



DCI, LLC

FORM ADV PART 2A Firm Brochure

March 29, 2013

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This brochure provides information about the qualifications and business practices of DCI, LLC, which will do business in California as DCI Investment Management, LLC ("DCI" or the "Company"). If you have any questions about the contents of this brochure, please contact us at 415-321-7423 or skreiger@dcicom. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission ("SEC") or by any state securities authority.

Additional information about DCI also is available on the SEC's website at www.adviserinfo.sec.gov. You can search this site by a unique identifying number, known as a CRD number. Our firm's CRD number is 134018.

DCI, LLC's registration with the SEC as an investment adviser is required based on the amount of assets under DCI, LLC's management. Such registration does not imply that DCI, LLC possesses any certain level of skill or training.



Item 2 Material Changes

This Form ADV Part 2A Firm Brochure Amendment serves as the annual update and does not contain material changes since the last annual amendment, which was filed on March 30, 2012.



ITEM 3 - Table of Contents

ITEM 2 MATERIAL CHANGES	2
ITEM 4 – ADVISORY BUSINESS	4
ITEM 5 - FEES AND COMPENSATION	6
ITEM 6 - PERFORMANCE-BASED FEES AND SIDE-BY-SIDE MANAGEMENT	8
ITEM 7 - TYPES OF CLIENTS	10
ITEM 8 - METHODS OF ANALYSIS, INVESTMENT STRATEGIES AND RISK OF LOSS	11
ITEM 9 - DISCIPLINARY INFORMATION	17
ITEM 10 - OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS	18
ITEM 11 - CODE OF ETHICS, PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS AND PERSONAL TRADING	19
ITEM 12 - BROKERAGE PRACTICES	21
ITEM 13 - REVIEW OF ACCOUNTS	23
ITEM 14 - CLIENT REFERRALS AND OTHER COMPENSATION	24
ITEM 15 - CUSTODY	25
ITEM 16 - INVESTMENT DISCRETION	26
ITEM 17 - VOTING CLIENT SECURITIES	27
ITEM 18 - FINANCIAL INFORMATION	28



Item 4 – Advisory Business

DCI, LLC (“DCI”) is registered with the U.S. Securities and Exchange Commission (“SEC”) as an investment adviser with its principal place of business located in San Francisco, California.

DCI was established in 2004.

Listed below are the firm's principal shareholders (*i.e.*, those individuals and/or entities controlling 25% or more of this company):

- Stephen Kealhofer and Janet Ann Luck 1999 Family Trust. Stephen Kealhofer is the Managing Principal of DCI.

A detailed description of the advisory services DCI offers to its clients is described below.

INVESTMENT SUPERVISORY SERVICES ("ISS") PORTFOLIO MANAGEMENT

DCI organizes and serves as the discretionary investment adviser to investment funds (“funds”), which may be organized inside or outside of the US as limited partnerships, trusts, companies or other entities, and to single client separate accounts (“separate accounts”). Each fund’s and separate account’s investment objective is to seek to produce investment returns from taking positions that assume credit risk. DCI uses proprietary technology to produce model-driven portfolios.

Our investment recommendations are not limited to any specific product or service offered by a broker-dealer or insurance company and will generally include advice regarding the following securities:

- Corporate debt securities (other than commercial paper)
- Credit default swaps
- United States government securities and the securities of other governments
- Futures and forward contracts
- Interest rate swaps

Because some types of investments involve certain additional degrees of risk, they will only be implemented/recommended when consistent with the investment objectives agreed with the separate account’s or fund’s investment objectives. Each fund’s prospectus or offering memorandum contains additional information about the fund, including a discussion of the fund’s investment strategy and discussion of certain significant risks of investing in the funds.

To ensure that our initial determination of an appropriate portfolio remains suitable and that the separate account or fund continues to be managed in a manner consistent with the agreed investment objectives, we will:

1. Conduct an ongoing and continuous review of each account to ensure consistency with the strategy’s objectives.
2. Be reasonably available to consult with the client; and
3. Provide at least monthly reports including, but not limited to, the performance of the accounts and other risk measures. (See Item 13, “Review of Accounts,” below.)



AMOUNT OF MANAGED ASSETS

As of 12/31/2012, DCI's regulatory assets under management (rounded to the nearest million dollars) were approximately \$4,589,000,000 of clients' assets managed on a discretionary basis.

DCI does not at this time advise any non-discretionary accounts.



Item 5 - Fees and Compensation

INVESTMENT SUPERVISORY SERVICES ("ISS") PORTFOLIO MANAGEMENT FEES

On a case-by-case basis, DCI determines an appropriate fee structure based on the size, complexity and investment objectives of the fund or separate account. Fee arrangements may include a combination of a management fee and incentive fee, or may be solely limited to a management fee. The terms and conditions of the fee structure are mutually agreed upon prior to entering into an advisory agreement. Fees for funds are typically deducted from the assets of the fund by the Administrator. Fees for separate accounts are invoiced to the client.

Account Management Fees:

DCI typically charges a fee for account management that is calculated and paid as a percentage of the assets under management. The Account Management Fee is calculated at an annual rate not to exceed 3%. Fees are calculated on a monthly or quarterly basis, and are payable in arrears based on the value of the account at the end of each billing period. The Account Management Fee is prorated for periods less than a full billing cycle and adjusted to cover any additional contributions made during that period.

Account Incentive Fees:

Certain separate accounts and funds pay DCI performance-based compensation ("Incentive Fees"). The Incentive Fee is calculated based on a percentage of the net profits of the account(s) at a frequency mutually agreed upon with the client.

DCI's incentive fee is typically 10-20% of the net profits above the account's previous "high water mark". To the extent that the amount of account appreciation is less than the high water mark, there is a loss carry-forward allocation that must be recouped before DCI is entitled to a performance-based fee.

Clients who elect to terminate their contracts will be charged a performance-based fee based on the performance of the account for the measuring period going back from the termination date and pro-rated from the date on which the performance-based fee was last assessed, or as otherwise specifically agreed with the client.

In measuring a separate account's or fund's assets for the calculation of performance-based fees, for securities for which market quotations are readily available, DCI includes the unrealized appreciation as well as unrealized gains in the client's account. The ultimate calculation of account Incentive Fees is determined independent of DCI by the client or its custodian or administrator.

A client or investor should understand the performance-based fee method of compensation and its risks prior to entering into a management contract with us or purchasing shares in a fund we manage.

PERFORMANCE-BASED FEES WILL ONLY BE CHARGED IN ACCORDANCE WITH THE PROVISIONS OF RULE 205-3 UNDER THE INVESTMENT ADVISERS ACT OF 1940,



APPLICABLE SEC GUIDANCE, AND/OR APPLICABLE STATE REGULATIONS. THE FEES WILL NOT BE OFFERED TO ANY CLIENT RESIDING IN A STATE IN WHICH SUCH FEES ARE PROHIBITED.

Limited Negotiability of Advisory Fees:

Although DCI has established the aforementioned fee schedule(s), we retain the discretion to negotiate alternative fees on a client-by-client basis. Client facts, circumstances and needs are considered in determining the fee schedule. These include the complexity of the client, assets to be placed under management, anticipated future additional assets; related accounts; portfolio style, account composition, reports, among other factors. The specific annual fee schedule is identified in the contract between DCI and each client.

General Information

Termination of the Advisory Relationship:

A client agreement may be canceled at any time, by either party, for any reason upon receipt of 30 days written notice, or as otherwise explicitly agreed with the client.

Advisory Fees in General:

Clients should note that similar advisory services may be available from other registered (or unregistered) investment advisers for similar or lower fees.

Additional Compensation and Conflicts of Interest

Neither DCI nor any of its supervised persons accept compensation for the sale of securities or other investment products.



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

PERFORMANCE-BASED FEES

As discussed in Item 5 of this Brochure, DCI may charge a performance-based fee to certain separate accounts and funds. Such a performance-based fee is calculated based on a share of the realized and unrealized capital gains on capital appreciation of the assets of the client. To qualify for a performance-based fee arrangement, a client (or fund investor, as applicable) must either demonstrate a net worth of at least \$2,000,000, excluding the value of the investor's primary residence and certain associated debt or have \$1,000,000 in assets under DCI's management. In limited circumstances, certain DCI partners have an ownership or economic interest in certain private funds DCI manages. However, DCI does not permit investments in its funds by non-partner employees or those directly involved in trading or portfolio management of client funds.

DCI recognizes that such arrangements may create potential conflicts of interest. Moreover, clients should be aware that a performance-based fee arrangement may create an incentive for us to recommend investments which may be riskier or more speculative than those which would be recommended under a different fee arrangement.

Furthermore, as we also have clients who do not pay performance-based fees, we have an incentive to favor accounts that do pay such fees because compensation we receive from these clients is more directly tied to the performance of their accounts.

DCI has adopted policies and procedures to address these conflicts of interest.

Potential Conflicts Amongst Advisory Clients

Investment Allocations:

Allocations of aggregated trades, particularly trades that are only partially filled as a result of the limited availability of desired securities, could be viewed as raising a potential conflict of interest, as DCI may have an incentive to allocate investments that are expected to increase more in value to certain advisory clients, such as private investment funds that provide DCI with performance-based fees, or in which DCI personnel have an ownership or economic interest. To address the potential conflict of interest, all allocations of investment opportunities and allocations of aggregated trades for client accounts are required to be made in accordance with DCI's Investment Allocation Policy, which is summarized below in Item 12 – Brokerage Practices, Trade Aggregation. In addition, DCI has established a Best Execution Committee that conducts periodic supervisory reviews of the firm's trading practices to, in part, review for issues related to allocation disparities between client accounts. In addition, the Compliance Department conducts ongoing trade activity reviews.



Cross-Trades:

Despite their potential benefits to clients, cross-trades among advisory clients of DCI can be effected in a manner perceived to favor one advisory client over another. Given the instruments traded by DCI on behalf of its advisory clients cross-trades are unlikely. Nevertheless, DCI could be viewed, for example, as crossing trades that are expected to increase in value from an advisory account to a private investment fund in order to benefit itself as a result of the ownership or economic interest, including the existence of a performance-based fee, of DCI, its affiliates and/or investment professionals in the private investment fund. To address the potential conflict of interest, cross-trades are required to comply with DCI's Trading Policy, which requires that the Chief Compliance Officer approve any cross-trades, in part, to ensure that any such cross-trade is consistent with DCI's fiduciary obligations to act in the best interests of its clients. In addition, cross-trades are reported to the Best Execution Committee.



Item 7 - Types of Clients

DCI provides advisory services to the following types of clients:

- Other pooled investment vehicles
- Institutional clients
- Sovereign wealth funds
- Pension plans

Customer Identification Program Notice:

To help fight the funding of terrorism and money laundering activities, U.S. federal law requires financial institutions, including DCI, to obtain, verify and record information that identifies each person who opens an account on behalf of an investor. This means that DCI may request from you your name, address, date of birth, social security or other government issued identification number and other information that will allow DCI to identify you. DCI may also ask for identifying documents so that it can verify your identity and may also verify your identity through non-documentary means, such as through the comparison of the information provided by you with information provided by public databases or other sources. If you refuse to provide the information requested, DCI may not be able to open an account for you.



Item 8 - Methods of Analysis, Investment Strategies and Risk of Loss

METHODS OF ANALYSIS

DCI uses the following methods of analysis in formulating our investment advice and/or managing client assets:

Fundamental Analysis:

DCI targets superior risk-adjusted returns from portfolios of corporate credit assets and derivatives through active diversification and the selection of positions with good return/risk profiles. The principal driver of DCI's strategies is a default probability model that incorporates fundamental balance sheet information, real time information embedded in equity and options markets, and a database of historical defaults. DCI uses its technology to produce timely risk measures for investments that are monitored in "real-time", providing early warning capabilities and a large investment universe from which to create portfolios.

In the long portfolios, the model selects relatively low default probability, high return-to-risk positions that are expected to outperform the market. DCI actively diversifies the portfolio in an attempt to mitigate idiosyncratic risk. In portfolios that use long and short exposures, the model selects undervalued and overvalued credits to go long and short, respectively.

Risks for all forms of analysis:

DCI's securities analysis methods rely on the assumption that the companies whose securities we purchase and sell, the rating agencies that review these securities, and other publicly-available sources of information about these securities, are providing accurate and unbiased data. While we are alert to indications that data may be incorrect, there is always a risk that our analysis may be compromised by inaccurate or misleading information.

INVESTMENT STRATEGIES

As stated above, the underlying strategy for all DCI accounts is to seek to achieve risk-adjusted returns from portfolios of corporate credit assets and derivatives through active diversification and the selection of positions with good return/risk profiles. There are a number of risks inherent in the methods by which DCI deploys its strategy, including:

Material Risks:

Debt Securities, Fixed Income Securities:

DCI, on behalf of its client accounts, may invest in debt securities, bonds or other fixed income securities of U.S. and non-U.S. issuers, including, without limitation, bonds, notes and debentures issued by corporations; debt securities issued or guaranteed by a sovereign government or one of its agencies or instrumentalities; bank debt; and commercial paper, some of which may have speculative characteristics. Debt and fixed income securities pay fixed, variable or floating rates of interest. The value of debt and fixed income securities in which the clients invest will change in response to fluctuations in interest rates. In addition, the value of



certain debt and fixed income securities and bank loans can fluctuate in response to perceptions of creditworthiness, political stability or soundness of economic policies. Debt and fixed income securities and bank loans are subject to the risk of the issuer's inability to meet principal and interest payments on its obligations (e.g., credit risk) and are subject to price volatility due to such factors as interest rate sensitivity, market perception of the creditworthiness of the issuer and general market liquidity (e.g., market risk). A major economic recession could severely disrupt the market for most of these securities and may have an adverse impact on the value of such instruments.

Credit Risk:

Credit risk is the risk that the issuer of a debt security will not be able to pay principal and interest when due. Rating agencies assign credit ratings to certain debt securities to indicate their credit risk, but these ratings are not a guarantee of any specific level of credit risk. The price of a debt security will generally fall if the issuer defaults on its obligation to pay principal or interest, the rating agencies downgrade the issuer's credit rating, or other news affects the market's perception of the issuer's credit risk.

Interest Rates:

The values of some or all of a client account's investments may change in response to movements in interest rates. If rates rise, the values of debt securities generally fall. The longer the average duration of a fund's or separate account's investment portfolio, the greater the change in value. Duration is a measure of the expected life of a fixed income security that was developed as a more precise alternative to the concept of "term to maturity."

Maturity Risk:

Interest rate risk will generally affect the price of a debt security more if the security has a longer maturity. Debt securities with longer maturities will therefore be more volatile than other fixed income securities with shorter maturities. Conversely, debt securities with shorter maturities will be less volatile but generally provide lower returns than debt securities with longer maturities. The average maturity of debt security investments will affect the volatility of that client's value.

Investment Grade Debt Securities:

Although debt securities rated in the BBB or equivalent category are commonly referred to as investment grade, they may have speculative characteristics. Such investments may, under certain circumstances, lead to a greater degree of fluctuation in the Net Asset Value of the client account than if the client only invested in higher-rated investment grade securities with similar maturities. In addition, changes in economic conditions or other circumstances are more likely to lead to a weakened capacity to make principal and interest payments than is the case with higher grade bonds.

Non-Investment Grade Debt Securities:

DCI, on behalf of certain client accounts, may invest in debt securities that are rated below investment grade (such as BB or lower by Standard & Poor's Corporation and/or Ba or lower by Moody's Investors Service, Inc.) or deemed to be below investment grade by DCI in its sole



discretion. These securities, often referred to as high yield debt securities, are considered speculative and, while generally offering greater income than investments in higher quality securities, involve greater risk of loss of principal and income, including the possibility of default or bankruptcy of the issuers of such securities, especially during periods of economic uncertainty or change. These lower quality bonds tend to be affected by economic changes and short-term corporate and industry developments, as well as public perception of those changes and developments, to a greater extent than higher quality securities, which react primarily to fluctuations in the general level of interest rates.

Rating Agencies:

Ratings assigned by Moody's, Standard & Poor's or Fitch reflect only the views of those agencies and may be subject to certain biases and conflicts of interest. Additionally, no assurance can be given that the ratings assigned to any particular security will not be withdrawn or revised downward in the future.

Derivative/Counterparty Risk:

DCI's strategies may involve entering into interest rate swaps and credit default swaps ("swap agreements"). Swap agreements are two-party contracts entered into primarily by institutional investors for periods ranging from a day to many years. In a standard swap transaction, two parties agree to exchange the returns earned on specific assets, such as the return on, or increase in value of, a particular dollar amount invested at a particular interest rate, in a particular foreign currency, or in a "basket" of securities representing a particular index. A swap contract may not be assigned without the consent of the counterparty, and may result in losses in the event of a default or bankruptcy of the counterparty. Swap agreements are traded in the over-the-counter market and may be considered to be illiquid.

The funds or separate accounts will enter into swap agreements only if the claims-paying ability of the other party or its guarantor is considered to be investment grade by the DCI and where an ISDA Agreement and Collateral Support Annex is in place between the fund or separate account and the counterparty. In an effort to reduce counterparty risk, we will only transact Swap Agreements on a collateralized basis.

Swap Agreements:

DCI, on behalf of its client accounts may enter into one or more swap agreements. Swap agreements are two-party contracts entered into primarily by institutional investors for periods ranging from a day to many years. In a standard swap transaction, two parties agree to exchange the returns earned on specific assets, such as the return on, or increase in value of, a particular dollar amount invested at a particular interest rate, in a particular foreign currency, or in a "basket" of securities representing a particular index. A swap contract may not be assigned without the consent of the counter-party, and may result in losses in the event of a default or bankruptcy of the counterparty. Swap agreements are traded in the over-the-counter market and may be considered to be illiquid.

Interest Rate Swaps:

Interest rate swap agreements are a specialized form of a swap agreement, used to obtain or preserve a desired return or spread at a lower cost than through a direct investment in an



instrument that yields the desired return or spread. In a standard interest rate swap transaction, two parties agree to exchange their respective commitments to pay fixed or floating rates on a predetermined notional amount. The swap agreement notional amount is the predetermined basis for calculating the obligations that the swap counterparties have agreed to exchange. Under most interest rate swap agreements, the obligations of the parties are exchanged on a net basis. The two payment streams are netted out, with each party receiving or paying, as the case may be, only the net amount of the two payments.

Credit Default Swaps:

Certain client accounts may enter into credit default swap agreements. The “buyer” in a credit default contract is obligated to pay the “seller” a periodic stream of payments over the term of the contract, provided no event of default has occurred. In the event of default, the seller either must pay the buyer the “par value” (full notional value) of the reference obligation in exchange for the reference obligation, or alternatively, the seller may ‘cash settle’ the contract by paying an amount equal to the difference between the ‘par value’ of an issuer’s debt securities and the market value of such securities as determined via an ISDA sanctioned auction, depending on the terms of the contract. The fund or separate account may be either the buyer or seller in the transaction. If the fund or separate account is a buyer and no event of default occurs, the fund or separate account loses its investment and recovers nothing. However, if an event of default occurs, the buyer receives the full notional value for a reference obligation that may have little or no value. As a seller, the fund or separate account receives a fixed rate of income throughout the term of the contract, provided there is no default event. If an event of default occurs, the seller may pay the notional value of the reference obligation (or ‘cash settle’ the contract as described above). The value of the reference obligation received by the seller, coupled with the periodic payments previously received, may be less than the amount it pays to the buyer, resulting in a loss of value to the fund or separate account.

Prepayment Risk:

The frequency at which prepayments occur are affected by a variety of factors, including interest rates and spreads, as well as economic, demographic, tax, social, legal and other factors. Generally, prepayments occur on fixed rate obligations when prevailing interest rates fall below coupon rates and on floating rate obligations when spreads narrow. There are two adverse effects of prepayments: (1) investments may experience outright losses and (2) investments may underperform relative to hedges that may have been constructed for these markets, industries or securities.

Futures Risks:

In addition to the risks associated with trading in futures and options on futures that arise from the leverage and volatility associated with such investments, futures positions may be illiquid because certain commodity exchanges limit fluctuations in certain futures contract prices during a single day by regulations referred to as “daily price fluctuation limits” or “daily limits.” Under such daily limits, during a single trading day no trades may be executed at prices beyond the daily limits. Once the price of a particular futures contract has increased or decreased by an amount equal to the daily limit, positions in that contract can neither be taken nor liquidated unless traders are willing to effect trades at or within the limit. This could prevent DCI from



promptly liquidating unfavorable positions and subject the client to substantial losses. In addition, the client may not be able to execute futures contract trades at favorable prices if little trading in the contracts involved is taking place. It also is possible that an exchange or the CFTC may suspend trading in a particular contract, order immediate liquidation and settlement of a particular contract, or order that trading in a particular contract be conducted for liquidation only.

Under the U.S. Commodity Exchange Act, as amended, futures commission merchants are required to maintain customers' assets in a segregated account. To the extent that a client engages in futures and options contract trading and the futures commission merchants with whom the client maintains accounts fail to so segregate the client's assets, the client will be subject to a risk of loss in the event of the bankruptcy of any of its futures commission merchants. The futures commission merchant ("FCM") may hold margin posted in connection with those contracts and that margin may be rehypothecated (or re-pledged) by the FCM and lost or its return delayed as a result of a default of the FCM due to certain futures exchange rules that permit the exchange to cover shortfalls in the margin held by one customer with the margin held by the other customers of the FCM. In certain circumstances, the client might be able to recover, even with respect to property specifically traceable to the client, only a *pro rata* share of all property available for distribution to a bankrupt FCM's customers.

Trading Derivative Instruments Involves Credit Risk:

DCI, on behalf of certain client accounts, may buy and sell derivative securities in "over-the-counter" or "interdealer" markets. The participants in such markets are typically not subject to credit evaluation and regulatory oversight as are members of "exchange-based" markets. This exposes a client to the risk that a counterparty will not settle a transaction in accordance with its terms because the counterparty has a credit or liquidity problem. Delays in settlement may also result from disputes over the terms of the contract (whether or not bona fide) because such markets may lack the established rules and procedures for settlement of disputes among market participants available in "exchange-based" markets. These problems may cause a client to suffer loss due to adverse market movements while replacement transactions are executed or otherwise. Such "counterparty risk" is accentuated for contracts with longer maturities where events may intervene to prevent settlement, or where the client has concentrated its transactions with a single or small group of counterparties.

Availability of and Ability to Acquire Suitable Investments:

While DCI believes that many attractive investments of the type in which a client may invest are currently available and can be identified, there can be no assurance that such investments will be available when a client account commences investment operations, or that available investments will meet a client's investment criteria. Furthermore, DCI, on behalf of a client account, may be unable to find a sufficient number of attractive investment opportunities to meet investment objective.



Redemption Risk:

Large redemptions of shares in a DCI client fund might result in the fund being forced to sell assets at a time and price at which it would normally prefer not to dispose of those assets.

Share Currency Designation Risk:

Certain client funds may offer classes of shares of the fund designated in a currency other than the base currency of the fund. Changes in the exchange rate between the base currency and such designated currency may lead to a depreciation of the value of such shares as expressed in the designated currency. As permitted by the fund's governing documents, DCI may attempt to mitigate this risk by using financial instruments. This may substantially limit shareholders of the relevant class from benefiting if the designated currency falls against the base currency and/or the currency/currencies in which the assets of the fund are denominated. In such circumstances shareholders of the relevant class of shares of the fund may be exposed to fluctuations in the net asset value per share reflecting the gains/losses on and the costs of the relevant financial instruments. Financial instruments used to implement such strategies shall be assets/liabilities of the fund as a whole. However, the gains/losses on and the costs of the relevant financial instruments will accrue solely to the relevant class of shares of the fund.

Risk of Loss:

Securities investments are not guaranteed and you may lose money on your investments. We ask that you work with us to help us understand your tolerance for risk.

The risks described above are not a complete list of all risks associated with the described strategies. The following risks are not listed in order of importance.

Investors in the funds should refer to the detailed risk disclosures in the fund's offering documents.



Item 9 - Disciplinary Information

Item 9 is not applicable – DCI does not have any legal or disciplinary events on behalf of itself or its employees that would be material to a client's or prospective client's evaluation of DCI's advisory business or the integrity of DCI's management.



Item 10 - Other Financial Industry Activities and Affiliations

OTHER POOLED INVESTMENT VEHICLE(S):

Management personnel of DCI also may be managing members of limited liability companies ("LLCs") and/or general partners of limited partnerships ("LPs") formed for investment purposes and/or serve on the Board of Directors of funds for which DCI acts as the investment manager. As appropriate, DCI's advisory clients may be solicited to invest assets in such LLCs, LPs and/or funds. DCI has a conflict of interest in soliciting client investments into such funds because DCI earns a fee for the management of such funds. DCI does not invest client assets that it manages into funds it manages.

DCI has a wholly owned subsidiary, DCI Asset Management Ireland Limited. ("DCIAM") that was established to provide management services to funds that are part of unit trusts in Ireland. DCI and DCIAM have entered into an investment management agreement with regards to one fund, DCI Alternative Fund, which is domiciled in Ireland. Management personnel of DCI serve on the Board of DCIAM but receive no compensation for their service.

Additionally, DCI GP, LLC, which is owned by DCI, serves as the general partner of DCI Market Neutral Fund, L.P., a California limited partnership. DCI GP, LLC and DCI have entered into an investment management agreement under which DCI serves as the investment manager for the fund.

Because investments in these types of entities may involve certain additional degrees of risk, they will only be recommended when consistent with the client's stated investment objectives, tolerance for risk, liquidity and suitability.

The affiliated entities references above are also disclosed on Schedule D of Form ADV, Part 1 at Item 7.B. Part 1 of our Form ADV can be accessed by following the directions provided on the Cover Page of this Firm Brochure.

Clients interested in investing in a specific partnership/company/fund should refer to the partnership's/ company's/fund's private placement memorandum or other disclosure document for more information specific to the investment.



Item 11 - Code of Ethics, Participation or Interest in Client Transactions and Personal Trading

Code of Ethics:

The following is a summary of DCI's Code of Ethics, which has been adopted by DCI in compliance with Rule 204A-1 under the Advisers Act, as amended. A copy of DCI's Code of Ethics is available to any advisory clients or prospective clients, without charge, upon request by contacting the Chief Compliance Officer, DCI, LLC, 201 Spear Street, Suite 250, San Francisco, CA 94105, or calling 415-321-7423, or emailing skreiger@dcicom.

DCI's Code of Ethics sets forth the highest ethical standards of business conduct required of its employees, including compliance with applicable federal securities laws.

DCI and its personnel owe a duty of loyalty, fairness and good faith towards our clients, and have an obligation to adhere not only to the specific provisions of the Code of Ethics but to the general principles that guide the Code.

The Code of Ethics applies to all employees of DCI and any other person that the Chief Compliance Officer deems appropriate.

Personal Trading:

The Code of Ethics is designed to ensure that the personal securities transactions, activities and interests of DCI's employees will not interfere with (i) making decisions in the best interest of advisory clients and (ii) implementing such decisions while, at the same time, allowing employees to invest for their own accounts.

Among other matters, the Code of Ethics requires that employees receive prior approval for any acquisition of securities in a limited offering (e.g., private placement) or an initial public offering. In addition, the Code of Ethics requires firm personnel to pre-clear personal transactions in credit default swaps or corporate bonds, including convertible bonds as such instruments are regularly traded on behalf of client accounts. As a matter of policy, DCI will generally not approve transactions involving credit default swaps or corporate bonds. These requirements apply to employee accounts as well as accounts of employee's immediate family members and any account for which the employee has a beneficial interest, controls or exercises investment discretion.

The Code of Ethics also includes policies and procedures for the review of quarterly securities transactions reports as well as initial and annual securities holdings reports that must be submitted by DCI's access persons.

The Code of Ethics also prohibits personnel from recommending any securities transaction for a client account without first disclosing his or her interest, if any, in such securities or issuer thereof.

DCI's Code of Ethics also provides oversight, enforcement and recordkeeping provisions.



Insider Trading:

DCI's Code of Ethics further includes the firm's policy prohibiting trading securities while in possession of material, non-public information, or improperly communicating material, nonpublic information to others. While DCI does not believe that it has any particular access to non-public information, all employees are provided ongoing training that such information may not be used in a personal or professional capacity.

Trade Errors:

Potential material conflicts of interest may also arise if a trade error occurs in a client account. A trade error is deemed to occur if there is a deviation from the applicable standard of care in the placement or execution of a transaction for a client account. When correcting these errors, conflicts of interest between DCI and its advisory clients may arise as decisions are made on whether to attempt to cancel, reverse or reallocate the erroneous trade. In order to address these conflicts, DCI has adopted an Error Policy under its Trading Policy to ensure that trade errors are handled promptly and appropriately and that any action taken to remedy an error places the interest of a client ahead of DCI's interest.

Employee Co-Investment:

DCI may permit certain employees, who do not have day-to-day portfolio management responsibility, to invest in private investment funds advised by DCI. In no circumstances does DCI permit the employees who are directly responsible for portfolio management of its client accounts to invest in its private funds. Moreover, consistent with the Code of Ethics, DCI treats each of its advisory clients in a manner consistent with its fiduciary obligations and prohibits the firm or its employees from favoring any particular advisory account as a result of the ownership or economic interest of DCI, its affiliates or employees, in such advisory account.



Item 12 - Brokerage Practices

DCI seeks to place securities transactions or enter into derivative contracts for its advisory clients with brokerage firms, dealers or futures commission merchants ("FCMs") in a manner that the advisory clients total costs or proceeds in each transaction are the most favorable under the circumstances ("best execution"). As a matter of policy and practice, DCI seeks to obtain best execution for client transactions, seeking to obtain not necessarily the lowest commission or transaction costs but the best overall qualitative execution in the particular circumstances. Importantly, since fixed income securities trade on a relative value (i.e., "spread") basis, the quality of execution cannot be judged merely by reference to the buy/sell price. Under some market conditions, a purchase at a higher price than initially quoted might actually represent a better execution for all participating accounts, for example, after a rally in Treasury bond prices.

DCI will generally seek "best execution" in light of the circumstances involved in transactions. In selecting a broker, dealer or FCM for any transactions, DCI may consider a number of factors, including, for example, net price, reputation, financial strength and stability, efficiency of execution and error resolution, the size of the transaction and the market for the security. DCI will not obligate itself to obtain the lowest commission or best net price for an account on any particular transactions. DCI monitors transaction results to evaluate the quality of execution provided by the various brokers and dealers it uses, to determine that compensation rates are competitive and otherwise to evaluate the reasonableness of the compensation paid to those brokers, dealers and FCMs in light of all the factors described above.

DCI has adopted procedures to implement the firm's policy and reviews to monitor and insure the firm's policy is observed, implemented properly and amended or updated, as appropriate.

Soft Dollars:

DCI does not have any third party soft-dollar arrangements. DCI may receive research from broker-dealers, but this is not by pre-arrangement and not afforded any weight in brokerage determinations.

DCI requires that clients provide DCI with written authority to determine the broker, dealer or FCM to use and the commission costs that will be charged to our clients for these transactions.

Directed Brokerage:

In certain circumstances DCI may allow an advisory client to limit or restrict DCI's discretion to execute trades for the client's account through a particular broker or dealer provided that such limitation is explicitly provided to DCI in a written agreement. A client who limits DCI's discretion to the selection of brokers or dealers or directs DCI to execute its securities transactions through a specific broker-dealer may forego certain benefits and may result in DCI being unable to achieve best execution of a client's transactions.

Clients must include any limitations on this discretionary authority in this written authority statement. Clients may change/amend these limitations as required. Such amendments must be provided to us in writing.



Investment Allocations:

DCI has adopted allocation procedures designed to ensure that buy and sell opportunities are allocated fairly among clients and that, over time, all clients are treated equitably. Investment decisions for each client are made independently from those of other clients and are made with specific reference to each client's needs, objectives and investment guidelines. At times, it will be desirable to acquire or dispose of the same securities for more than one client at the same time. In this circumstance, it occasionally may not be possible to acquire or dispose of a sufficiently large portion of the security, or we may have to accept a less advantageous price or obtain a lower yield. In such situations, DCI will use its allocation procedures.

DCI's allocation procedures are designed to provide sufficient flexibility to accommodate a range of client mandates and a variety of specific client restrictions. To this end, our allocation procedures include screening portfolios for minimum permissible investment quality, average portfolio quality, other quality restrictions as well as a variety of weighting and risk restrictions and preferences. Portfolios that do not allow the quality or quantity of the investments being acquired are eliminated from the allocation process. Emphasis is given to portfolios that are the most underweight relative to our target portfolio weighting in the relative sector. Position size also becomes a factor in this process, as available cash and other considerations might prohibit allocation to certain accounts.

Given the nature and supply of certain fixed income instruments and derivatives, often a portfolio can (or must) be allocated a comparable instrument to that received by other advisory accounts. Often, DCI cannot obtain sufficient quantities of the instruments due to market conditions, but may obtain more instruments later in the trading period. In these situations, DCI will allocate based on the factors described above and settle the initial trades. New allocations will occur if additional instruments become available later in the day, using the same criteria outlined above. We do not give preference to portfolios based upon size, fees, performance, or any other criteria other than those outlined above. Any private pooled investment vehicle with substantial ownership by DCI and its personnel will be treated the same as other clients for allocation purposes. Finally, because DCI offers a set of different investment strategies to its various clients, it is conceivable that different decisions can be made concerning the timing to acquire or dispose of a particular instrument for advisory clients within any particular strategy.

Limitations placed on investments or sectors eligible for investing (for example, "do not invest in companies engaged in a particular type of business or industry" or "do not invest in companies conducting business in various countries") may reduce DCI's opportunity to aggregate trades for other clients as effectively as might otherwise be the case – whether those restrictions were imposed by any DCI client, or by any applicable statute, rule or regulation.



Item 13 - Review of Accounts

While the underlying securities within the accounts DCI manages are continually monitored, accounts are also reviewed at least monthly. The overall performance of the separate accounts and funds is reviewed in the context of the investment objectives and guidelines of each portfolio as well as any investment restrictions provided by the client. DCI Operations monitors all separate account and fund investment restrictions on a daily basis, using our proprietary in-house application. Investment restrictions issues are brought to the attention of the DCI Risk Committee, which includes the Chief Compliance Officer. More frequent reviews may be triggered by material changes in variables such as the client's individual circumstances, or the market, political or economic environment.

These accounts are reviewed by:

The Chief Compliance Officer, Chief Risk Officer, Head of Operations, Portfolio Managers and the Risk Committee.

Reports:

In addition to the monthly statements and confirmations of transactions that clients receive from their administrator or custodian, we provide monthly reports summarizing account performance and net assets.



Item 14 - Client Referrals and Other Compensation

DCI may engage solicitors or pay related or non-related persons for referring potential clients to DCI.

It is DCI's policy not to accept or allow our related persons to accept any form of compensation, including cash, sales awards or other prizes, from a non-client in conjunction with the advisory services we provide to our clients.



Item 15 - Custody

DCI is deemed to have custody of client assets under Rule 206(4)-2 of the Investment Advisers Act of 1940, as amended (the “Custody Rule”) related to a pooled investment vehicle client for which an affiliate of DCI serves as the General Partner. In order to comply with the Custody Rule, the client is subject to an annual audit by a third-party auditing firm which delivers the audited financial statements to the respective investors in the pooled investment vehicle within 120 days of the applicable fiscal year-end. The audited financial statements are prepared consistent with Generally Accepted Accounting Principles (“GAAP”). The pooled investment vehicle client also employs a qualified custodian.



Item 16 - Investment Discretion

Clients hire DCI to provide discretionary asset management services, in which case we place trades in a client's account without contacting the client prior to each trade to obtain the client's permission.

Our discretionary authority includes the ability to do the following without contacting the client:

- determine the security or derivative position to buy or sell; and/or
- determine the amount of the security to buy or sell

Clients give us discretionary authority when they sign a discretionary agreement with our firm, and may limit this authority by giving us written instructions. Clients may also change or amend such limitations by once again providing us with written instructions.

DCI requires that it be provided with written authority to determine which securities and the amounts of securities that are bought or sold in a client's account.

Clients give us discretionary investment authority when they sign a discretionary agreement with our firm, and may limit this authority by giving us written instructions. Clients may also change/amend such limitations by once again providing us with written instructions.



Item 17 - Voting Client Securities

Given that DCI does not generally invest in equity securities, there is seldom a need for the firm to vote proxies on behalf of its client accounts. Nevertheless, DCI has adopted a Proxy Voting Policy that governs the voting of proxies. The policy requires the voting of any proxy on a case-by-case basis in a manner that is consistent with the best economic interests of the clients. Were a conflict of interest to arise between DCI and its clients regarding the outcome of a proxy vote, DCI is committed at resolving the conflict in the best interest of the client before it votes the proxy at issue. If the conflict is not resolvable, DCI may disclose the conflict to its client and obtain client consent before voting or seek the recommendation of a third party in deciding how to vote. DCI will maintain a record of proxy voting decisions.

Clients may obtain a copy of DCI's Proxy Voting Policy and information about how DCI voted any proxy related to their account, free of charge, by contacting the Chief Compliance Officer, DCI, LLC, 201 Spear Street, Suite 250, San Francisco, CA 94105, or calling 415-321-7423, or emailing skreiger@dcicom.



Item 18 - Financial Information

Under no circumstances does DCI require or solicit payment of fees in advance of services rendered. Therefore, DCI is not required to include a financial statement.

As an advisory firm that maintains discretionary authority for client accounts, DCI is also required to disclose any financial condition that is reasonable likely to impair our ability to meet our contractual obligations. DCI has no additional financial circumstances to report.

DCI has not been the subject of a bankruptcy petition at any time during the past ten years.