions set forth therein. Generally, Separate Account is similarly managed on a fully discretionary basis to invest and trade the assets in a broad range of investments, to be selected at ePlanet's discretion. Separate Account Clients may place limitations, such as those with respect to type, amount, or concentration. However, ePlanet may otherwise enter into any type of investment transaction and employ any investment methodology or strategy it deems appropriate to achieve a particular Separate Account investment objective. Pursuant to the Agreement between each Separate Account and ePlanet designates ePlanet as its attorney-in-fact to execute, certify, acknowledge, file, record and swear to all instruments, agreements and documents necessary or advisable to carrying out its investment activities; such Agreement will also describe the limitations, if any, placed on ePlanet's investment discretion.

### **Item 17 – Voting Client Securities.**

ePlanet exercises voting authority over Client proxies and has adopted proxy voting policies and procedures in accordance with Rule 206(4)-6 of the Investment Advisers Act of 1940, as amended. The policies require ePlanet to vote proxies received in a manner consistent with the best interests of the Client.

Clients may obtain a copy of ePlanet's complete proxy voting policies and procedures upon request. Clients may also obtain information from ePlanet about how ePlanet voted any proxies on behalf of their account(s).

### **Item 18 – Financial Information**

ePlanet has no financial commitment that impairs its ability to meet contractual and fiduciary commitments to Clients and has not been the subject of a bankruptcy petition.

A. Balance Sheet

ePlanet does not require nor solicit prepayment of more than \$1200 in fees per Client, six months or more in advance and therefore does not need to include a balance sheet with this Brochure.

B. Financial Condition

ePlanet has discretionary authority over the Client's assets. At this time, neither ePlanet nor its management persons have any financial conditions that are likely to reasonably impair its ability to meet contractual commitments to Clients.

C. Bankruptcy Petitions in Previous Years

ePlanet has not been the subject of a bankruptcy petition in the last ten years.

**Item 19 – Requirements for State-Registered Advisers**

Not applicable.