

**Item 1. Cover Page**

**Form ADV Part 2A  
Clocktower Group, L.P.**

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**Amended March 28, 2024**

This brochure provides information about the qualifications and business practices of Clocktower Group, L.P. (“Clocktower Group”). If you have any questions about the contents of this brochure, please contact our Chief Compliance Officer, Tyler Hathaway, at (310) 458-2915 or [thathaway@clocktowergroup.com](mailto:thathaway@clocktowergroup.com). The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Clocktower Group is a registered investment adviser with the Securities and Exchange Commission (“SEC”); however, such registration does not imply a certain level of skill or training and no inference to the contrary should be made.

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

## **Item 2. Material Changes**

This brochure, dated March 28, 2024, serves as an update to our brochure dated March 30, 2023. There have been no material changes since our last Brochure other than to update Regulatory Assets Under Management in Item 4. Clocktower Group encourages each client to read the Brochure carefully and to call us with any questions they may have.

For more information about the firm, please visit [www.cloktowergroup.com](http://www.cloktowergroup.com). Additional information about Clocktower Group and its investment adviser representatives is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

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#### **Item 4. Advisory Business**

Clocktower Group, L.P. (“Clocktower Group” or the “Firm”) is a Delaware limited partnership that has been in business since 2007 and has been registered as an investment adviser with the SEC since June 2015. Clocktower Group provides discretionary investment advisory services to privately offered pooled investment funds that invest in private hedge funds (“Hedge Funds of Funds”) and venture capital investments in various private companies (“Venture Capital Funds”) (together all private investment funds, including Hedge Funds of Funds and Venture Capital Funds, are referred to as the “Clocktower Funds” or “Funds”). Additionally, the Firm provides non-discretionary investment consulting services to certain unaffiliated institutional clients (each such client, an “investment consulting client” and collectively the “investment consulting clients”). The Firm also provides strategy research reports to certain institutional clients and high net worth clients (each such client, a “strategy research reporting client” and together, the “strategy research reporting clients”). Clocktower Group uses the term “institutional clients” to refer to investment advisers, endowments, banks, family offices, and pension plans. Steven Drobny is Clocktower Group’s Managing Partner and controlling owner. As of December 31, 2023, Clocktower Group had \$1.723 billion of regulatory assets under management on a discretionary basis.

##### ***Clocktower Funds***

As outlined above, Clocktower Group provides discretionary investment advisory services to the Clocktower Funds. Clocktower Group manages the assets of the Clocktower Funds based on the specific investment objectives and restrictions of each fund, which are outlined in the respective fund’s offering documents, rather than on the individual needs and objectives of the individual investors in the Clocktower Funds.

##### ***Investment Consulting Services***

Clocktower Group provides the investment consulting clients with analysis and recommendations regarding asset allocation and with respect to potential investments in various third-party investment managers and private hedge funds, customized in accordance with an individual client’s needs and objectives.

Investment consulting clients are free at all times to accept or reject any of Clocktower Group’s investment recommendations and at all times retain authority and discretion over all investment decisions. Clocktower Group does not execute or facilitate any investments on behalf of its investment consulting clients.

##### ***Strategy Research Reporting***

Clocktower Group provides the strategy research reporting clients with analysis and reporting on geopolitics, macroeconomics, and markets. This reporting is broad in nature, is not tailored to a specific client’s objectives, should not be considered investment advice to buy or sell any

particular securities, and does not consider differences in client portfolio needs and characteristics.

### ***Wrap Programs***

Clocktower Group does not participate in any wrap fee programs.

## **Item 5. Fees and Compensation**

### ***Clocktower Funds Fees***

The Clocktower Funds are separate limited partnerships and each have written offering documents that are provided to prospective investors before any investment is made and which detail the funds' fees and charges, services, and rights. A summary of the fees is as follows:

- The Venture Capital Funds charge an annual management fee of 2% (scaling down over the term of the fund) of the current value of each investor's capital commitment to the funds, which is charged quarterly in advance. Investments in these funds are also subject to an additional performance-based fee of 20%, which is described in the offering documents for the Venture Capital Funds. (Please also refer to **Item 6** below.) Clocktower also manages three special purpose Venture Capital Funds, which charges no management fee and a performance-based fee of 10%. Clocktower waives fees for certain fund-of-one investors for co-investment opportunities.
- The Hedge Funds of Funds charge an annual management fee of 0.50% of the investor's capital commitment or investor's NAV, which is paid quarterly in advance or monthly in arrears. For certain Hedge Funds of Funds, management fees may scale lower depending on the total capital commitments to the strategy, as well as after the end of the funds' investment periods. Certain Hedge Funds of Funds may charge a performance-based fee of 5%, subject to a benchmark hurdle, as further detailed in the respective Fund's governing documents. Certain other Hedge Funds of Funds do not charge any performance-based fees at this time.
- Certain Hedge Funds of Funds also receive a portion of the management fees and performance fees paid to the underlying hedge fund investments through seeding agreements ("Revenue Share"). For certain Hedge Funds of Funds, the Revenue Share is allocated to Clocktower Group, an arrangement that is fully disclosed to investors via the respective governing documents and other agreements provided to investors prior to making their investments in the Hedge Funds of Funds. For certain other Hedge Fund of Funds, the Revenue Share is allocated pro rata to the investors in the fund (including Clocktower Group), rather than to Clocktower Group alone.

Fees are generally non-negotiable; however, the Clocktower Funds' general partners have discretion to waive or reduce any fee with respect to the capital account of any investor during any period. The Clocktower Funds' general partners and/or Clocktower Group have the right to enter into a "side letter" with any investor(s), which provides for terms that are different, and may be more advantageous, than those set forth in the offering documents. The terms and conditions set forth in any such side letter will be agreed to solely at the discretion of the Clocktower Funds, the general partners and/or Clocktower Group.

It is very important that each investor read the offering documents carefully to fully understand all fees paid to Clocktower Group and its affiliates.

### ***Clocktower Funds Expenses***

Subject to expense limits set forth in the applicable governing documents, the Funds bear all costs and expenses relating to the organization of the Funds, their general partners (or similar managing authority) (each, a "GP"), the offer and sale of interests therein, and all other costs and expenses incurred in relation to the operation, business and investments. Such costs and expenses may include without limitation, legal, auditing, consulting, financing, administration, accounting and custodian and banking fees and expenses; expenses associated with the preparation of financial statements and tax returns; the management fees; reimbursable costs and expenses of Clocktower Group or its affiliates; indebtedness; all costs and expenses related to indemnification obligations; expenses incurred in connection with (potential) transactions not consummated; expenses related to the members of the advisory committee; the costs and expenses associated with any litigation; director and officer liability or other insurance; all expenses incurred in liquidating the Funds; any taxes, fees or other governmental charges and all expenses incurred in connection with any tax return, audit, investigation, settlement or review; other expenses associated with the acquisition, holding and disposition of investments; private placement and finder's fees; interest on and fees and expenses arising out of borrowed money; real property or personal property taxes on investments, including documentary, recording, stamp and transfer taxes, brokerage fees or commissions, or other similar charges (including any merger fees payable to third parties); reasonable travel (and related expenses) incurred in investigating, purchasing or managing securities; expenses incurred in connection with the investigation, prosecution or defense of any claims by or against the Funds, including claims by or against a governmental authority; fees for outside appraisers and independent asset valuation services; costs and expenses incurred for research services and publications, including legal fees for investment-related research and consulting fees relating to investments or proposed investments; all expenses incurred in connection with the registration of securities held by the Funds under applicable laws or regulations; and all other liabilities of the Funds of whatsoever kind and nature subject to applicable laws and regulations.

Under certain circumstances specified in the governing documents, the Funds are generally obligated to indemnify Clocktower Group and its affiliates and other identified persons and entities as described in the relevant governing documents (together, the "Indemnified Persons"), in each instance, for costs arising out of or in connection with the Funds' business and affairs,

except for any such costs that have resulted from certain bad acts of the Indemnified Person seeking indemnification as detailed in the applicable Fund's governing documents.

Clocktower Group or its affiliates will pay all expenses in excess of the limits set forth in the applicable governing documents. Clocktower Group or its affiliates will also pay all ordinary operating expenses incidental to the administration of Clocktower Group and any GP, including rent, utilities, equipment and salaries of its personnel (but excluding travel, legal, accounting and similar expenses incurred in the discovery, investigation, development, negotiation, documentation, purchase, holding and disposition of possible investments).

### ***Investment Consulting Fees***

Clocktower Group's compensation varies depending on the needs of each investment consulting client, however typically, it charges an annual fee of \$150,000 to \$1,500,000.

Investment consulting fees are payable monthly, quarterly or semi-annually and in advance or arrears, as negotiated with the client. Clocktower Group typically bills clients directly for its investment consulting fees.

Each investment consulting client is responsible for its own costs and expenses, including custodian fees and trading costs and expenses (such as brokerage commissions, transaction fees, expenses related to short sales, and clearing and settlement charges). These fees and charges are in addition to the fees charged by Clocktower Group. Clocktower Group does not receive any portion of these fees.

### ***Fees Payable to Third-Party Investment Managers***

The third-party managers, including the managers of private hedge funds recommended to Clocktower Group's investment consulting clients, typically receive management fees and performance-based fees or allocations from their clients and investors. Clocktower Group's clients will be subject to such fees and allocations, in addition to the investment consulting fees paid to Clocktower Group, when they invest with such managers directly or through Clocktower's Hedge Funds of Funds. Clocktower Group's clients are made aware of specific fee arrangements including all fees payable to third-party managers at the time of investment or investment recommendation.

### ***Fees Relating to Termination***

Investors in the Clocktower Funds are subject to the withdrawal restrictions outlined in the applicable fund's governing documents, which are provided to investors prior to investing. Any applicable termination restrictions are further set forth in the respective Fund's governing documents. It is very important that each investor read such documents carefully to fully understand all fee charges and withdraw restrictions. For investment consulting clients, any termination restrictions and related fee policies are set forth in the investment consulting contract. It is very important that each client read this contract carefully.

## Calculation and Allocation of Certain Costs and Expenses

Investors in a Fund will bear their pro rata share of certain fees and expenses for the time period they are invested in the Fund. To address the potential conflicts of interest associated with the allocation of such expenses, Clocktower Group has adopted an expense allocation policy designed to ensure equitable allocation of expenses among Funds, as applicable. Further, the Clocktower Funds set forth expense allocation procedures in their respective governing documents. The allocation of expenses will be determined by Clocktower Group based on the following factors:

- the NAV of each Fund;
- the extent of each Fund's utilization of the services associated with such expense;
- with respect to transactions and broken deals, the size or expected size of each Fund's participation in the transaction; and
- the relationship of such expense to the legal, contractual, or other obligations of each of the Funds.

In applying these factors, Clocktower Group will generally allocate expenses according to the following standards, subject to the relevant Fund agreement:

- Expenses that are obligations of Clocktower Group and not obligations of any Fund are allocated solely to Clocktower Group. These include payroll and employee benefits, office expenses, and other expenses incurred in connection with the operations of Clocktower Group;
- Organizational, operational, and transaction-related expenses incurred solely by, or on behalf of, a single Fund are allocated, in whole, to that Fund;
- Expenses that are attributable to more than one Fund are allocated between and among such Funds in a manner that is fair and equitable and are generally based on the factors described above. Barring unusual circumstances, broken-deal expenses will be allocated according to the predetermined allocation of the deal among Funds (if one was made), or on cash availability of Funds eligible to participate in the deal at the time of the broken deal (if there is no predetermined deal allocation). Where co-investors have been permitted to participate in investments, expenses associated with such investments will be allocated to such co-investors and among Funds per the factors set forth above. Feeder funds generally will bear their own expenses, as well as a pro rata share of all master fund expenses based upon their relative percentage of ownership of such master fund. Expenses that benefit all Funds in a particular Clocktower Group investment strategy (including, for example, research subscriptions, publications, and other third-party vendors contracted to provide company and industry level research) are typically allocated to all Funds within that strategy on a pro-rata basis, based on investable assets under management; and
- Expenses attributable to Clocktower Group and one or more Funds will generally be allocated in the same manner as expenses allocated among Funds, except that



the scope of benefit to Clocktower Group shall also be considered when making the allocation.

### ***Strategy Research Reporting Fees***

Clocktower Group's compensation varies depending on the needs of each strategy research reporting client, level of service and number of users, which may include subscription fees, research fees, and/or speaking event fees. Compensation typically ranges from \$20,000 to \$250,000 depending on these factors.

Strategy Research Reporting fees are payable monthly, quarterly, or semi-annually and either in advance or arrears, as negotiated with the client. Clocktower Group typically bills clients directly for its strategy research reporting fees.

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

Clocktower Group does not charge its investment consulting clients any performance-based fees (*i.e.*, fees calculated based on a share of capital gains upon or capital appreciation of the funds or any portion of the funds of a client). Clocktower Group does not charge its strategy research reporting clients any performance-based fees. The Hedge Fund of Funds charge a management fee and certain Hedge Fund of Funds charge performance-based fees, as further described in Item 5 above. Clocktower Group receives those fees as the funds' investment manager. Additionally, certain of the Hedge Funds of Funds receive a portion of the management fees and performance fees paid to the underlying hedge fund investments through seeding agreements ("Revenue Share") as further described in Item 5 above. The Venture Capital Funds charge both management and performance-based fees and the special purpose Venture Capital Funds charge a performance-based fee, which Clocktower Group receives as the funds' investment manager.

Some of the third-party managers and private hedge funds recommended by Clocktower Group to its investment consulting clients will charge performance-based fees. In addition, underlying third-party managers for the Hedge Funds of Funds will charge performance-based fees. Detailed information regarding the management and performance-based fees charged by the underlying third-party managers are outlined in the managers' offering documents and other agreements provided to investors, which should be read carefully prior to investing so investors can fully understand the fees being paid.

Detailed information regarding the management and performance-based fees charged are outlined in the Venture Capital Funds' offering documents and other agreements provided to investors, which should be read carefully prior to investing so investors can fully understand the fees being paid.

### **Item 7. Types of Clients**

The Hedge Funds of Funds and certain of the Venture Capital Funds are offered only to persons that are (i) “accredited investors” as defined under Rule 501(a) of Regulation D, and (ii) “qualified purchasers” as defined in Section 2(a)(51) of the Investment Company Act of 1940. The minimum investment into Clocktower Funds is outlined in each fund’s offering documents, which are provided to investors prior to making their investment.

Certain of the Venture Capital Funds are offered in accordance with Rule 501(c) of Regulation D which allows the respective Fund(s) to broadly solicit and generally advertise the fund offering and still be deemed to be in compliance with the exemption’s requirements as long as the investors in the offering are all “accredited investors” and further the Firm takes reasonable steps to verify that the investors are “accredited investors.” The minimum investment into Clocktower Funds is outlined in each fund’s offering documents, which are provided to investors prior to making their investment.

Clocktower Group provides investment consulting services to the investment consulting clients. Clocktower Group generally requires a minimum of \$25,000,000 in assets for investment consulting services. Clocktower Group may waive this minimum at its sole discretion.

Clocktower Group provides strategy research reporting services to strategy research reporting clients.

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

### ***General***

Clocktower Group’s Hedge Funds of Funds invest in new and emerging third-party hedge fund managers. The Venture Capital Funds invest mainly in privately held financial technology companies. Further detail regarding investment strategies, along with respective risk factors, for the Hedge Funds of Funds and the Venture Capital Funds are outlined in their respective offering documents, which are provided to investors prior to making their investment.

Clocktower Group’s analysis and recommendations for its investment consulting clients is customized in accordance with each individual client’s needs and objectives.

Clocktower Group’s analysis and recommendations for its strategy research reporting clients is broad in nature and therefore not customized in accordance with each individual client’s needs and objectives. Clocktower Group may give advice and take action with respect to its other clients that may differ from the advice it provides to strategy research reporting clients. This may create a conflict of interest in which Clocktower Group’s other clients may hold positions similar to or in opposition to those recommended for strategy research reporting clients.

### ***Risks Related to the Hedge Funds of Funds***

Investing in securities and commodities involves risk of loss that clients should be prepared to bear. Below are brief summaries of some of the risks pertaining to the Hedge Fund of Funds

investment strategy that clients and investors should consider before investing. Any or all such risks could materially and adversely affect investment performance and the value of any account or any security or commodity held in an account and could cause investors to lose substantial amounts of money. Potential investors in a private fund should review such fund's offering circular carefully and, in its entirety, and consult with their professional advisers before deciding whether to invest. The risks described below also generally apply to separately managed accounts. A potential client should discuss with Clocktower Group's representatives any questions that such person may have before opening an account or investing in a fund that Clocktower Group manages.

Client accounts may not achieve their investment objectives. A strategy may not be successful, and investors may lose some or all of their investment.

Clocktower Group may have limited operating history on which prospective clients and investors may evaluate its performance.

Investor sentiment on the market, an industry or an individual stock, fixed income or other security is unpredictable and can adversely affect an account's investments.

An account may hold stocks that disappoint earnings expectations and decline, and it may short stocks that beat earnings expectations and rise.

Clocktower Group, a third-party manager, or a private hedge fund may not be able to obtain complete or accurate information about an investment and may misinterpret the information that it does receive.

Clocktower Group, a third-party manager, or a private hedge fund also may receive material, non-public information about an issuer that prevents trading in securities of that issuer for a client, potentially preventing the client from making a profit or avoiding losses.

A third-party manager or private hedge fund may take positions in securities of small, unseasoned companies that are less actively traded and more volatile than those of larger companies.

A third-party manager or private hedge fund may engage in hedging, which may reduce profits, increase expenses, and cause losses. Price movements in a hedging instrument and the security hedged do not always correlate, resulting in losses on both the hedged security and the hedging instrument.

A third-party manager or private hedge fund may have higher portfolio turnover and transaction costs than having a similar account managed by another investment adviser. These costs reduce investments and potential profit or increase loss.

A third-party manager or private hedge fund may sell securities short, resulting in a theoretically unlimited risk of loss if the prices of the securities sold short increase.

A third-party manager or private hedge fund may use leverage by borrowing on margin, selling securities short and trading futures, other commodity interests and derivatives, which increases volatility and risk of loss. These instruments can be difficult to value. An incorrect valuation could result in losses.

A third-party manager or private hedge fund may sell covered and uncovered options on securities. The sale of uncovered options could result in unlimited losses.

Counterparties such as brokers, dealers, futures commission merchants, custodians and administrators with which a third-party manager or private hedge fund does business on behalf of clients/investors may default on their obligations. For example, a client may lose its assets on deposit with a broker if the broker, its clearing broker or an exchange clearing house becomes bankrupt.

A third-party manager or private hedge fund may enter into repurchase agreements or reverse repurchase agreements. These instruments can have effects similar to margin trading and leveraging strategies, which could cause large losses.

A third-party manager or private hedge fund may invest in stock index futures on behalf of its clients/investors. Price movements in the stock index and the underlying securities do not always correlate. Positions in futures contracts may be closed out only on the exchange on which they were entered into or through a linked exchange, and there is no secondary market for those contracts. There may be no active market for the contracts at any particular time. Some exchanges do not permit trading in particular contracts at prices that fluctuate more than a set limit in any day. If prices fluctuate during a single day beyond those limits, the third-party manager or private hedge fund may not be able to liquidate unfavorable positions promptly and clients/investors may lose money.

A third-party manager or private hedge fund may invest in securities of non-U.S., private and government issuers. The risks of these investments include political risks (including sanctions 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 global markets have deteriorated significantly, resulting in volatile securities markets and large investment losses. Government actions responding to these conditions could lead to inflation and other negative consequences to investors.

A third-party manager or a private hedge fund may acquire a large position in an issuer's securities but nevertheless is unlikely to have any control over the issuer's management. In addition, if a third-party manager or private hedge fund holds a large position in an issuer's securities, its subsequent sale of all or any portion of that position could depress the market for those securities.

Some investments made by a third-party manager or private hedge fund may be or become illiquid, in which case they may not be able to sell those positions.

A third-party manager or private hedge fund may invest in restricted securities that are subject to long holding periods or that are not traded in public markets. These securities are difficult or impossible to sell at prices comparable to the market prices of similar publicly traded securities and may never become publicly traded.

As third-party manager or private hedge fund may not utilize a strategy of investment diversification. Therefore, a loss in any one position, industry or sector may cause significant losses.

Clocktower Group and its affiliates and agents generally are not responsible to any client or investor for losses incurred in an account unless the conduct resulting in such loss breached Clocktower Group's fiduciary duty to the client or investor.

Clocktower Group is not registered with the SEC or FINRA as a broker-dealer. The equity interests in the Clocktower Funds that Clocktower Group manages are not registered under the Securities Act of 1933, and the funds are not registered investment companies under the Investment Company Act of 1940. Clocktower Group believes that none of these registrations are required because exemptions are available under applicable law. If a regulatory authority deems that any of these registrations is required, Clocktower Group and any Clocktower Fund could be subject to expensive and distracting legal action and potential termination. In addition, clients and investors in the Clocktower Funds do not have certain regulatory protections that they would have if these registrations were in place.

Clocktower Group and its affiliates may spend time on activities that compete with a client without accountability to that client, including making investment recommendations to other clients and investing for their own accounts. If Clocktower Group receives better compensation and other benefits from managing other assets or advising other client accounts compared to managing or advising a client, it has incentive to allocate more time to those other activities. These factors could influence Clocktower Group not to recommend investments to a client even if such investments would benefit the client.

Clocktower Group may advise one or more third-party managers, and Clocktower Group may recommend such managers to institutional clients. While Clocktower Group does not intend to recommend third-party managers to clients on the basis of Clocktower Group's relationships with such managers, Clocktower Group may be influenced in selecting managers for clients by such relationships. To address this conflict, Clocktower Group discloses to its client any relationship it has with a manager before recommending that manager for investment.

Clocktower Group may provide certain investors or clients more frequent or detailed reports, special compensation arrangements and withdrawal rights that it does not provide to other investors or clients.

Certain Clocktower Group investors may enter into side letters or similar written agreements directly with underlying hedge fund managers. As requested, Clocktower Group may facilitate the negotiation of these agreements on behalf of the investors. These agreements may provide certain investors with preferential rights not offered and/or provided to other Clocktower Group investors.

## Risks Related to the Venture Capital Funds

The investor should be aware that an investment in the Fund involves a high degree of risk. There can be no assurance that the Fund's investment objectives will be achieved, or that the investor will receive a return of its capital. In addition, there will be occasions when the general partner (which serves as the general partner for both the master fund ("Main Fund") and the feeder fund, as applicable) and its affiliates may encounter potential conflicts of interest in connection with the Fund. The following considerations, among others, should be carefully evaluated before making an investment in the Fund.

The types of investments that the Main Fund anticipates making involve a high degree of risk, and the Fund or investor will be exposed to this risk as a limited partner in the Main Fund. In general, financial and operating risks confronting portfolio companies can be significant. While targeted returns should reflect the perceived level of risk in any investment situation, there can be no assurance that the Fund will be adequately compensated for risks taken. A loss of an investor's entire investment is possible. In addition, the markets that such companies target are highly competitive and in many cases the competition consists of larger companies with access to greater resources. The timing of profit realization is highly uncertain. Losses are likely to occur early in the Fund's term, while successes often require a long maturation.

Early-stage and development-stage companies often experience unexpected problems in the areas of product or service development, manufacturing, marketing, financing and general management, which, in some cases, cannot be adequately solved. In addition, such companies may require substantial amounts of financing which may not be available through institutional private placements or the public markets. The percentage of companies that survive and prosper can be small.

Investments in more mature companies in the expansion or profitable stage involve substantial risks. Such companies typically have obtained capital in the form of debt and/or equity to expand rapidly, reorganize operations, acquire other businesses, or develop new products and markets. These activities by definition involve a significant amount of change in a company and could give rise to significant problems in product or service development, marketing, sales, manufacturing, and general management of these activities.

The Main Fund plans to focus its investments in venture capital investments in technology and technology-related companies. The value of the Interest may be susceptible to greater risk than an investment in a partnership that invests in a broader range of securities. The specific risks faced by such companies include:

- rapidly changing science, technologies and consumer preferences;

- new competing products and improvements in existing products which may quickly render existing products or technologies obsolete;
- exposure, in certain circumstances, to a high degree of government regulation, making these companies susceptible to changes in government policy and failures to secure, or unanticipated delays in securing, regulatory approvals;
- scarcity of management, technical, scientific, research and marketing personnel with appropriate training;
- the possibility of lawsuits related to patents and intellectual property; and
- rapidly changing investor sentiments and preferences with regard to technology related investments (which are generally perceived as risky).

An investment in the Fund is highly speculative, involves a high degree of risk and could result in the loss of part or all of the investor's investment in the Fund. There can be no assurance that the investor will receive distributions from the Fund in an amount equal to its investment in the Fund. The timing of profit realization, if any, is highly uncertain. The general partner expects the initial expenses of the Main Fund and the Fund to result in initial losses for the Main Fund and the Fund. The Main Fund will pay a management fee and various other fees and expenses related to its ongoing operations regardless of whether or not the Main Fund's investment activities are profitable. These fees and expenses will require that the Main Fund's investment activities generate sufficient revenues in excess of these expenses in order to become profitable. The Fund shall bear its pro rata share of the Main Fund's management fee and other fees and expenses, as set forth in the Main Fund Agreement.

The general partner will have sole discretion over the investment of the capital committed to the Main Fund and the Fund as well as the ultimate realization of any profits. The investor will not receive the detailed financial information issued by the portfolio companies that will be available to the Main Fund or the Fund. Accordingly, the investor will not have the opportunity to evaluate the relevant economic, financial and other information that will be utilized by the general partner in its selection of the Main Fund's investments. As such, the pools of funds in both the Main Fund and the Fund represent blind pools of funds. The investor will be relying on the general partner to identify, structure, and implement investments consistent with the Main Fund's investment objectives and policies and to conduct the business of the Fund as contemplated by the partnership agreement. The loss of a managing director would likely have a significant adverse impact on the business of the Fund. No assurances can be given that the managing directors will continue to be affiliated with the Fund throughout its term. Notwithstanding any prior experience that the managing directors may have in making investments of the type expected to be made by the Main Fund, any such experience necessarily was obtained under different market conditions and with different technologies at the forefront of development. There can be no assurance that the managing directors and/or the general partner will be able to duplicate prior levels of success.

Although the general partner may seek representation on the board of directors of each of the portfolio companies, the Main Fund will not have an active role in the day-to-day management of the companies in which it invests. To the extent that the senior management of a portfolio company performs poorly, or if a key manager terminates employment, the Main Fund's investment in such portfolio company could be adversely affected.

Despite the general partner's efforts to acquire sufficient information to monitor certain of the Main Fund's investments and make well-informed valuation and pricing determinations, the general partner may only be able to obtain limited information at certain times and, in some cases, may not be able to obtain information beyond the information that is publicly available. It is possible that the general partner may not be aware on a timely basis of material adverse changes that have occurred with respect to certain of its investments. The value of the Main Fund's assets could be significantly negatively affected by any such event. Further, the general partner will have to make valuation determinations without the benefit of an adequate amount of relevant information. The investor should be aware that as a result of these difficulties, as well as other uncertainties, any valuation made by the general partner may not represent the fair market value of the securities acquired by the Main Fund.

The marketplace for venture capital investing has become increasingly competitive. Participation by financial intermediaries has increased, substantial amounts of funds have been dedicated to making investments in the private sector and the competition for investment opportunities is at high levels. Some of the Main Fund's potential competitors may have greater financial and personnel resources than the general partner. There can be no assurances that the general partner will locate an adequate number of attractive investment opportunities. To the extent that the Main Fund encounters competition for investments, returns to the investor may vary.

The ultimate success of the Fund will hinge on the Main Fund's ability to locate attractive investment candidates. There can be no assurances that attractive candidates will be found in sufficient quantity to allow all of the capital commitments to be drawn within the investment period.

The success of any investment activity is determined to some degree by general economic conditions, and the general partner's investment strategy could be significantly impacted by changing external economic conditions in the United States and global economies. The availability, unavailability, or hindered operation of external credit markets, equity markets and other economic systems which the Fund may depend upon to achieve its objectives may have a significant negative impact on the Fund's operations and profitability. The stability and sustainability of growth in global economies may be impacted by terrorism or acts of war. There can be no assurance that such markets and economic systems will be available or will be available as anticipated or needed for the Fund to operate successfully. Changing economic conditions could potentially adversely impact the valuation of the portfolio companies.

The Main Fund's investments will generally represent minority stakes in privately held companies. As is the case with minority holdings in general, such minority stakes that the Main Fund may hold will have neither the control characteristics of majority stakes nor the valuation



premiums accorded majority or controlling stakes. The Main Fund intends to primarily invest in companies for which the Main Fund has no right to appoint a director or otherwise exert significant influence. In such cases, the Main Fund will be reliant on the existing management and board of directors of such companies, which may include representatives of other financial investors with whom the Main Fund is not affiliated and whose interests may conflict with the interests of the Main Fund.

Projected operating results of a portfolio company normally will be based primarily on financial projections prepared by each portfolio company's management team. In all cases, projections are only estimates of future results that are based upon assumptions made at the time the projections are developed. There can be no assurance that the results set forth in the projections will be attained, and actual results may be significantly different from the projections. Also, general economic factors, which are not predictable, can have a material effect on the reliability of projections.

After the Main Fund has financed a company, continued development and marketing of products may require that additional financing be provided. The Main Fund expects to invest in companies that have substantial capital needs that are typically funded over several stages of investment. No assurance can be made that such additional financing will be available and no assurance can be made as to the terms upon which such financing may be obtained. Alternatively, the Main Fund, either directly or through one of its portfolio companies, may elect to sell developed or undeveloped technologies to existing companies. No assurance can be made that buyers for such technologies can be located or that the terms of any such sales will be advantageous.

In the event that the Fund or the Main Fund is unable otherwise to meet its obligations, the investor may be required to repay to the Fund or the Main Fund, or to pay to creditors of the Fund or the Main Fund, distributions previously received by them.

The Fund will be required to indemnify the general partner, the management company, and their members, the managing directors and affiliates for liabilities incurred in connection with the affairs of the Fund. Such liabilities may be material and have an adverse effect on the returns to the investor. If the assets of the Fund are insufficient, the general partner may require the return of distributions.

The performance of any prior fund or any personal investments affiliated with the managing directors is not necessarily indicative of the Fund's future results. While the general partner intends for the Main Fund to make investments that have estimated returns commensurate with the risks undertaken, there can be no assurance that targeted results will be achieved. Loss of principal is possible on any given investment.

The Main Fund may lend to its portfolio companies on a short-term, unsecured basis in anticipation of a future issuance of equity or long-term debt. Such bridge loans would typically be convertible into a more permanent, long-term security; however, for reasons not always in the Main Fund's control, such long-term securities may not issue and such bridge loans may remain

outstanding. In such event, the interest rate on such loans may not adequately reflect the risk associated with the unsecured position taken by the Main Fund.

To the extent that any investment is made in a portfolio company with a leveraged capital structure or any portfolio company borrows or enters into other financing transactions requiring periodic payments, such investment will be subject to increased exposure to adverse economic factors such as a significant rise in interest rates, a severe downturn in the economy or deterioration in the condition of such company or its industry. If such a company is unable to generate sufficient cash flow to meet principal and interest payments on its indebtedness, the value of any equity investment by the Main Fund in such company could be significantly reduced or even eliminated.

The general partner expects the Main Fund to exit from its investments in two principal ways: (i) private sales (including acquisitions of its portfolio companies) and (ii) initial and secondary public offerings. At any particular time, one or both of these avenues may not be open to the Main Fund, or timing with respect to these exit mechanisms may be inopportune. As such, the ability to exit from and liquidate portfolio holdings may be constrained at any particular time.

In connection with its investments, the Main Fund may negotiate the right to appoint a representative of the general partner as a member of a portfolio company's board of directors. Such membership on the board of directors of a company can result in the Main Fund, the Fund, or the individual director being named as a defendant in litigation. The Main Fund may also participate in portfolio company financings at valuations lower than the valuations in preceding rounds of financing. Disputes arising out of such down-round financings may result in the Main Fund, the Fund, the general partner, or its members being named as defendants. Typically, portfolio companies will have insurance to protect directors and officers, but this insurance may be inadequate. The Fund will also indemnify the general partner and its principals, among others, for liabilities incurred in connection with operations of the Fund, including liabilities arising from such suits. Such indemnification obligations and other liabilities could be substantial.

In connection with the disposition of an investment in a portfolio company, the Main Fund or the Fund may be required to make representations about the business and financial affairs of such company typical of those made in connection with the sale of a business. The Main Fund or the Fund may be required to indemnify the purchasers of such investment to the extent that any such representations are inaccurate. These arrangements may result in the incurrence of contingent liabilities for which the general partner may establish reserves and escrows. In that regard, distributions may be delayed or withheld until such reserve is no longer needed or the escrow period expires. The partners may also be required to return distributions previously made to them to satisfy the Fund's obligations with respect to the foregoing.

As is customary in the industry, the general partner may establish reserves for follow-on investments by the Main Fund in portfolio companies, operating expenses (including the management fee), Main Fund liabilities, and other matters. Estimating the appropriate amount of such reserves is difficult, especially for follow-on investment opportunities, which are directly tied to the success and capital needs of portfolio companies. Inadequate or excessive reserves

could impair the investment returns to the limited partners. If reserves are inadequate, the Main Fund may be unable to take advantage of attractive follow-on or other investment opportunities or to protect its existing investments from dilutive or other punitive terms associated with “pay-to-play” or similar provisions. If reserves are excessive, the Main Fund may decline attractive investment opportunities or hold unnecessary amounts of capital in money market or similar low-yield accounts.

The Main Fund’s investments will generally be private, illiquid holdings. As such, there will be no public markets for the securities held by the Main Fund and no readily available liquidity mechanism at any particular time for any of the investments held by the Main Fund. In addition, the realization of value from any investments will not be possible or known with any certainty until the general partner elects, in its sole discretion, to sell the Main Fund’s investments and subsequently distribute the proceeds to its partners, including the Fund, or to distribute securities to the partners in lieu of cash.

An investment in the Fund will be illiquid and involves a high degree of risk. There is no public market for the Interest, and it is not expected that a public market will develop. Consequently, the investor will bear the economic risks of its investment for the term of the Fund.

The transferability of the Interest will be restricted by the partnership agreement and by U.S. federal and state securities laws. In general, the investor will not be able to sell or transfer its Interest to third parties without the consent of the general partner.

As is typical of venture capital firms, the portfolio holdings of the Main Fund will not be broadly diversified. In addition, if the general partner is unable to raise sufficient capital commitments to the Main Fund or the Fund, the diversification of the portfolio holdings of the Main Fund will be further limited. A downturn of the economy or in the business of any one company could impact the aggregate returns delivered to the investor by the Fund. To the extent the Main Fund concentrates investments in a particular issuer, industry, security or geographic region, its investments will become more susceptible to fluctuations in value resulting from adverse economic and business conditions with respect thereto.

The Main Fund may invest in cryptocurrencies, decentralized application tokens and protocol tokens, blockchain-based assets and other cryptofinance and digital assets, or instruments for the purchase of such (“Digital Assets”), which represent a speculative investment and involve a high degree of risk. As relatively new products and technologies, Digital Assets have not been widely adopted as a means of payment for goods and services by major retail and commercial outlets. Conversely, a significant portion of the demand for Digital Assets is generated by speculators and investors seeking to profit from the short or long-term holding of Digital Assets. Many Digital Assets will derive their speculative value from the perceived usefulness of the blockchain networks they are attached to as many are designed to be consumed in transactions that record data or provide access to certain functionality on these networks. The relative lack of acceptance of Digital Assets beyond their own blockchain network in the retail and commercial marketplace limits the ability of end-users to pay for other goods and services with Digital Assets. A lack of expansion by Digital Assets or use of their underlying blockchain networks into retail and commercial markets, or a contraction of such use, may result in increased volatility. Several

factors may affect the price of Digital Assets, including, but not limited to: supply and demand, investors' expectations with respect to the rate of inflation, interest rates, currency exchange rates or future regulatory measures (if any) that restrict the trading of Digital Assets or the use of Digital Assets as a form of payment. There is no assurance that Digital Assets will maintain their long-term value in terms of purchasing power in the future, or that acceptance of Digital Asset payments by mainstream retail merchants and commercial businesses will grow. A Digital Asset is usually an asset attached to a blockchain network secured by cryptographic authentication. A blockchain network is a peer-to-peer network of computers that store and verify copies of a transactional database. This database, which is the blockchain at the heart of the system, is used to record the ownership and value of Digital Asset transactions and the conditions upon which this Digital Asset can be further transacted by others. Digital Asset transactions can be authorized by any user that cryptographically proves to the network that they have met the required conditions detailed in the transactional database. Once authorized and broadcast to peers in the network, these transactions are then recorded to the blockchain via the rules of the network's validation process as dictated by the code run by network peers, the blockchain's protocol. Thus, Digital Assets are created, issued, transmitted and stored according to protocols run by computers in a blockchain network. Some blockchain networks are further interdependent on other blockchain networks whose attached Digital Asset may have limited to no interoperability but where changes to the protocol may adversely affect some or all interdependent blockchain networks. It is possible these protocols have undiscovered flaws which could result in the loss of some or all assets held by the Main Fund. There may also be network scale attacks against these protocols which result in the loss of some or all of assets held by the Main Fund. Some assets held by the Main Fund may be created, issued or transmitted using experimental cryptography which could have underlying flaws. Advancements in quantum computing could break the cryptographic rules of protocols which support the assets held by the Main Fund. The developers and/or stakeholders of a blockchain network or open source software project may alter the network protocol in a manner adverse to Digital Asset holders or the Main Fund. The Fund makes no guarantees about the reliability of the cryptography used to create, issue, or transmit assets held by the Fund. It may be illegal, now or in the future, to own, hold, sell or use Digital Assets in one or more countries, including the United States. Although currently some uses of Digital Assets, and the operation of the underlying blockchain networks, may not be regulated or may be lightly regulated in most countries, including the United States, one or more countries may take further regulatory action in the future to severely restrict the right to acquire, own, hold, sell or use Digital Assets or to exchange Digital Assets for fiat currency. Such an action may restrict the Main Fund's ability to hold or trade Digital Assets and may adversely affect an investment in the Fund.

Neither the Main Fund nor the Fund is, or expects to be, registered as an "investment company" under the Investment Company Act, pursuant to an exemption set forth in Sections 3(c)(1) and/or 3(c)(7) of the Investment Company Act. There is no assurance that such exemptions will continue to be available to either the Main Fund or the Fund. The Investment Company Act provides certain protections to investors and imposes certain restrictions on registered investment companies, none of which will be applicable to the Main Fund or the Fund, if the Main Fund and the Fund will not be subject to registration as an investment company under the Investment Company Act. Due to the burdens of compliance with the Investment Company Act, the

performance of the Main Fund's investment portfolio could be materially adversely affected, and risks involved in financing portfolio companies could substantially increase, if the Main Fund or the Fund becomes subject to registration under the Investment Company Act. Neither the Fund nor its counsel can assure investors that, under certain conditions, changed circumstances, or changes in the law, the Main Fund or the Fund may not become subject to the Investment Company Act or other burdensome regulation. In addition, none of the general partner, the management company or their respective affiliates is registered as an "investment adviser" under the Investment Advisers Act of 1940, as amended (the "Advisers Act"). The rules promulgated by the Securities Exchange Commission (the "SEC") under the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Dodd-Frank Act") may require the general partner (or an affiliate of the general partner) to register under the Advisers Act at some point in the future. If the general partner or management company (or an affiliate of the general partner or management company) registers as an investment adviser, at such time, a copy of Part 2 of its SEC Form ADV, which constitutes its regulatory disclosure brochure, will be made available as required. In such event, the general partner (or an affiliate of the general partner) would become subject to additional regulatory and compliance requirements associated with the Dodd-Frank Act. Any such additional requirements, or any different requirements, may be costly and/or burdensome to such party or parties and could result in the imposition of restrictions and limitations on the operations of the Fund and/or the disclosure of information to regulatory authorities regarding the operations of the Fund. In addition, neither the Fund nor the Main Fund plans to register the offering of the Interests to its limited partners under the Securities Act or under any securities laws of any other country or jurisdiction. As a result, the investor will not be afforded the protections of such Acts and laws with respect to their investment in the Fund.

Increasing legal compliance burdens imposed on the Main Fund, the Fund, the general partner, the management company or the portfolio companies may result in increased time and effort on the part of these entities, the managing directors and/or affiliates thereof devoted to compliance and may distract them from their efforts in connection with the Main Fund's investments. In addition, the Main Fund, the Fund, their respective limited partners and/or the portfolio companies may be required to expend resources on structuring and monitoring their relationships to comply with legal and regulatory requirements. Partners will be responsible for their own legal compliance responsibilities in connection with their investment in the Fund. Venture capital funds and their advisers are subject to changing and increasing regulatory compliance obligations under state and federal law, which may subject the Main Fund, the Fund, the general partner and the management company to increased compliance and administrative costs.

The following discussion enumerates certain potential conflicts of interest that should be carefully evaluated before making an investment in the Fund. The following is not intended as an exhaustive list of the potential conflicts. Instances may arise where the interest of the management company, the general partner (or its members) may potentially or actually conflict with the interests of the Fund and the limited partners. For example, the existence of the general partner's carried interest may create an incentive for the general partner to make more speculative investments on behalf of the Main Fund than it would otherwise make in the absence of such performance-based arrangements. Further, conflicts of interest may arise as a result of the principals of the general partner having investments in portfolio companies of existing

entities and the Main Fund, as well as other investments both public and private. While certain assurances are provided in the Main Fund agreement and the partnership agreement to address these potential conflicts, certain risks may remain. By acquiring an interest in the Fund, each limited partner will be deemed to have acknowledged the existence of any such actual or potential conflicts of interest and to have waived any claim with respect to any liability arising from the existence of any such conflicts of interest.

In addition, the general partner has or may form other investment funds, including without limitation co-investment funds (as defined in the Main Fund Agreement), for the purpose of permitting other parties to invest in the investment opportunities of the Main Fund. An inherent conflict of interest exists as a result of the allocation of investment opportunities by the general partner to the Main Fund and such other investment funds. By acquiring an interest in the Fund, each limited partner will be deemed to have acknowledged that the general partner shall have sole and absolute discretion in offering the right to participate in such other investment funds (including without limitation co-investment funds (as defined in the Main Fund Agreement)) to third parties or existing partners in the Main Fund or the Fund in such amounts as are determined by the general partner. For the avoidance of doubt, unless otherwise agreed to in writing by the general partner, limited partners will not be guaranteed to receive a pro rata allocation of any opportunity to participate in any such additional investment fund.

The general partner may also, in its sole discretion, permit certain partners in the Fund and the Main Fund to directly co-invest in investment opportunities of the Main Fund. An inherent conflict of interest exists as a result of the allocation of investment opportunities by the general partner to the Main Fund and such direct co-investors.

The investor hereby acknowledges that the general partner may be prohibited from taking action for the benefit of the Main Fund or the Fund: (i) due to confidential information acquired or obligations incurred in connection with an outside activity permitted to be done by the general partner, the management company, or any of their respective members, managers, employees, or affiliates pursuant to the partnership agreement; (ii) in consequence of any member, manager, employee, agent or affiliate of the general partner or management company serving as an officer, director, consultant, agent, advisor or employee of a portfolio company; or (iii) in connection with activities undertaken by the general partner, the management company, or any of their respective members, managers, employees, or affiliates prior to the commencement date. No person shall be liable to the Fund or any partner for any failure to act for the benefit of the Fund in consequence of a prohibition described in the preceding sentence.

In accordance with common industry practice, the Fund, the Main Fund, the general partner and the management company will be authorized, without the approval of any partner, to enter into side letters or similar written agreements with partners that have the effect of establishing rights under, or altering or supplementing the terms of the partnership agreement and the Main Fund Agreement, such partner's subscription agreement or other related agreements, including without limitation to provide for different or more favorable rights, access to information about the Main Fund's investments, or other matters relating to an investment in the Fund or the Main Fund. These agreements and the special arrangements included in such agreements could have an

adverse effect on the Main Fund, the Fund and the other limited partners. The ability of other partners to elect to receive the benefit of such side agreements will be limited.

If a limited partner fails to pay installments of its capital commitment to the Fund or the Main Fund when due, and the contributions made by non-defaulting limited partners and borrowings by the Fund or the Main Fund are inadequate to cover the defaulted capital contribution, the Fund or the Main Fund may be unable to pay its obligations when due. As a result, the Fund or the Main Fund may be subjected to significant penalties that could materially and adversely affect the returns to the investor. If any limited partner defaults, it may be subject to various remedies as provided in the partnership agreement.

Subject to the implementation of the investment limitations described in the partnership agreement, the general partner has complete discretion in managing the Main Fund's portfolio. The investor will not make decisions with respect to the management, disposition or other realization of any investment made by the Fund, or other decisions regarding the Fund's business and affairs.

Changes in legal, tax and regulatory laws, regulations or administrative practices may occur during the term of the Fund that may have an adverse effect on the Fund, the Main Fund, the Main Fund's investments and access to investment opportunities, the limited partners, the general partner and/or the management company. For example, the Main Fund expects to make investments in a number of different industries, some of which are or may become subject to regulation by one or more U.S. federal agencies and by various agencies of the states, localities and counties or agencies of other countries and jurisdictions in which the Main Fund or its portfolio companies operate. New and existing regulations, changing regulatory requirements and the burdens of regulatory compliance all may have a material negative impact on the performance of portfolio companies that operate in these industries. Neither the general partner nor the management company can predict whether new legislation or regulation governing those industries will be enacted by legislative bodies or governmental agencies, nor can either of them predict what effect such legislation or regulation might have. There can be no assurance that new legislation or regulations, promulgated, including changes to existing laws and regulations, in countries where the Main Fund invests will not adversely affect the Main Fund, its portfolio investments or the Main Fund's investment performance.

The investor should be aware that tax consequences to limited partners from an investment in the Fund are complex and may differ for each partner. The investor is strongly advised to consult with its own advisors in this regard.

The general partner intends to structure the Fund's investments in a manner that is intended to achieve the Fund's investment objectives and, notwithstanding anything contained herein to the contrary, there can be no assurance that the structure of any investment will be tax efficient for any particular investor or that any particular tax result will be achieved. In addition, tax reporting requirements may be imposed on investors under the laws of the jurisdictions in which investors are liable for taxation or in which the Fund makes portfolio investments. Prospective investors should consult their own professional advisors with respect to the tax consequences to them of an investment in the Fund under the laws of the jurisdiction in which they are liable for

taxation. Furthermore, the Fund's returns in respect of its investments may be reduced by withholding or other taxes imposed by jurisdictions in which the portfolio companies are organized. There can be no assurance that the Fund and/or the investor will be in the position to claim a full or partial refund or a credit of such withholding taxes or to obtain benefits under a double taxation treaty (if applicable) with respect to such withholding taxes. In addition, the Fund and/or the investor may have to file a tax return or other documents and may have to provide certain evidence to obtain such refund, credit or treaty benefits.

The U.S. Internal Revenue Service could audit the Fund's information and adjustments to the Fund's tax returns could occur as a result. Any such adjustment could result in the Fund paying additional tax, interest and penalties, as well as incremental accounting and legal expenses.

Certain funds may be newly formed entities and have no operating histories. Each such he Fund's investment program should be evaluated on the basis that there can be no assurance that the general partner's assessment of the prospects of investments will prove accurate or that the Fund will achieve its investment objective. Past performance of the managing directors of the general partner is not necessarily indicative of future results.

The limited partners may have conflicting investment, tax, and other interests with respect to their investments in the Fund. The conflicting interests of individual limited partners may relate to or arise from, among other things, the nature of investments made by the Fund, the structuring or the acquisition of investments and the timing of disposition of investments. As a consequence, conflicts of interest may arise in connection with decisions made by the general partner with respect to the nature or structuring of investments that may be more beneficial for some limited partners than for others, particularly with respect to investors' individual tax situations. In selecting and structuring investments appropriate for the Fund, the general partner will consider the investment and tax objective of the Fund and the partners as a whole, not the investment, tax or other objective of any limited partner individually.

limited partners subscribing for interests at subsequent closings will participate in existing investments of the Fund, diluting the interest of existing limited partners therein. Although such limited partners will contribute their pro rata share of prior capital contributions previously drawn down by the Fund, there can be no assurance that such payment will reflect the fair value of the Fund's existing investments at the time such additional limited partners subscribe for such interests.

The Main Fund may invest in companies that are based outside of the United States or the operations of which are primarily outside of the U.S. Any investment in a foreign country involves risks not found in the domestic securities market, including the following: the risk of economic and financial instability in the foreign country, which in some cases may include a collapse in credit markets, stock prices, currencies and/or consumer spending; the risk of adverse social and political developments, including nationalization, confiscation without fair compensation, political and social instability and war; the risk that the foreign country may impose restrictions on the repatriation of investment income or capital or on the ability of foreign persons to invest in certain types of companies, assets or securities; risks related to the possible lack of availability of sufficient financial information as a result of accounting, auditing, and



financial disclosure standards that differ, in some cases significantly, from those in the United States; risks related to foreign laws and legal systems, which are likely to differ from those of the United States, including in particular the laws with respect to the rights of investors which may not be as comprehensive or well developed as those in the United States and the procedures for the judicial or other enforcement of such rights which may not be as effective as in the United States; risks related to the fact that some investments may be denominated in foreign currencies and, therefore, will be subject to fluctuations in exchange rates; risk of sanctions imposed by the United States or the foreign country; and risks related to applicable tax laws and regulations and tax treaties, which are likely to vary from country to country and may be less well developed than those in the United States, possibly resulting in retroactive taxation so that the Main Fund or the Fund could become subject to an unanticipated local tax liability.

Contributions to the Fund and distributions from the Fund will be denominated in U.S. dollars. Investments made by the Main Fund may be denominated in U.S. dollars, Euros, Pounds Sterling or, if deemed advisable by the general partner, in other currencies. As a result, the profits or losses of the Fund on any investment, as measured in U.S. dollars, will be affected by fluctuations in currency exchange rates and exchange control regulations as well as by the success of the investment itself. In addition, the Main Fund or the Fund may incur costs in connection with conversions between various currencies. Neither the Main Fund nor the Fund presently intends to seek to reduce currency risks through “hedging” or other methods.

The partnership agreement will contain confidentiality provisions intended to protect proprietary and other information relating to the Fund, the Main Fund and the portfolio companies. To the extent that such information is publicly disclosed, competitors of the Fund and/or competitors of the portfolio companies, and others, may benefit from such information, thereby adversely affecting the Fund, the Main Fund, the portfolio companies, the general partner, the Fund, and the economic interests of limited partners.

### ***Risks Related to Fund of Venture Funds***

Certain of Clocktower’s Venture Capital Funds invest a portion of their capital in other venture funds “Fund of Venture Funds”. These investments add additional risk factors for investors to consider.

Reliance on Portfolio Entity Management. The Fund will be highly dependent on the capabilities of the general partners of any private funds in which the Fund invests (the “***Portfolio Funds***”), the executives and boards of directors of the operating portfolio companies, and their respective employees. This includes their abilities to source, structure, manage and create liquidity events for underlying portfolio companies. Managerial problems, such as departures of key executives, could have severe financial repercussions for the Fund. In addition, managerial misconduct by Portfolio Fund managers or executives of other operating portfolio entities, such as stealing assets, failing to follow its stated investment strategies or issuing false reports, would adversely affect the Fund’s performance. The Fund will not have any control over any portfolio entity’s management, regardless of the size of its investment in any portfolio entity.

Early Termination of Portfolio Funds. Should any of the Portfolio Funds in which the Fund invests terminate or otherwise truncate its investment program earlier than anticipated, the Fund may not invest as much capital as planned. The result could be a failure to achieve a multiple of return on a planned pool of capital, potentially negatively affecting an investor's portfolio returns.

Other Portfolio Fund Risks. The Fund may invest with managers of Portfolio Funds who are experiencing a significant increase in the assets they manage, which may impair their ability to generate returns on par with their historical results. In addition, a manager faced with a significant increase in assets to invest may divert from stated strategies into strategies or markets with which it may have little or no experience. This could result in losses to the Portfolio Funds and, thus, the Fund. Also, strategies used by Portfolio Funds may not have been in use during periods of major market stress, disruption or decline. As a result, it is not known how these strategies will perform during such periods.

The Fund may also invest in Portfolio Funds that have little or no operating history. Such Portfolio Funds will have no track record by which the Fund Manager can evaluate their potential performance. There can be no assurance that such Portfolio Funds will return invested capital to any of their limited partners, including the Fund. There can be no assurance that such Portfolio Funds will have sufficient capital to protect their interests (and the interests of the Fund) from dilution if an underlying portfolio company raises additional capital and such Portfolio Funds do not have sufficient reserves to invest.

The Fund will be charged fees, carried interest and other compensation and expenses by the managers of their Portfolio Funds. Investors will bear their *pro rata* share of such fees and expenses, and such fees and expenses will not reduce the fees, carried interest and expenses payable by investors to the Fund Manager.

### ***Cayman Islands Legal and Regulatory Risk Factors***

The Government of the Cayman Islands will not, under existing legislation, impose any income, corporate or capital gains tax, estate duty, inheritance tax, gift tax or withholding tax upon the Fund or the limited partners. Interest, dividends and gains payable to the Fund and all distributions by the Fund to limited partners will be received free of any Cayman Islands income or withholding taxes. The Fund shall register as an exempted limited partnership under Cayman Islands law and the Fund will apply for, and expects to receive, an undertaking from the Financial Secretary of the Cayman Islands to the effect that, for a period of 50 years from the date of the undertaking, no law which is enacted in the Cayman Islands imposing any tax to be levied on profits or income or gains or appreciations shall apply to the Fund or to any partner thereof in respect of the operations or assets of the Fund or the interest of a partner therein; and may further provide that any such taxes or any tax in the nature of estate duty or inheritance tax shall not be payable in respect of the obligations of the Fund or the interests of the partners therein. The Cayman Islands are not party to a double tax treaty with any country that is applicable to any payments made to or by the Fund.

The Fund is not required to register or be regulated as a mutual fund under the Mutual Funds Law (2015 Revision) of the Cayman Islands. Neither the Cayman Islands Monetary Authority nor any other governmental authority in the Cayman Islands has commented upon or approved the terms or merits of this document. There is no investment compensation scheme available to investors in the Cayman Islands.

In order to comply with legislation or regulations aimed at the prevention of money laundering the Fund is required to adopt and maintain anti-money laundering procedures, and may require prospective investors to provide evidence to verify their identity, the identity of their beneficial owners/controllers (where applicable) and source of funds. Where permitted, and subject to certain conditions, the general partner may also delegate the maintenance of its anti-money laundering procedures (including the acquisition of due diligence information) to a suitable person (the “AML Delegate”).

The general partner, or the AML Delegate on the general partner's behalf, reserve the right to request such information as is necessary to verify the identity of a prospective investor (i.e., a subscriber for or a transferee of interests in the Fund) and the identity of their beneficial owners/controllers (where applicable). Where the circumstances permit, the general partner, or the AML Delegate on the general partner's behalf, may be satisfied that full due diligence may not be required at subscription where an exemption applies under the Anti-Money Laundering Regulations (2018 Revision) of the Cayman Islands, as amended and revised from time to time or any other applicable law. However, detailed verification information may be required prior to the payment of any proceeds in respect of, or any transfer of, an interest in the Fund.

In the event of delay or failure on the part of the prospective investor in producing any information required for verification purposes, the general partner, or the AML Delegate on the general partner's behalf, may refuse to accept the application, or if the application has already occurred, may suspend or redeem the interest, in which case any funds received will be returned without interest to the account from which they were originally debited.

The general partner, or the AML Delegate on the general partner's behalf, also reserve the right to refuse to make any redemption or distribution payment to a holder of Fund interests if the general partner or the AML Delegate on the general partner's behalf suspect or are advised that the payment of redemption or distribution proceeds to such interest holder may be non-compliant with applicable laws or regulations, or if such refusal is considered necessary or appropriate to ensure the compliance by the Fund or the AML Delegate with any applicable laws or regulations.

The Fund is subject to laws that restrict it from dealing with entities, individuals, organizations and/or investments which are subject to applicable sanctions regimes.

If any person in the Cayman Islands knows or suspects or has reasonable grounds for knowing or suspecting that another person is engaged in criminal conduct or money laundering or is involved with terrorism or terrorist financing and property and the information for that knowledge or suspicion came to their attention in the course of business in the regulated sector, or other trade, profession, business or employment, the person will be required to report such knowledge or suspicion to (i) the Financial Reporting Authority of the Cayman Islands (“FRA”), pursuant to

the Proceeds of Crime Law (2018 Revision) of the Cayman Islands if the disclosure relates to criminal conduct or money laundering, or (ii) a police officer of the rank of constable or higher, or the FRA pursuant to the Terrorism Law (2018 Revision) of the Cayman Islands if the disclosure relates to involvement with terrorism or terrorist financing and property. Such a report shall not be treated as a breach of confidence or of any restriction upon the disclosure of information imposed by any enactment or otherwise.

Accordingly, the Fund will require the subscriber to represent and warrant, on a continuing basis, that it is not, and that to the best of its knowledge or belief its beneficial owners, controllers or authorized persons (“Related Persons”) (if any) are not; (i) named on any list of sanctioned entities or individuals maintained by the US Treasury Department's Office of Foreign Assets Control (“OFAC”) or pursuant to European Union (“EU”) and/or United Kingdom (“UK”) Regulations (as the latter are extended to the Cayman Islands by Statutory Instrument), (ii) operationally based or domiciled in a country or territory in relation to which sanctions imposed by the United Nations, OFAC, the EU and/or the UK apply, or (iii) otherwise subject to sanctions imposed by the United Nations, OFAC, the EU or the UK (including as the latter are extended to the Cayman Islands by Statutory Instrument) (collectively, a “Sanctions Subject”).

Where the subscriber or a Related Person is or becomes a Sanctions Subject, the Fund may be required immediately and without notice to the subscriber to cease any further dealings with the subscriber and/or the subscriber's interest in the Fund until the subscriber ceases to be a Sanctions Subject, or a license is obtained under applicable law to continue such dealings (a “Sanctioned Persons Event”). The Fund, the general partner, its general partner and the management company shall have no liability whatsoever for any liabilities, costs, expenses, damages and/or losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of revenue, loss of reputation and all interest, penalties and legal costs and all other professional costs and expenses) incurred by the subscriber as a result of a Sanctioned Persons Event.

In addition, should any investment made on behalf of the Fund subsequently become subject to applicable sanctions, the Fund may immediately and without notice to the subscriber cease any further dealings with that investment until the applicable sanctions are lifted or a license is obtained under applicable law to continue such dealings.

The Fund, the general partner, its general partner or any of its or their directors or agents domiciled in the Cayman Islands, may be compelled to provide information, including, but not limited to, information relating to the investor, and where applicable the investor's beneficial owners and controllers, subject to a request for information made by a regulatory or governmental authority or agency under applicable law; e.g. by the Cayman Islands Monetary Authority, either for itself or for a recognized overseas regulatory authority, under the Monetary Authority Law (2018 Revision), or by the Tax Information Authority, under the Tax Information Authority Law (2017 Revision) or Reporting of Savings Income Information (European Union) Law (2014 Revision) and associated regulations, agreements, arrangements and memoranda of understanding. Disclosure of confidential information under such laws shall not be regarded as a breach of any duty of confidentiality and, in certain circumstances, the Fund, the general partner,

its general partner or any of its or their directors or agents, may be prohibited from disclosing that the request has been made.

Mail addressed to the Fund and received at its registered office will be forwarded unopened to the forwarding address supplied by the Fund to be dealt with. None of the Fund, the general partner, its general partner or any of its or their directors, officers, advisors or service providers (including the organization which provides registered office services in the Cayman Islands) will bear any responsibility for any delay howsoever caused in mail reaching the forwarding address. In particular the directors of the general partner of the general partner will only receive, open or deal directly with mail which is addressed to them personally (as opposed to mail which is addressed just to the Fund).

The Fund is to be constituted as a Cayman Islands exempted limited partnership under the Exempted limited partnership Law (2018 Revision) (the “ELP Law”). A Cayman Islands exempted limited partnership is constituted by the signing of the relevant partnership agreement and its registration with the Registrar of Exempted limited partnerships in the Cayman Islands.

Notwithstanding registration, an exempted limited partnership is not a separate legal person distinct from its partners. Under Cayman Islands law, any rights or property of an exempted limited partnership (whether held in that partnership's name or by any one or more of its general partners) shall be held or deemed to be held by the general partner, and if more than one then by the general partners jointly, upon trust as an asset of the exempted limited partnership in accordance with the terms of the partnership agreement. Any debts or obligations incurred by the general partner in the conduct of an exempted limited partnership's business are the debts and obligations of such partnership. Registration under the ELP Law entails that the exempted limited partnership becomes subject to, and the limited partners therein are afforded the limited liability (subject to the partnership agreement) and other benefits of, the ELP Law.

The business of an exempted limited partnership will be conducted by its general partner(s) who will be liable for all debts and obligations of the exempted limited partnership to the extent the Fund has insufficient assets. As a general matter, a limited partner of an exempted limited partnership will not be liable for the debts and obligations of the exempted limited partnership save (i) as provided in the partnership agreement, (ii) if such limited partner becomes involved in the conduct of the partnership's business and holds himself out as a general partner to third parties or (iii) if such limited partner is obliged pursuant to the ELP Law to return a distribution made to it where the exempted limited partnership is insolvent and the limited partner has actual knowledge of such insolvency at that time.

Additional risk factors associated with funds that Clocktower Group manages:

- There is not and will not be an active market for the funds' interests. It may be impossible to transfer any such interests, even in an emergency.
- A Clocktower Fund may not be able to generate cash necessary to satisfy investor withdrawals. Substantial withdrawals in a short period could force Clocktower Group to liquidate investments too rapidly, and it may adversely affect the allocation of the fund's

investments. This is particularly true when a fund has a limited number of investors and withdrawals by one investor represent a significant part of the fund's assets.

- A Clocktower Fund may limit or suspend withdrawals of an investor's assets from the fund.
- A Clocktower Fund may establish a reserve for contingencies if Clocktower Group considers it appropriate. Investors may not withdraw assets covered by that reserve until it is lifted.
- A Clocktower Fund may dissolve or expel any investor at any time, even if such actions adversely affect one or more investors.
- The Hedge Funds of Funds do not intend to make distributions, but instead to reinvest substantially all income and gains. Therefore, an investor may have taxable income from a fund without a cash distribution to pay the related taxes.
- If any Clocktower Fund becomes insolvent, investors may be required to return with interest any distributions and forfeit any undistributed profits.

The above is only a brief summary of some of the important risks that a client or fund investor may encounter with respect to investments in the Clocktower Group Hedge Fund of Funds or Venture Capital Funds. Before deciding to become a Clocktower Group client or invest in a fund that Clocktower Group manages, you should consider carefully all applicable risk factors as further detailed in the respective Fund offering documents.

The global coronavirus pandemic has caused and continues to have the potential to cause disruption in the global economy, unprecedented business and travel disruption and extreme fluctuations in global capital and financial markets. During the years following, the pandemic led to significant increases in unemployment levels, a decline in business and consumer confidence and spending, global supply chain issues, inflation, an economic recession in many economies throughout the world and significant increases in federal, state and local deficits and debt. The severity and extent of the impact of the pandemic, or future pandemics, on the U.S. and global capital and financial markets and economies will depend largely on future developments, including the duration of the spread of the outbreak within the U.S. and the policies implemented in connection with restoring business and other activity, all of which are highly uncertain and cannot be predicted. A prolonged period of economic contraction or stagnation may adversely affect a Fund's performance and reduce available investment opportunities. Additional effects may arise that cannot be predicted currently, including the impact of the pandemic on a Fund's service providers, a Fund, the Firm and its affiliates.

## **Item 9. Disciplinary Information**

Neither Clocktower Group nor any of its executive officers, members of its investment committees or portfolio management committees, or other “management persons” (as defined in Form ADV) has been subject to legal or disciplinary events related to this Item.

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

Neither Clocktower Group nor any of its management persons is registered, or has an application pending to register, as a broker-dealer, registered representative of a broker-dealer, futures commission merchant (“FCM”), or commodity trading advisor (“CTA”). Clocktower Group is a registered commodity pool operator (NFA ID: 0392317).

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

Clocktower Group has adopted a Code of Ethics in compliance with Rule 204A-1 under the Advisers Act that establishes standards of conduct for Clocktower Group’s supervised persons. The Code of Ethics requires Clocktower Group’s supervised persons to comply with their fiduciary obligations to clients and applicable securities laws, and includes specific requirements relating to, among other things, personal trading, insider trading, conflicts of interest and confidentiality of client information. It requires (1) supervised persons to comply with the personal trading restrictions described below and periodically to report their personal securities transactions and holdings to Clocktower Group’s Chief Compliance Officer, and (2) the Chief Compliance Officer or his or her designee to review those reports. It also requires supervised persons to report any violations of the Code of Ethics promptly to the Chief Compliance Officer. Each supervised person of Clocktower Group receives a copy of the Code of Ethics and any amendments to it and must acknowledge in writing having received those materials. Annually, each supervised person must certify that he or she complied with the Code of Ethics during the preceding year. Clients and prospective clients may obtain a copy of Clocktower Group’s Code of Ethics by contacting Tyler Hathaway at (310) 458-2915 or [thathaway@clocktowergroup.com](mailto:thathaway@clocktowergroup.com).

Under Clocktower Group’s Code of Ethics, Clocktower Group and/or its partners, officers and employees from time to time personally invest in the same securities and commodities that a third-party manager or private hedge fund purchases for clients/investors and may own the same securities and commodities that are subsequently purchased for clients/investors by the managers or private hedge funds. This practice creates a conflict of interest in that any of such persons can use his or her knowledge about actual or proposed securities or commodities transactions and recommendations by a Manager for a client account to profit personally by the market effect of such transactions and recommendations. To address this conflict, Clocktower Group and its partners, officers and employees must obtain pre-approval from Clocktower Group’s Chief Compliance Officer (“CCO”), or designee, before engaging in certain securities and commodities transactions, other than transactions in mutual funds, exchange traded funds, U.S. government securities, money market instruments and shares of money market funds, crypto currencies, and futures. Clocktower Group maintains a policy which prohibits Clocktower Group partners, officers and employees from investing directly in third-party managers or private hedge

funds which are purchased or contemplated for purchase for the Clocktower Funds. Clocktower Group and its partners, officers and employees may also buy or sell specific securities for their own accounts based on personal investment considerations with pre-approval from Clocktower Group's CCO. Such pre-approval is granted only where, to the best of Clocktower Group's knowledge, there is no conflict of interest with any recommendations to Clocktower Clients or with any third-party manager in which the Clocktower Hedge Funds of Funds are invested.

Certain employees and affiliates of Clocktower may invest in the Funds, either through the general partners or as direct investors in the Funds. A Fund or its general partner, as applicable, may reduce all or a portion of the advisory fee, carried interest and/or incentive allocation related to investments held by such persons.

### ***Allocation of Investment Opportunities***

Clocktower Group is committed to allocating investment opportunities among the Funds in a manner that, over time, is fair and equitable. Clocktower Group has established policies and procedures to guide the determination of investment allocations among its Funds, which policies and procedures permit Clocktower Group to take into account some or all of a wide range of factors determined relevant in Clocktower Group's sole discretion. Clocktower Group may allocate participation in a manner different from the expectation described above at any time, as it determines to be fair and equitable to the Funds over time. The application of the factors set forth above may result in allocation on a non-pro rata basis, and there can be no assurance that a Fund will participate in all investment opportunities that fall within its investment objective. Unless otherwise set forth in the relevant Fund's governing documents, Clocktower Group shall not be obligated to offer any opportunities to any Fund.

Clocktower Group will determine whether a particular investment opportunity is within the investment strategy of a Fund and will make investment decisions (including decisions on when to dispose of investments) in its reasonable discretion, taking into account such factors as Clocktower Group deems reasonable under the circumstances.

Clocktower Group may give advice to, and take action on behalf of, any of its clients that differs from the advice that it gives or the timing or nature of action that it takes on behalf of any other client. Clocktower Group is not obligated to acquire for any Clocktower Funds any security or commodity that Clocktower Group or its partners, officers or employees may acquire for or recommend to its or their own accounts or for any other client, if in Clocktower Group's absolute discretion, it is not practical or desirable to acquire a position in such security for the funds.

### **Item 12. Brokerage Practices**

Clocktower Group does not perform any trading for client transactions. Trading is performed by the third-party managers and the private hedge fund managers, who have complete discretion in selecting the broker or futures commission merchant that it uses for traded execution and negotiating the commission rates paid to such brokers and futures commission merchants. Each manager's selection process, along with the factors considered when selecting brokers or futures



commission merchants are described in their respective Form ADV Part 2A and fund offering documents (as applicable) and should be fully reviewed prior to opening an account with a third-party manager or investing in a private hedge fund.

For the Hedge Funds of Funds, each fund invests in other private hedge funds (“Underlying Funds”) and the managers of the Underlying Funds have complete discretion in executing trades and negotiating the commission rates paid to brokers and futures commission merchants and will consider relevant criteria in accordance with its respective best execution policies and procedures. These managers also may purchase from a broker or futures commission merchant or allow a broker or futures commission merchant to pay for the following (each a “soft dollar”) relationship. For certain Hedge Funds of Funds, Clocktower Group has the authority to place trades directly, including for the purpose of gaining benchmark index exposure, opportunistic trades, or liquidating an account that was managed by a sub-advisor. In such cases, Clocktower Group will utilize the Fund’s existing prime brokerage relationships for execution and will consider pricing and commission rates to ensure best execution.

In recognition of the value of “soft dollar” services such as brokerage, research, and other services provided free of charge by a broker or futures commission merchant, the Underlying Funds’ managers may cause the Underlying Funds to pay that broker or futures commission merchant brokerage commissions in excess of that which another broker or futures commission merchant might charge for effecting the same transaction. These managers also may direct Underlying Funds’ transactions to brokers and futures commission merchants who refer prospective investors or clients to them. Section 28(e) of the Securities Exchange Act of 1934 provides a “safe harbor” to investment advisers who use commission dollars of their advised accounts to obtain investment research and brokerage services that provide lawful and appropriate assistance to the manager in performing investment decision-making responsibilities. Conduct outside of the safe harbor of section 28(e) is subject to the traditional standards of fiduciary duty under state and federal law. If the Underlying Funds’ managers use commission dollars to pay for products or services that provide administrative or other non-research assistance to the managers or their affiliates, such payments may not fall within the safe harbor of section 28(e). In addition, the Underlying Funds’ managers may receive soft dollar credits on principal, as well as agency, securities transactions with brokers and futures commission merchants. Clocktower Group generally does not require the Underlying Funds’ managers to comply with section 28(e) or otherwise restrict their use of soft dollars.

Clocktower Group expects that Underlying Funds’ managers will generally consider the amount and nature of research, execution, and other services provided by brokers and futures commission merchants as well as the extent to which the Underlying Funds rely on such services, and it will attempt to allocate a portion of the brokerage transactions of the Underlying Funds on the basis of that consideration. The managers may use the investment information and other services received from brokers and futures commission merchants in servicing their accounts (including the Underlying Funds), but are not required to use all such information and services for the Underlying Funds.

The managers’ relationships with brokerage firms and futures commission merchants that provide soft dollar services to these managers and their affiliates influence the managers’

judgment in allocating brokerage transactions and may create a conflict of interest in using the services of those brokers and futures commission merchants to execute transactions. The brokerage fees that the Underlying Funds pay benefit the managers at the expense of the Underlying Funds, to the extent that soft dollars are used to pay the expenses of the managers that are not otherwise reimbursable by the Underlying Funds. Trades executed for the Underlying Funds through these firms or any other brokerage firm or futures commission merchant may or may not be at the best price otherwise available.

Underlying Funds' managers may aggregate sale and purchase orders of securities held by the Underlying Funds with similar orders being made simultaneously for their other clients' accounts. Such transactions may be made at slightly different prices, because of the volume of securities purchased or sold. In such event, the Underlying Funds may be charged or credited, as the case may be, the average transaction price of all securities purchased or sold in such transactions. As a result, the price may be less favorable to the Underlying Funds than it would be if similar transactions were not being executed concurrently for other accounts.

Clocktower Group performs periodic due diligence on all the Underlying Funds' managers, which includes reviews of each manager's Form ADV including its best execution and soft dollars policy and procedures.

### **Item 13. Review of Accounts**

For the Hedge Funds of Funds, Clocktower Group's investment personnel perform real-time monitoring of underlying managers' trading activity. Clocktower Group's operations team performs ongoing operational due diligence of the underlying managers including an annual onsite or virtual due diligence meeting. Further, the Hedge Fund of Funds' Investment Committee, comprised of the Firm's Managing Partner and other Partners is responsible for investment decisions for the Hedge Fund of Funds. For the Venture Capital Funds, Clocktower Group's investment personnel perform ongoing reviews of its portfolio companies. The Venture Capital Funds' investment team will review portfolio company information with respect to assessing investment decisions including follow-on investment opportunities and portfolio exits. The Venture Capital Investment Committee, comprised of the Firm's Managing Partner and other members of the venture capital investment team, is responsible for investment decisions for the Venture Capital Funds.

Hedge Funds of Funds investors receive annual audited financial statements and monthly unaudited quarterly account statements. Venture Capital Funds investors receive annual audited financial statements and quarterly accounts statements. Clocktower Group may supplement these statements with reports, letters or other communications.

Clocktower Group does not provide discretionary investment advice to its investment consulting clients or strategy research reporting clients and therefore does not perform account reviews.

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

Clocktower Group and certain of its affiliates have revenue sharing arrangements in place with certain managers of the private hedge funds invested in by the Hedge Funds of Funds. Revenue sharing arrangements create a conflict of interest, as Clocktower Group may earn a fee when investment consulting clients invest in managers in which Clocktower Group has an economic interest through Fund investments. This conflict is addressed by disclosing such arrangements including fees to investment consulting clients prior to their investment and also by disclosing such arrangements in each Fund's offering documents. Although Clocktower Group does not recommend investing in such managers to its strategy research reporting clients, Clocktower Group may also receive an economic benefit if strategy research reporting clients invest in managers in which Clocktower Group has an economic interest through Fund investments.

Further, Clocktower Group and its affiliates hold periodic conferences and events in the U.S. and other locations for its clients, investors and other attendees ("Events"). Clocktower Group or its affiliates may obtain sponsors to pay for such Events and such sponsors have included investment firms that may look to solicit its services to attendees or such sponsors may be included in reporting by Clocktower Group to its clients. Such relationships do not affect Clocktower Group's decision making to include a sponsor in its report and the potential conflict is disclosed in Clocktower Group's reports. In China, to facilitate events and networking, a Clocktower Group partner owns and operates a professional networking business (the "Networking Business"). Members of the Networking Business generally pay fees in order to participate in networking opportunities, including dinners and events, and other offerings, where Clocktower Group and/or its affiliates also receives a revenue share. Affiliates of certain Underlying Fund managers with which Clocktower Group has invested capital have also become paying members of the Networking Business, and other such persons may in the future. While Clocktower Group makes decisions for its investment advisory clients in accordance with its obligations to manage their respective assets appropriately, and without regard to a manager's participation (or lack of participation) in such Networking Business, and despite that partner does not unilaterally make investment or reinvestment decisions for client accounts, any compensation and other benefits to the Networking Business or Clocktower Group's affiliates arising from a manager's or their affiliates' participation could be perceived as incentivizing Clocktower Group to take (or refrain from taking) certain actions with respect to a client's investment with a manager. Clocktower Group monitors the Events and Networking Business's activities as they relate to client accounts in accordance with its policies and procedures related to outside business activities and conflicts.

Except as described above, Clocktower does not receive an economic benefit from any person who is not a Client for providing investment advice or other advisory services and does not expect to compensate any person for client referrals.

## **Item 15. Custody**

Clocktower Group has custody of certain Funds and therefore is subject to comply with Rule 206(4)-2 of the Advisers Act (i.e., the "custody rule"). In accordance with the custody rule,

investment advisers are generally required to have an annual independent verification of those assets. The verification must be in the form of a surprise examination performed by an independent non-affiliated certified public accountant. However, an exception applies in the case of private investment funds, so long as the private fund receives annual audits of their financial statements performed by an independent public accountant, which is registered with and subject to regular inspection by the Public Company Accounting Oversight Board (PCAOB). In addition, the audited financial statements must be prepared in accordance with Generally Accepted Accounting Principles (GAAP) and distributed to all investors within 120 days of the end of the private fund's fiscal year (or 180 days in the case of a fund of funds). The private funds also must receive an audit upon full liquidation and the audited financial statements must be distributed to all of a fund's investors promptly after the completion of such audit.

Currently, Clocktower Group does not have annual surprise audits performed since each of the Clocktower Funds receives annual audits of their financial statements by a public accounting firm that is registered with and subject to regular inspection by PCAOB. Clocktower Group assists the Clocktower Funds with the distribution of audited financial statements to all the Funds' investors and ensures such distributions are made within 120 or 180 days of each Fund's fiscal year end (as per each Fund's respective governing documents). Should the Clocktower Funds liquidate their pooled assets, Clocktower Group will ensure the financial statements of each Fund are audited at that time and distributed to investors.

#### **Item 16. Investment Discretion**

Clocktower Group has been provided in writing the discretionary authority to manage the assets in the Clocktower Funds, which includes the determination of the investments to be made by those Funds. Clocktower Group does not have discretion over the assets of its investment consulting clients or its strategy research reporting clients.

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

Clocktower Group has proxy voting authority for voting proxies on behalf of the Clocktower Funds, however as it relates to the Hedge Fund of Funds it has delegated that authority to the managers of the Underlying Funds. Clocktower Group does not have proxy voting authority for its investment consulting clients.

To the extent Clocktower Group were to receive and vote a proxy, it would review and vote in accordance with the Firm's proxy voting policies and procedures ("Proxy Voting Policy"). Clocktower Group will decide whether to vote the proxy after considering whether the proposal will have a material effect on the Fund's investment strategy. In determining whether a proposal serves a Fund's best interests, Clocktower Group considers a number of factors, including:

- the proposal's economic effect on investor value;
- the threat that the proposal poses to existing rights of investors;
- the dilution of existing investors that would result from the proposal;

- the effect of the proposal on management or director accountability to investors; and
- if the proposal is an investor initiative, whether it wastes time and resources of the company or Portfolio Fund or reflects the grievance of one individual.

Clocktower Group abstains or refrains from voting proxies when Clocktower Group believes that it is appropriate and in the best interest of the Fund to do so.

If a material conflict of interest over proxy voting arises between Clocktower Group and a Clocktower Funds, Clocktower Group will vote all ballots and proxies in accordance with the Proxy Voting Policy. If Clocktower Group determines that the Proxy Voting Policy does not adequately address the conflict of interest, Clocktower Group will notify the investors of the conflict and request that the investors consent to Clocktower Group's intended response to the ballot or proxy solicitation. If the investors consent to Clocktower Group's intended response or fails to respond to the notice within a reasonable time specified in the notice, Clocktower Group will vote the ballot or proxy per its intended response. If a majority of investors object in writing to Clocktower Group's intended response, Clocktower Group will vote the ballot or proxy as the majority directs.

A copy of Clocktower Group's Proxy Voting Policy and a record of votes cast by Clocktower Group on behalf of the Clocktower Funds can be obtained by fund investors by contacting Tyler Hathaway at (310) 458-2915 or [thathaway@clocktowergroup.com](mailto:thathaway@clocktowergroup.com).

## **Item 18. Financial Information**

Clocktower Group has discretionary authority over certain client funds or securities, but it does not require or solicit prepayment at least six months in advance of \$1,200 or more in fees per discretionary client. Clocktower Group has not been subject to a bankruptcy petition at any time during the past ten years.