

**Item 1 – Cover Page**

**Form ADV Part 2A: FIRM BROCHURE**



**BURFORD CAPITAL INVESTMENT MANAGEMENT LLC**

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March 31, 2023

This brochure provides information about the qualifications and business practices of Burford Capital Investment Management LLC (the “Adviser”). If you have any questions about the contents of this brochure, please contact us at (312) 757-6070 or [info@burfordcapital.com](mailto:info@burfordcapital.com). The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission (the “SEC”) or by any state securities authority.

The Adviser is a registered investment adviser with the SEC. Registration status with the SEC does not imply a certain level of skill or training.

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

## Item 2 – Material Changes

Since the last annual Brochure update on March 31, 2022, the following updates have been made, some of which may be considered material and could influence an investor's evaluation of the services provided by the Adviser. This brochure has been updated to reflect the following changes since the last update:

- ***Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss*** was updated to include additional disclosures specific to Fair Value, Cybersecurity, and Data Privacy and Protection Risks.
- ***Item 10 – Other Financial Industry Activities and Affiliations*** was updated to include a disclosure related to the Adviser's policies and procedures regarding oversight of other investment advisers.
- ***Item 17 – Voting Client Securities*** was updated to include a disclosure regarding revised procedures related to proxies that are directly or indirectly held by Clients of the Adviser.

A copy of this brochure may be requested by contacting us at (312) 757-6070.

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## Item 4 – Advisory Business

Burford Capital Investment Management LLC (“Adviser”, “we”, “us” or “our”), a Delaware limited liability company founded in February 2013, became an exempt reporting adviser with the SEC in April 2013 and a registered investment adviser in March 2014. The Adviser provides discretionary investment advisory services to its advisory clients (each a “Client” and collectively, “Clients”), which include private fund limited partnerships and other private fund advisory clients.

We provide investment advisory services to our Clients based on each Client’s specific investment programs and objectives. Our Clients include private fund limited partnerships (the “Funds”) and other private fund advisory clients. The general partners of the Funds are collectively referred to herein as the “General Partners.” The limited partners of, or members in, our Clients are referred to in this brochure as the “Investors.”

BCIM Holdings, LLC (“BCIM Holdings”) is the sole member of the Adviser. BCIM Holdings and the General Partners are indirectly owned by Burford Capital Limited (collectively with its subsidiaries, where applicable, “Burford”), a publicly held Guernsey company, the equity securities of which are listed on the New York Stock Exchange and the AIM market of the London Stock Exchange.

The General Partners, in their capacity as general partners of the Funds, operate closely with the Adviser as an advisory business enterprise and share ultimate common ownership, officers, partners, or persons occupying similar positions.

This brochure provides only summaries of the subjects of the Items below. Investors should refer to the relevant Client’s private placement memorandum, limited partnership agreement or other governing documents for definitive and more detailed information regarding the matters described in this brochure.

The Adviser has broad and flexible investment authority. For Clients, the Adviser offers advice on commitments in litigation finance or other legal or regulatory finance opportunities, which generally includes (1) financing the costs of commercial legal claims and asset recovery matters, (2) financing the costs of defending against commercial legal claims, (3) providing capital secured by individual or portfolios of commercial cases managed by select law firms or other legal or regulatory processes where the underlying claims fit within a Client’s investment profile, (4) entering into other structures or contractual arrangements, the value of which are derived from the performance or outcome of an underlying legal claim or series of legal claims, of other legal or regulatory processes, (5) financing the costs of defending against or to indemnify the liabilities related to individual or portfolios of legal claims or other legal or regulatory processes, and (6) investing in securities in connection with catalyst-driven legal developments, most notably related to litigation or administrative proceedings. The Adviser also offers advice on legal finance assets that primarily consist of the acquisition or financing of large legal fees, judgments and settlements after the underlying litigation or transactional matter is largely resolved. These instruments are generally directly negotiated, unlisted instruments, although in some cases a Client may invest in public securities. Other private fund advisory clients are generally established to facilitate single commitments similar to those described above.

The Adviser does not tailor its advisory services to the individual needs of Investors. The Adviser provides investment advice to the Clients, not to the individual Investors. The Adviser may and currently has entered into individual agreements with Investors regarding their subscriptions in certain Funds. These agreements are referred to as side letters and may encompass a broad range of agreed-upon terms.

As of December 31, 2022, the Adviser has approximately \$3,308.1 million of Client regulatory assets under management, which are managed on a discretionary basis. Certain Clients have also committed up to an

additional \$435.2 million in assets on a non-discretionary basis, for a total amount of Client assets under management of \$3,743.3 million. The Adviser does not participate in wrap fee programs.

## **Item 5 – Fees and Compensation**

### **Management Fees; Performance-Based Compensation**

The Adviser and the General Partners receive compensation based both on assets under management and performance.

The rate or amount at which fees are charged, the basis on which such fees are calculated, and the timing of payment, vary across Clients and, as to a particular Client, may also vary across investment options available to underlying investors in or members of the Client. In general, pursuant to the terms of the applicable limited partnership agreements, the Funds pay the Adviser a management fee quarterly that ranges from 0% to 2.0% annually of the Investors' capital commitments during the Funds' investment periods with some funds paying the Adviser a lower fee until capital is called. After the Funds' investment periods, certain Funds cease to pay the Adviser a management fee, while other Funds continue to pay the Adviser a management fee quarterly that ranges from 0% to 2.0% annually of all amounts committed or deployed to legal finance assets, measured at the lower of cost or market.

Certain large or strategic investors may (and currently do) pay lesser fees, as set forth in the Funds' governing documents. For example, one large investor currently pays no management fee in exchange for agreeing to pay an increased performance-based fee and reimbursing certain costs (some of which are the Adviser's internal overhead costs). It is possible that Burford may offer similar arrangements to Investors in future Funds. Other private fund advisory clients (which are generally single-purpose and single-asset) do not pay the Adviser management fees. The Adviser may also be entitled to other revenues as a litigation consultant from counterparties of Client legal finance assets. Such revenues, if any, accrue to the benefit of the Clients holding such legal finance assets.

The performance-based fees paid by each Fund are described in the relevant governing documents of the Fund and vary from Fund to Fund and among Investors in the same Fund pursuant to the terms of those documents. In general, but with one exception, Investors are subject to a performance-based incentive fee that ranges from 10% to 50% of actual cash receipts with respect to legal finance assets, net of all expenses, liabilities and reserves. The exception generally provides for a performance-based incentive fee equal to the return from the Fund in excess of 10%. For certain investment options, the incentive fee is subject to a preferred return that ranges from 5% to 12.5% as described more fully in the relevant governing documents of the particular Fund. The incentive fee is payable to the respective Fund's General Partner. The other private fund advisory clients may be subject to a similar performance fee payable to the manager or Adviser. Our full fee schedule is omitted, as this brochure is delivered only to clients who are qualified purchasers as defined in Section 2(a)(51)(A) of the Investment Company Act of 1940, as amended.

The General Partners of the Funds have the right to reduce, waive, assign, participate, or otherwise share incentive or performance fees without the consent of other Investors. The Adviser must provide notice of any change to other Investors unless the change relates solely to officers and employees of the Adviser, their affiliates, or their respective family members.

On behalf of each of the Funds, the General Partners make capital calls for both investment capital and Fund expenses, including management fees and performance-based compensation (when applicable). After receiving contributed capital from Investors, the Funds directly pay the Adviser (in the case of management fees) or the relevant General Partner (in the case of performance-based compensation) the amount of accrued compensation then owed. Investors do not have the ability to choose to be billed directly for fees. Management fees are paid quarterly in advance or arrears, according to the relevant Fund governing

documents, and performance- based compensation (if applicable) is paid generally as earned.

Investors should refer to the relevant Fund's private placement memorandum for more detailed information regarding the treatment of fees in the event of a withdrawal, redemption, or termination (where applicable).

### **Costs and Expenses**

Unless otherwise specified by a Fund's governing documents, each Fund bears all costs and expenses relating to the Fund's activities, operations, and maintenance. Such expenses may include, but are not limited to, the management fees; Organizational Costs (as described below); expenses incurred in connection with the sourcing, originating, structuring, organizing, negotiating, consummating, financing, refinancing, acquiring, bidding on, holding, managing, hedging, restricting, monitoring, valuing and disposing of commitments or proposed commitments (including, without limitation, due diligence and commitment-related travel and entertainment expenses, as well as all fees and expenses due to any legal, financial, accounting, consulting, or other advisory service); taxes, fees or other governmental charges (including, without limitation, any entity-level taxes, fees, or other governmental charges levied); the costs of any insurance (including after-the-event insurance); expenses incurred in connection with the collection of monies owed to a Fund; extraordinary expenses (including, without limitation, litigation- related and indemnification expenses); legal, lobbying, trade association memberships, asset recovery services, auditing, compliance, consulting, investment banking services, advertising, marketing, conferences, sponsorships, custodial services, trustee services, printing, appraisal, advisory, valuation, research and accounting fees and expenses; costs of any reporting to investors and meetings with investors or any limited partner advisory board; borrowing costs; costs incurred with respect to transfers or defaults by limited partners, the reasonable out-of-pocket expenses, if any, incurred by members of Burford's investment committee in connection with their activities on behalf of the Fund; the maintenance of the Fund's books and records; and expenses incurred in connection with the dissolution, liquidation and termination of the Fund. Investors should consult the relevant governing documents for more specific information regarding the costs and expenses of each Fund. For one large investor, and in exchange for agreeing to pay an increased performance-based fee, Burford has agreed to pay such expenses with reimbursement of such expenses (as well as certain internal overhead costs) coming pursuant to the relevant Fund's waterfall. It is possible that Burford may offer similar arrangements to Investors in future Funds. Other private fund advisory clients (which are generally single-purpose and single-asset) bear expenses and costs specific to the vehicles' activities, operations, and maintenance.

"Organizational Costs" are all costs and expenses incurred in connection with the formation and organization of the relevant Fund. Organizational Costs generally may be amortized over the first 60 months of the Fund's operations. Organizational Costs may be subject to caps or other limits as set forth in the respective Fund's governing documents.

Notwithstanding the foregoing, and subject to certain limitations, certain expenses related to the Funds' activities, operations, and maintenance are shared by the relevant Fund(s) and other Burford-affiliated entities, in accordance with a pre-determined formula, where the expenses are determined to relate to services provided to or resources consumed by both parties, and/or to commitments considered for or effected by both parties.

The fee structures described above may be modified from time to time; however, once the relevant Client has been established and has commenced operations, such compensation and expenses are generally not negotiable. Management fees and performance-based fees differ from one Client to another, and these fees may vary among Investors in the same Client.

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

As described in Item 5 above, the relevant General Partners will receive performance-based compensation from the Funds. The Adviser or an affiliate may receive a performance-based fee in connection with management of the other private fund advisory clients.

These performance fee arrangements have been structured subject to Section 205(a)(1) of the Investment Advisers Act of 1940, as amended (the “Advisers Act”) in accordance with the available exemptions thereunder, including the exemption set forth in Rule 205-3.

Management fees, performance fees and other compensation payable to the Adviser and its affiliates are established by the Adviser and/or the General Partners at the time of the establishment of the relevant vehicle and may be negotiated with participating Investors prior to making their investment. Once the relevant Client has been established and commenced operations, such compensation and expenses are generally not negotiable.

The other private fund advisory clients are generally single-purpose and single-asset. Such entities are generally formed due to concentration limits, investment policy restrictions or investment scope limitations within the Funds. The permissibility of potential side-by-side pooled investment vehicles is also addressed by the relevant Fund’s governing documents.

## **Item 7 – Types of Clients**

The Adviser provides investment advisory services to the Funds and other private fund advisory clients, which collectively are its Clients. The Clients generally limit their Investors to persons who are both “accredited investors,” as defined in the Securities Act of 1933, as amended, and “qualified clients” or “qualified purchasers,” as defined in the Investment Company Act of 1940, as amended. Investments in the Funds are subject to a minimum investment amount ranging from \$100,000 per Investor to \$10,000,000 per Investor, with such amount being subject to waiver at the discretion of the relevant General Partner.

Investments in other private fund advisory clients can be subject to a minimum; such terms vary based on the circumstances.

Investors in the Clients include U.S. and non-U.S. investors, including, among others, public pensions, endowments, financial institutions, family offices, sovereign wealth funds, private foundations, and high-net-worth individuals. The members of the other private fund advisory clients are generally Fund limited partners, affiliates of Fund limited partners, and/or a Fund. In addition, certain employees and other persons associated with the Adviser and/or its affiliates have made capital commitments to the Clients.

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

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

The Adviser provides capital and other financing solutions to companies, law firms, and investment funds involved with or invested in complex litigation, arbitration, regulatory, asset recovery and other matters. In some cases, the Adviser purchases legal claims or awards outright or invests in equity securities and then advances certain legal claims in connection with those interests. In managing assets on behalf of and making recommendations to Clients, the Adviser aims to achieve attractive risk-adjusted and non-correlated returns.

The Adviser employs a comprehensive underwriting process, from initial sourcing to ongoing risk management and commitment monitoring, for each opportunity it reviews.

The Adviser's proactive dialogue with its extensive network of law firms, commercial claimholders and defendants, and various other third parties allows it to identify potential commitment opportunities. The Adviser markets its product offering through both individual solicitations and broader marketing and distribution.

The Adviser typically enters into a confidentiality agreement with a potential counterparty that allows the Adviser to conduct due diligence, working with the party and counsel to implement a thorough analysis that culminates in an internal commitment recommendation addressing relevant factors.

The Adviser currently invests in listed and non-listed equities on behalf of certain Clients. Every non-listed equity investment entails customized terms and structuring. The investment objective for those Clients for when the Adviser invests in listed equities is to generate attractive, risk-adjusted returns through either the active management of public securities impacted by catalyst-driven legal developments or the acquisition of an instrument or exposure which provides access to what the Adviser believes to be underpriced risk related to litigation, arbitration or regulatory process. The Adviser employs both fundamental and quantitative analyses of publicly-traded companies, their respective securities, and the underlying legal processes impacting the value of those securities, when implementing this strategy. In certain situations, the Adviser may cause an applicable Client to invest in an account that is managed by an unaffiliated investment manager for the purposes of effecting such equities investments.

Once a commitment is consummated, the Adviser monitors the litigation and implements a valuation process to determine whether the carrying cost of the commitment has changed.

A Client may have the opportunity to deploy incremental capital at various stages of the commitment, and the Adviser will implement the relevant and appropriate underwriting process again if and when further capital is required.

### **Risk Factors**

A Client's investment objectives may not be achieved, and the Adviser's risk management techniques may not successfully protect against loss. An investment in a Client should be viewed as speculative and is not intended as a complete investment program. Investments are designed only for certain experienced and sophisticated persons who are able to bear the risk of substantial impairment or total loss of their investment.

The Adviser has broad discretion in making litigation finance or other legal or regulatory finance commitments for the Clients. The Adviser may not correctly evaluate the nature or magnitude of the various factors that could affect the value of and return on investments. Investment results may be volatile. A variety of factors that are inherently difficult to predict, such as the timing and ultimate outcome of litigation, may detrimentally impact the legal claims in which the Adviser commits on behalf of the Clients. These factors and others may significantly affect the results of the Client's activities and the value of an Investor's investment in a Client.

The Clients are subject to numerous risks related to investments in general as well as additional risks associated with making commitments in litigation finance or other legal or regulatory finance opportunities. The ability of the Clients to profit from their legal finance assets will be highly dependent upon the ability of their legal finance assets to generate a favorable settlement or damages award. Numerous factors may impede or prevent a legal finance asset from reaching this point, including inadequate capital, unforeseen unfavorable case developments, inability to collect or delay in collections of legal finance asset proceeds, lack of sufficient referral relationships with law firms, inadequate management by law firms or loss of key members of a particular legal team, regulatory developments, and technology obsolescence. Commitments made by Clients may face significant funding shortfalls for a wide variety of reasons. In any such event, a



Client may be asked to provide additional capital. The inability of a litigation finance or other legal or regulatory finance asset to obtain all financing it requires may result in the failure of the legal finance asset and a loss of the relevant Client's investment in that asset.

All Investors should be aware of risk factors, which include, but are not limited to, the factors described below. This is a summary of these risks; for additional details, Investors should review the governing documents applicable to the relevant Client.

***Risks relating to the Clients' business and industry***

***Litigation outcomes are risky and difficult to predict and a loss in a litigation matter may result in the total loss of a Client's capital associated with that matter.***

It is difficult to predict the outcome of litigation, particularly complex commercial litigation of the type in which the Clients commit. Clients typically advance capital to their counterparties on a non-recourse basis and are therefore entirely dependent on a positive, cash-generative outcome in the underlying litigation matter in order to recover a Client's principal and earn a return. If a Client's counterparty is unsuccessful in the underlying litigation matter, if the damages awarded in favor of a Client's counterparty are less than the Adviser expects or if it is not possible to successfully enforce a favorable judgment, the Client could suffer a variety of adverse consequences, including the total loss of the Client's deployed capital and, in some jurisdictions, liability for the adverse costs of the successful party to the litigation. Unfavorable outcomes in litigation matters the Clients have financed could, individually or in the aggregate, have a material adverse effect on a Client's business, financial position, results of operations and/or liquidity.

***A Client's revenues, earnings and cash flows can vary materially between periods as both the timing of resolution and the outcome of litigation matters are difficult to predict.***

A Client's revenues, earnings and cash flows can vary materially from period to period due to the nature of the Adviser's business, including the fact that litigation matters often take many years to resolve and the processes involved are subject to change and uncertainty. Clients are unable to control the progress and resolution of most of their assets because their timing depends upon parties working through the legal systems in various jurisdictions. As a result, the timelines for a Client's receipt of any potential return on its assets and the related cash inflows can be long and are difficult to predict. Events or conditions that have not been anticipated may occur and may have a significant effect on the outcome or process of a litigation matter, which may reduce the actual rate of return on an asset. Moreover, the substantive or procedural law relevant to the litigation matters brought by a Client's counterparties may change after it has committed capital. The time, complexity and expense involved in collecting returns on a Client's assets, including the enforcement of judgments and the release of funds held in escrow pending the resolution of a litigation matter, also affect a Client's cash flows. All of these factors contribute to potentially significant volatility in a Client's financial performance.

***A Client's success depends on the Adviser's ability to identify and select suitable legal finance assets to fund, and the Adviser's failure to do so could have a material adverse effect on a Client's business, financial position, results of operations and/or liquidity.***

A Client's success depends on the Adviser's ability to source and select legal finance assets that will be successful and pay returns, which in turn depends upon the conclusion, management, and realization of suitable funding opportunities. The Adviser's Commitment Committee is primarily responsible for approving the opportunities that have been identified for a Client to fund. There can be no assurance that the Adviser will be successful in sourcing suitable legal finance assets in a timely manner or at all or in sourcing a sufficient number of suitable legal assets to finance that meet the Adviser's diversification, underwriting and other requirements. The Adviser's ability to select such legal finance assets depends on the availability of desirable funding opportunities, which is subject to market conditions, client demand,

pricing, competition, and other factors outside of the Adviser's control, including changes in regulations in various jurisdictions in which the Adviser operates and limitations on the Adviser's ability to adequately investigate the merits of the case or parties involved, among other things. A failure by the Adviser to identify and select suitable legal finance assets to fund could have a material adverse effect on a Client's business, financial position, results of operations and/or liquidity and a Client's ability to achieve its investment objectives.

*A Client's business and operations could suffer if the Adviser is not able to prevent improper use or disclosure of, or access to, privileged information under the Adviser's control due to cybersecurity breaches, unauthorized use or theft.*

The Adviser obtains privileged information, which is confidential information that is protected from disclosure due to the application of a legal privilege or other doctrine, including attorney work product, depending on the laws of the relevant jurisdiction, as part of the Adviser's analysis of potential legal finance assets and as part of its ongoing asset monitoring. When the Adviser receives privileged information, it is under a strict obligation to protect it. Among other things, this obligation requires the Adviser to tightly restrict access to the privileged information itself.

As described under “—Risks relating to cybersecurity, third-party service providers, information technology and data privacy and protection —Cybersecurity risks could result in the loss of data, interruptions in the Adviser's business or damage to the Adviser's reputation and subject the Adviser to regulatory actions, increased costs and financial losses, any of which could have a material adverse effect on a Client's business, financial position, results of operations and/or liquidity”, attempts to gain unauthorized access to the Adviser's information technology systems have become increasingly sophisticated over time, and the Adviser's efforts to detect and investigate all security incidents and to prevent their recurrence may be unsuccessful. In addition to the risk of a breach of confidentiality as a result of a cyber incident, privileged information could be compromised in other ways. Although the Adviser has implemented controls to protect privileged information, there can be no assurance that such controls will be effective. If the Adviser's employees, third-party service providers or counterparties engage in misconduct or fail to follow appropriate security measures, the improper release or use of privileged information could result.

The improper use or disclosure of, or access to, the Adviser's intellectual property or litigation or business strategy or those of the Clients due to a cybersecurity breach, unauthorized use or theft could harm the Adviser's or a Client's competitive position, reduce the value of a Client's capital provision assets and have a negative impact on the Adviser's or a Client's reputation or otherwise adversely affect a Client's business, financial position, results of operations and/or liquidity. In addition, if the courts were to find that the Adviser has improperly used or disclosed privileged information, there could be significant adverse consequences for the litigant and a Client could be subject to complaints or lawsuits for damages or regulatory action as a result.

*The inaccuracy or failure of the statistical models and decision science tools the Adviser uses to predict the return on a Client's legal finance assets could have a material adverse effect on a Client's business, financial position, results of operations and/or liquidity.*

The Adviser uses internally developed models and other decision science tools in its operations, including to assist it in evaluating the expected return on potential legal finance assets. At the time a Client enters into a contract to finance a legal asset, however, the Adviser is likely to have imperfect information about the litigation matter in question and the likely future outcome. In addition, the Adviser's historical information about cases or portfolios of cases may not be indicative of the characteristics of subsequent cases or portfolios of cases within the same industry or with comparable other characteristics, and the Adviser's internal databases and external statistical data may not be as extensive as needed for comprehensive decision science. In addition, the Adviser presents aggregate calculations derived from its internal modeling of

individual matters and its portfolio as a whole. The inherent volatility and unpredictability of legal finance assets precludes forecasting and limits the predictive nature of the Adviser's internal models. The inherent nature of probabilistic modeling is that actual results will differ from the modeled results, and such differences could be material. If the statistical models and decision science tools the Adviser uses fail to accurately evaluate and predict returns, there could be a material adverse effect on a Client's business, financial position, results of operations and/or liquidity.

*The laws relating to privileged information are complex and continue to evolve, and any adverse court rulings, changes in law or other developments could impair the Adviser's ability to conduct effective due diligence on potential legal finance assets.*

To make informed financing decisions, the Adviser often needs access to information beyond that which is publicly available about a litigation matter and regularly seeks and obtains privileged information, which is confidential information that is protected from disclosure due to the application of a legal privilege or other doctrine, including attorney work product, depending on the laws of the relevant jurisdiction. Such privileged information can lose its protection and become accessible to a litigation opponent if it is used publicly (a concept called "waiver"), which could have significant adverse consequences for the litigant. The laws relating to privileged information are complex and continue to evolve, and a Client could be adversely affected by court rulings, changes in law or other developments. If a court in a particular jurisdiction were to find that disclosure to litigation funders effected a waiver of applicable legal privileges, the Adviser's and a Client's access to such privileged information could become constrained in that jurisdiction. Any significant limitations on the Adviser's ability to access such privileged information could adversely affect the Adviser's ability to conduct due diligence and make informed financing decisions with respect to certain legal finance assets.

*The due diligence process that the Adviser undertakes in connection with funding legal finance assets may not reveal all facts that may be relevant in connection with such funding.*

Before offering to fund legal finance assets on specified economic and other terms, the Adviser conducts due diligence based on the facts and circumstances applicable to the matter that may be the subject of such funding. As part of the Adviser's due diligence, the Adviser may be required to evaluate important and complex business, financial, tax, accounting, technological, environmental, social, governance, ethical, political, legal and regulatory issues. When conducting due diligence and making an assessment regarding funding a legal finance asset, the Adviser relies on the information available to it, including information provided by the parties involved in the case the relevant Client intends to finance.

The Adviser and the Clients have no control over the accuracy or sufficiency of information received from such third parties and, in some cases, the Adviser and the Clients have limited experience or no prior dealings with such third parties and are unable to assess their integrity.

The due diligence investigation that the Adviser carries out with respect to any funding opportunity may not reveal or highlight all relevant facts (including, among others, bribery, fraud or other illegal activities) or risks that would be helpful in evaluating such opportunity. Particularly where a Client funds a case that is at an early stage, such as before the conclusion of the fact discovery stage in a US litigation, the Adviser may have limited ability to ascertain the facts that may have a material impact on the outcome of the litigation. In addition, although the Adviser regularly performs factual and legal research beyond what is provided to it by its prospective counterparties, the Adviser may underestimate the importance of a legal or factual risk of funding an asset that ends up being conclusive. There are also material factors that contribute to the outcome of funding a legal finance asset that are impossible to research or predict at the outset, such as a judge's or jury's positive or negative disposition towards a particular party, witness or lawyer.

Further, the Adviser may not identify or foresee future developments that could have a material adverse effect on a Client's return on a legal finance asset, such as the credit risk from a Client's counterparty or from a party in a case. For example, the Adviser may not uncover the risk associated with poor management of general finances or the litigation itself by a counterparty or other party, any insolvency risk or potential key-person risk from a counterparty or other party or a misalignment of economic incentives between a Client and a counterparty because of the economics of a Client's funding and developments in the litigation. In addition, financial fraud or other deceptive practices, failures by personnel at a Client's counterparties to comply with anti-bribery, trade or economic sanctions or other legal and regulatory requirements or a Client's counterparties being or becoming subject to trade or economic sanctions could cause significant legal, reputational and business harm to a Client.

Poor returns on a Client's legal finance assets due to shortcomings or failures in the Adviser's due diligence process or unforeseen developments could adversely affect the Adviser's reputation and could materially and adversely affect a Client's business, financial position, results of operations and/or liquidity.

*Clients will not have an opportunity to independently evaluate their legal finance assets.*

The Adviser generally does not disclose details of a Client's existing or prospective legal finance assets (including their valuations for accounting purposes) on an individual basis because of restrictions applicable to privileged information and other relevant restrictions. As a result, Clients will not have an opportunity to evaluate their legal finance assets and will be dependent upon the Adviser's judgment and ability in selecting, managing and valuing a Client's assets.

*Clients are subject to credit risk relating to their various legal finance assets which could adversely affect their business, financial position, results of operations and/or liquidity.*

Prior to the conclusion of a litigation matter, a Client is subject to the risk that a claimant who is a Client's counterparty, a party against whom a Client's counterparty is making a claim, a law firm or another relevant party will encounter financial difficulties or become insolvent, which could delay or prevent the litigation matter from being resolved and may adversely affect the Client's ability to earn a return on the relevant legal finance asset. On becoming contractually entitled to proceeds after the conclusion of a litigation matter, depending on the structure of the particular legal finance asset, a Client could be a creditor of, or otherwise subject to credit risk from, a claimant, a party against whom the Client's counterparty is making a claim, a law firm or another relevant party. Moreover, a Client may be indirectly subject to credit risk to the extent a defendant does not pay a claimant immediately, notwithstanding successful adjudication of a claim in the claimant's favor. If the defendant is unable or unwilling to pay or perform or if any of the parties challenges the judgment or award, a Client may encounter difficulties in collection. In addition to the credit risk associated with individual parties to a litigation matter, losses as a result of the credit exposures inherent in the Adviser's business could adversely affect a Client's business, financial position, results of operations and/or liquidity.

*A Client's portfolio may be concentrated in cases likely to have correlated results, and a Client may have a number of assets involving the same counterparty.*

A Client's capital provision asset portfolio may include certain related exposures where the Client has financed multiple different counterparties in relation to the same or very similar claims, such that outcomes on these related exposures are likely to be correlated. An adverse litigation outcome in respect of any of these individual claims may result in, or increase the likelihood of, losses on the other related claims.

In addition, a Client may have a number of assets involving the same counterparty, i.e., a law firm or a corporate client. Accordingly, although a Client's direct financial exposure to such law firm and/or

corporate client is limited to matters in which such law firm or corporate client, as applicable, is the Client's counterparty, if such law firm or corporate client were to encounter financial difficulties, dissolve or suffer a substantial loss of personnel, there could be a material adverse effect on the Client's business, financial position, results of operations and/or liquidity. Furthermore, Clients may enter into legal finance arrangements and hold legal finance assets with law firms that provide advice on transactions for which a Client's counterparty is an underlying claimant, which may increase a Client's direct or indirect overall exposure to the underlying claim.

A Client's exposure to cases likely to have correlated results or counterparty concentration could lead to increased volatility and could materially and adversely affect a Client's business, financial position, results of operations and/or liquidity.

*The lack of liquidity of a Client's legal finance assets may adversely affect a Client's business, financial position, results of operations and/or liquidity.*

A Client's legal finance assets typically require significant advances of funds with no guarantee of return or repayment. It may be difficult or impossible to find willing buyers for these assets at prices the Adviser believes are representative of their underlying value or at all. Volatility in markets generally also could negatively impact the liquidity of a Client's assets. Illiquid assets typically experience greater price volatility as a ready market does not exist and therefore they can be more difficult to value. In addition, the prices prospective buyers are willing to pay for illiquid assets may be more subjective than the prices for more liquid assets. The illiquidity of legal finance assets also is exacerbated by the fact that third parties may be limited in their ability to value these assets because they cannot perform full legal due diligence on a case due to the limitations imposed by applicable legal privileges and protections. The illiquidity of a Client's assets may make it difficult for the Client to sell such assets if the need or desire arises. If a Client is required to liquidate all or a portion of its portfolio quickly, it may realize significantly less than the value at which the Adviser has previously recorded the Client's assets. As a result, the Adviser's ability to change the makeup of a Client's portfolio of assets in response to changes in economic and other conditions may be relatively limited, which could adversely affect a Client's business, financial position, results of operations and/or liquidity.

*A Client may have commitments that are in excess of available funds raised.*

Clients typically have commitments to fund legal finance assets that exceed their available funds. The Adviser seeks to manage the Client's available capital and capital provision assets portfolio to minimize the risk of a mismatch between the timing of when their commitments will be drawn and available cash, and many of the Client's capital provision agreements set forth timetables for draws or structure draws with reference to case events, which provide them with some control over the timing and amounts of capital they provide in respect of their commitments. However, as the Adviser does not control the timing of developments with respect to the matters that Client funds, it is possible that such a mismatch will occur, in which case a Client would need either to raise additional capital (which could include the potential sale of an interest in one or more of a Client's existing legal finance assets) or to decline to meet a commitment. There can be no assurance that a Client will be able to raise capital on reasonable terms or at all, and the Client's inability to do so could cause damage to its and other Client's business and the potential loss of business and financial relationships. A failure by a Client to fund its definitive commitments may result in adverse consequences to its business such as a loss of entitlement to any returns with respect to such definitive commitments, a loss of capital it has deployed or a claim by a counterparty for damages.

*The Adviser faces substantial competition for opportunities to finance legal assets, which could delay commitment and/or deployment of a Client's capital, reduce returns and result in losses.*

Competition for attractive opportunities to finance legal assets may affect a Client's ability to finance on terms which the Adviser considers attractive. The Adviser competes to acquire legal finance assets primarily with pure-play legal finance companies and multi-strategy firms that engage in legal finance in addition to their other strategies. The Adviser's competitors may have access to greater financial resources, technical capabilities or better relationships than the Adviser does, may have businesses that are smaller and more flexible than the Adviser's business or may develop or market alternative financial arrangements that are more effective or less susceptible to challenges than those of the Adviser. For example, some competitors may have a lower cost of capital and access to funding sources that are not available to the Adviser. In addition, some of the Adviser's competitors may have higher risk tolerances or different risk assessments than the Adviser has. Any of these characteristics could allow the Adviser's competitors to consider a wider variety of legal assets to finance, establish more relationships and offer better pricing and more flexible structuring. In addition to the pure-play legal finance companies and multi-strategy firms that engage in legal finance, the Adviser may also face competition from smaller industry participants or law firms using alternative financing models, as well as market entrants that have a regional, industry or specific claims-based approach. Such entities may offer more competitive terms or more tailored approaches to specific industries or claims. The Adviser and, therefore, the Clients may lose funding opportunities if the Adviser does not match its competitors' pricing, terms and/or structure. If the Adviser is forced to match its competitors' pricing, terms and/or structure to commit and/or deploy a Client's capital, it may not be able to achieve acceptable returns for the Clients on their legal finance assets or may bear substantial risk of capital loss.

*If the lawyers a Client relies on to prosecute and/or defend claims do not exercise due skill and care, or the interests of their clients do not align with those of a Client, there may be a material adverse effect on the value of a Client's legal finance assets.*

The Clients are particularly reliant on lawyers to prosecute and/or defend claims with due skill and care. If they are unable or unwilling to do this for any reason, it is likely to have a material adverse effect on the value of a Client's legal finance assets. While the Adviser will typically evaluate the lawyers involved in any legal finance asset a Client acquires, the Adviser does not select such lawyers or the Adviser may have limited experience or no prior dealings with such lawyers, and there can be no assurance that the outcome of a case will be in line with the Adviser's or the lawyers' assessment of the case or that such lawyers will perform with the expected skill and care. As a matter of legal ethics in most jurisdictions, the Adviser and the Clients are also unable to prevent a Client's counterparties from discharging the lawyers who were originally in place in a case and replacing them with lawyers who may be less capable.

In addition, lawyers owe a duty to their clients as well as an overriding duty to the courts. The clients generally do not own or control a claim which they have financed and, as a result, generally will not be the client of the law firm representing the claimant in a case that is the subject of their commitment or financing. Accordingly, that law firm may be required to act in accordance with its client's instructions and interests rather than those of a Client. If the interests of the claimants in the cases a Client has financed are not aligned with those of the Client, the actions of the lawyers representing such claimants could have a material adverse effect on the value of a Client's legal finance assets and, therefore, a Client's business, financial position, results of operations and/or liquidity.

*Negative publicity or public perception of the legal finance industry or the Adviser could adversely affect the Adviser's reputation and, therefore, the Clients' business, financial position, results of operations and/or liquidity.*

Negative publicity about the legal finance industry in general or the Adviser specifically, even if inaccurate, could adversely affect the Adviser's reputation and the confidence in the Adviser's business model. For example, there is regular negative political and media activity in the United States with respect to the US

consumer litigation funding industry. Although the Adviser does not participate in the US consumer litigation funding industry, negative publicity about that industry could adversely affect the public perception of the commercial legal finance industry or lead to overly broad regulation of legal finance in general.

Failure to protect the Adviser's reputation and brand in the face of negative publicity and ethical, legal or moral challenges could lead to a loss of trust and confidence. There are various factors that may cause litigants, law firms and other actual and potential customers to be more reluctant to pursue external financing, such as publication in the online, print and broadcast media of stories about the Adviser or the legal finance industry, about real or perceived abusive practices or about regulatory investigations or enforcement actions. Online articles, blogs and tweets may lead to the increasingly rapid dissemination of a story and increase the Adviser's exposure to negative publicity. Adverse public perception of the legal finance industry or the Adviser may increase media scrutiny of the Adviser's business and could make it more likely that the Adviser receives negative attention if the Adviser's employees engage in unlawful or questionable behavior, if the Adviser engages in internal disputes or disputes with former employees or if any of a Client's counterparties is subject to negative publicity. Negative publicity relating to legal or regulatory violations by any of the third parties the Clients engage, or negative publicity relating to the kind of matters the Adviser pursues, could also result in reputational damage to the Adviser.

Negative publicity could jeopardize the Adviser's and the Clients' relationships with existing counterparties or the Adviser's ability to establish new relationships or diminish a Client's attractiveness as counterparties generally. Any of the foregoing could impact a Client's ability to fund commitments, pursue its legal rights or collect amounts due to it and may materially and adversely affect its business, financial position, results of operations and/or liquidity.

*Legal, political and economic uncertainty surrounding the effects, severity and duration of public health threats (such as the Covid-19 pandemic) could adversely affect a Client's business, financial position, results of operations and/or liquidity.*

Legal, political and economic uncertainty surrounding the effects, severity and duration of public health threats (such as the Covid-19 pandemic) could adversely affect the Adviser or a Client's business, financial position, results of operations and/or liquidity. For example, the Covid-19 pandemic has adversely affected the global economy, disrupted global supply chains and created significant volatility in the financial markets. As in other areas, the Covid-19 pandemic has disrupted the operation of courts around the world, causing delays in, and elongation of the life of a number of the Clients' existing matters and slowdowns in new litigation activity. In turn, this resulted in lower cash proceeds from litigation resolutions as the courts around the world worked through these issues.

In addition, in a period of constrained liquidity, litigants may be less willing to settle litigation matters, extending the lives of matters and therefore restricting a Client's ability to recycle capital. There is also an increased risk that litigants may encounter financial difficulties or become insolvent, which could impact the timing and quantum of litigation realizations. To the extent that litigants in a Client's matters do become insolvent, the impact of a litigant's insolvency on pending litigation is very difficult to predict and is not only case specific but dependent on the insolvency process in the jurisdiction in issue. A Client's expected realizations may be delayed and could be reduced during the restructuring or liquidation process.

The counterparties to whom the Clients provide capital may also encounter financial difficulties or become insolvent in a period of constrained liquidity. The Clients typically provide capital to their counterparties on a non-recourse basis and only receive a return upon the conclusion of a successful claim. If a Client's counterparties encounter financial difficulties or become insolvent before the final resolution of their claims and are otherwise unable or unwilling to continue with their claims, the Adviser may decide to cause such Client to advance additional funds to them on terms that are less favorable to such Client. If the Adviser

decides not to advance additional funds to such counterparties, it is possible that they will not be able to pursue their claims and the relevant Client may therefore not earn any returns from such counterparties. While it is not possible to ascertain the precise impact that public health threats (such as the Covid-19 pandemic) may have on the Adviser and the Clients from an economic, financial or regulatory perspective, individually or in the aggregate, public health threats could have a material adverse effect on a Client's business, financial position, results of operations and/or liquidity.

*The Adviser reports a Client's commitments at fair value, which may result in us recognizing non-cash income that may never be realized.*

A Client's commitments are classified as financial instruments and are accounted for at fair value through the statements of operations in accordance with US GAAP. The valuation policy, which we updated during the year ended December 31, 2022 to remove discretionary ranges, assigns valuation changes in prescribed percentages based on the type of case (e.g., commercial litigation or patent, geography and case milestone). As a result, when there is an objective event in the underlying litigation that would cause a change in fair value, we reflect the positive or negative impact of such objective event through a fair value adjustment. For the vast majority of a Client's commitments, the objective events considered under our valuation policy relate to the litigation process. Nevertheless, due to the illiquid nature of such commitments, there is inherent valuation uncertainty in the assessment of fair value, and our valuation methodologies require us to make significant and complex judgments about legal matters that are intrinsically difficult to predict. There is a risk that the case underlying a Client's commitment could take a different direction even after an objective milestone that resulted in a fair value adjustment in accordance with our valuation policy, which in turn could lower the value of such commitment in our subsequent statements of assets and liabilities and relevant fair value movements recognized in our statements of operations.

Accordingly, the application of fair value accounting may result in us recognizing non-cash income that may never be realized, which could have a material adverse effect on our business, assets and liabilities, results of operations and/or liquidity.

*There are inherent uncertainties involved in estimates, judgments and assumptions used in the preparation of a Client's financial statements.*

The preparation of a Client's financial statements requires the Adviser to make estimates, judgments and assumptions that affect the application of policies and the reported amounts of assets and liabilities, income and expenses. Estimates, judgments and assumptions are inherently subject to change in the future, and any such changes in these estimates, judgments or assumptions, including any changes as a result of changes in accounting principles and guidance or their interpretation, could result in corresponding changes to the amounts of assets and liabilities, income and expenses and therefore unfavorable accounting charges or effects. Any errors or misstatements in a Client's financial statements could have a material adverse effect on the Client's business, financial position, results of operations and/or liquidity.

*The Adviser's or a Client's past performance may not be indicative of their respective future results of operations.*

The Adviser's or a Client's past performance should not be considered indicative of their respective future results of operations. Past returns have benefited from funding opportunities and general market conditions that may not continue or recur, and there can be no assurance that the Adviser or a Client will be able to avail themselves of comparable opportunities and conditions. As the market in which the Adviser operates matures, the Adviser may be subject to increased competition for talent and financing opportunities and potentially new regulations in various jurisdictions. There can be no assurance that any of the current or future single matters or matters contained in the Clients' portfolios will eventually be successful. Failure to



achieve results of operations consistent with the Adviser's or a Client's historical performance could have a material adverse effect on a Client's business, financial position, results of operations and/or liquidity.

*Litigation and legal proceedings against the Adviser and its Affiliates could adversely impact the Client's business, financial position, results of operations and/or liquidity.*

The Adviser and its affiliates are regularly subject to litigation and arbitration incidental to its business, including tactical litigation against the Adviser in the context of an ongoing funded matter. The types of claims made against the Adviser and its affiliates in lawsuits include claims for compensatory damages, punitive and consequential damages or injunctive relief. When a Client funds cases against sovereigns, there is the further risk of retaliatory criminal investigation or prosecution.

In the past, purported securities class action litigation has been instituted against companies following periods of volatility in the overall market and in the price of a company's securities. The Adviser has previously been the subject of one purported class action litigation of this nature. Although that litigation was withdrawn, listing of Burford's ordinary shares on the New York Stock Exchange means that the Adviser may be more likely to be subject to similar litigation in the future, which, even if not successful, may divert management's attention and cause the Adviser to incur significant expenses in defending these lawsuits. Any insurance or indemnification rights that the Adviser may have may be insufficient or unavailable to protect it against such losses.

Any of these developments could materially adversely affect a Client's business, financial position, results of operations and/or liquidity.

*A Client's success depends substantially on the Adviser's continued retention of certain key personnel and the Adviser's ability to hire and retain qualified personnel in the future to support its growth and execute its business strategies.*

A Client's performance is, to a large extent, dependent upon the judgment and abilities of the Adviser's management, including, in particular, Burford's co-founders, Chief Executive Officer Christopher Bogart and Chief Investment Officer Jonathan Molot. The Client also depends on other key personnel of the Adviser, including the members of the Adviser's Management Committee and Commitment Committee. A Client's success will therefore depend largely upon the abilities of certain members of the Adviser's management and other key personnel and the Adviser's ability to retain them and to compensate them appropriately, especially in light of the high levels of compensation available from the major law firms from which they have typically come and the potential pressures on such remuneration levels from the public markets. The death, incapacity or loss of the service of any of the Adviser's management or other key personnel could have a material adverse impact on a Client's business. In addition, a Client's performance may be limited by the Adviser's ability to employ and retain sufficiently qualified personnel and consultants. Such a failure to retain qualified personnel or consultants or recruit suitable replacements for significant numbers of qualified personnel or consultants could materially adversely affect a Client's business and growth prospects.

*International operations subject the Clients to increased risks.*

The Adviser and the Clients operate internationally and, accordingly, their business is subject to risks resulting from differing legal and regulatory requirements, political, social and economic conditions and unforeseeable developments in a variety of jurisdictions. Non-US operations are subject to the following risks, among others:

- political instability;

- international hostilities, military actions (including the Ukraine War), terrorist or cyber-terrorist activities, climate change, natural disasters, pandemics (including the Covid-19 pandemic) and infrastructure disruptions;
- differing economic cycles and adverse economic conditions;
- unexpected changes in regulatory and tax environments and government interference in the economy;
- changes to trade and economic sanctions laws and regulations;
- foreign exchange controls and restrictions on repatriation of funds;
- fluctuations in currency exchange rates;
- inability to collect payments or seek recourse under or comply with ambiguous or vague commercial or other laws;
- difficulties in attracting and retaining qualified management and/or personnel; and
- difficulties in penetrating new markets due to entrenched competitors or lack of local acceptance of the Adviser's services.

A Client's overall success as a global business depends, in part, on its ability to anticipate and effectively manage these risks, and there can be no assurance that the Adviser will enable the Clients to be able to do so without incurring unexpected costs. If the Adviser is not able to manage the risks related to the Adviser or a Client's non-US operations, a Client's financial position, results of operations and/or liquidity may be materially adversely affected.

*The tax treatment of a Client's financing agreements is subject to significant uncertainty.*

The Adviser structures a Client's financings on a case-by-case basis in consultation with its professional advisers and seeks to comply with applicable law. However, there is limited authority and significant uncertainty regarding the tax treatment of legal finance, and/or the structures through which the Clients provide their financing, in the applicable jurisdictions in which they are made. Accordingly, there can be no assurance that an applicable tax authority will accept the Adviser's position on the tax treatment of a financing, or the structures the Clients employ. If an applicable tax authority were to successfully maintain a different position, the value of a Client's assets could be adversely affected or the Client could be subject to additional tax liability, or both. In addition, tax laws and regulations are under constant development and often subject to change as a result of government policy, frequently with retroactive effect. Changes in applicable tax laws could adversely affect the taxation of a Client or a Client's assets.

*Leverage may increase losses incurred by some of Clients.*

Some Clients may borrow funds to make new commitments or to pay expenses because the Adviser believes that the use of leverage may enable Clients to achieve a higher rate of return. The amount of borrowings that a Client may have outstanding at any time may be substantial in relation to its capital. While leverage presents opportunities for increasing a Client's total return, it has the effect of potentially increasing losses as well.

Accordingly, any event that adversely affects the value of a commitment by a Client would be magnified to the extent of the Client's leverage. The cumulative effect of the use of leverage by a Client in a market that moves adversely to the Client's commitments could result in a substantial loss to the Client that would be greater than if the Client were not leveraged. The use of leverage may create interest expense for the Client, which can exceed the investment return from borrowed funds, causing the Client's investment return to be less than it would have been if leverage were not used.

*Certain Clients may engage in appraisal arbitrage which gives rise to the risk of loss.*

A majority of legal finance asset positions for certain Clients in listed equities is expected to be based upon a strategy which seeks to generate excess returns above an agreed-upon consideration in announced mergers and other transactions by pursuing appraisal proceedings. Appraisal arbitrage also carries certain unique risks, including, among others, (i) the Adviser's ability to identify suitable appraisal targets and successfully conclude appraisal proceedings, (ii) the arbiter of such proceeding may have wide latitude to modify the consideration in ways not anticipated or intended by the Adviser and that are beyond the Adviser's control and (iii) the relevant Clients may be required to hold the positions established in connection with its appraisal arbitrage strategy for extended periods. The inability to exit its appraisal arbitrage positions at certain times may prevent the Adviser from pursuing other legal finance opportunities on behalf of the Clients.

### ***Risks relating to regulation***

The regulatory and legal requirements that apply to the Adviser's business and operations are subject to change from time to time and may become more restrictive, which may make compliance with applicable requirements more difficult or expensive or otherwise restrict the Adviser's ability to conduct its business and operations in the manner in which they are now conducted. Changes in applicable regulatory and legal requirements, including changes in their enforcement, could materially and adversely affect a Client's business, financial position, results of operations and/or liquidity.

*The laws, regulations and rules relating to legal finance are evolving and may be uncertain, which may have negative consequences for the value or enforcement of a Client's contractual agreements with its counterparties, its ability to do business in certain jurisdictions or its cost of doing business.*

The laws, regulations and rules in the area of acquiring or otherwise taking a financial position or a commercial interest with respect to legal claims and defenses is evolving and can be complex and uncertain in the United States and elsewhere. A Client's legal finance assets could be open to challenge or subsequently reduced in value or extinguished as a result of these regulations. In various jurisdictions there are prohibitions or restrictions in connection with funding claims (known in many common law jurisdictions as maintenance, and a form of maintenance, called champerty) or the assignment of, or other economic participation in, legal claims. For example, in the State of New York, Judiciary Law § 489 prohibits the assignment of a legal claim in certain circumstances, and certain other jurisdictions have similar laws. In the State of New York, the relevant case law provides as of March 2023 that the contracts underlying a Client's legal finance assets are valid. However, such case law may be overruled or the statutory and other laws in the State of New York or other jurisdictions could be amended to include additional prohibitions or restrictions, which may adversely affect a Client's business. The ability to participate financially in a lawyer's fees is also limited in certain jurisdictions (including by ethical rules prohibiting a lawyer from sharing fees with non-lawyers). Such prohibitions and restrictions are governed by the laws, regulations and rules of each relevant jurisdiction and vary in degrees of strength and enforcement in different state, federal or non-US jurisdictions. This is a complex issue that involves both substantive law and choice of law principles. However, in many jurisdictions, the relevant issues may not have been considered by the courts nor addressed by statute and thus obtaining legal advice or clarity is difficult. If a Client, its counterparties or the lawyers handling the underlying matters were to be found to have violated the relevant prohibitions or restrictions in connection with certain matters, there could be a materially adverse effect on the value of the affected legal finance assets, a Client's ability to enforce the relevant contractual agreements with its counterparties and the amounts the Client would be able to recover with respect to such matters or its costs for such matters.

In addition, politicians, advocacy groups and media reports have, in the past, advocated action to restrict legal financing. Some jurisdictions have enacted or are considering enacting laws, regulations or

rules requiring the disclosure of litigation funding or other non-prohibitory regulation. Such laws, regulations or rules or other future laws, regulations or rules may deter parties from engaging a Client, result in a reduction in the overall number of potential legal finance assets and/or adversely affect the value of legal finance assets already in existence in such jurisdictions.

The laws, regulations, rules and supervisory guidance and policies applicable to the Adviser's business activities are subject to regular modification and change, including by institutions such as US state and federal legislatures, bar associations, courts and other US and non-US legislative, regulatory, judicial or advisory bodies. For example, in the United States, legislation has been introduced in the US Congress in multiple sessions that would require litigants to "produce for inspection and copying" any legal funding agreements creating contingent rights to payment in class actions and multidistrict litigations. Such legislation has not received consideration beyond introduction but the Adviser expects that the same or similar legislation will be introduced again in the future. In addition, similar legislation is introduced in various US state legislatures from time to time. Some newer entrants to the market, such as Singapore and Hong Kong, have also enacted regulatory regimes largely focused on capital adequacy and constraining abusive behavior.

Changes to laws, regulations or rules, including changes in interpretation or implementation of laws, regulations or rules, could affect a Client in substantial and unpredictable ways. Such changes could subject the Client to additional costs, delay new funding arrangements, limit the quantity and size of the Client's financing arrangements, limit the types of products and services the Adviser may offer or the Client's funding opportunities, decrease returns on the Client's legal finance or other assets and allow certain counterparties to void the Client's contracts with them, any of which may have a materially adverse effect on the Client's business, financial position, results of operations and/or liquidity.

### ***Risks relating to Cybersecurity, Third-Party Service Providers, Information Technology and Data Privacy and Protection***

*Cybersecurity risks could result in the loss of data, interruptions in the Adviser's business or damage to the Adviser's reputation and subject the Adviser to regulatory actions, increased costs and financial losses, any of which could have a material adverse effect on a Client's business, financial position, results of operations and/or liquidity.*

The Adviser's systems may fail to operate properly or become disabled as a result of tampering or a breach of the Adviser's network security systems or otherwise. In addition, the Adviser's systems face ongoing cybersecurity threats and attacks. Attacks on the Adviser's systems could involve, and in some instances have in the past involved, attempts intended to obtain unauthorized access to the Adviser's proprietary information, destroy data or disable, degrade or sabotage the Adviser's systems, or divert or otherwise steal funds, including through the introduction of computer viruses, "phishing" attempts and other forms of social engineering. Cyberattacks and other security threats could originate from a wide variety of external sources, including cyber criminals, nation state hackers, hacktivists and other outside parties. Cyberattacks and other security threats could also originate from the malicious or accidental acts of insiders, such as employees. In addition, there is an increased risk that the Adviser and Clients may experience cybersecurity-related incidents as a result of our employees, third-party service providers or other third parties working remotely on less secure systems and environments. There has been an increase in the frequency and sophistication of the cyber and security threats the Adviser and the Clients face, with attacks ranging from those common to businesses generally to those that are more advanced and persistent, which may target the Adviser because the Adviser and the Clients hold a significant amount of privileged information about the Clients' legal finance assets.

As a result, the Adviser may face a heightened risk of a security breach or disruption with respect to such

privileged information. While the Adviser takes significant efforts to protect our systems and data, including establishing internal processes and implementing technological measures designed to provide multiple layers of security, our safety and security measures might be insufficient to prevent damage to, or interruption or breach of, our information systems, data (including personal data), and operations, especially because cyberattack techniques change frequently or are not recognized until successful. If the Adviser's systems are compromised, do not operate properly or are disabled, or if the Adviser fails to provide the appropriate regulatory or other notifications in a timely manner, a Client could suffer financial loss, a disruption of its businesses business, regulatory intervention or reputational damage. Furthermore, if the Adviser fails to comply with the relevant laws, rules and regulations, it could result in regulatory investigations and penalties, which could lead to negative publicity and reputational harm and may cause a Client's counterparties to lose confidence in the effectiveness of the Adviser's security measures, thereby harming the Clients.

*The failure of the Adviser's third-party service providers to fulfill their obligations, or misconduct by the Adviser's third-party service providers, may have a material adverse effect on a Client's business, financial position, results of operations and/or liquidity.*

The Adviser and the Clients depend on third-party service providers for, among others, fund administration and for provision of a variety of corporate services to manage their multi-jurisdictional structure. There can be no assurance that the Adviser's internal controls and procedures will be effective in monitoring and managing such third-party service providers. The failure of third-party service providers to fulfill their obligations to the Adviser and/or a Client, or misconduct by third-party service providers, could disrupt the Adviser's and/or a Client's operations and lead to reputational harm, which may have a material adverse effect on a Client's business, financial position, results of operations and/or liquidity.

*The Adviser's operations are dependent on the proper functioning of information technology systems.*

The Adviser and the Clients rely on the Adviser's information technology systems to conduct their business, including case management and documentation, as well as producing financial and management reports on a timely basis and maintaining accurate records. These information technology processes and systems may not operate as expected, may not fulfil their intended purpose or may be damaged or interrupted by increases in usage, human error, unauthorized access, natural or human-made hazards or disasters or similarly disruptive events. Any disruption or failure of the information technology systems or third-party infrastructure on which the Adviser or the Clients rely, including a disruption or failure involving electronic communications or other services used by us or our third-party service providers or affecting our cloud services providers, could lead to costs and disruptions that could adversely affect the Adviser's or the Clients' reputation, prospects, business, financial position, results of operations and/or liquidity.

Computer and data-processing systems are susceptible to malfunctions and interruptions (including those due to equipment damage, power outages, computer viruses, natural or human-made hazards or disasters and a range of other hardware, software and network problems). A significant malfunction or interruption of one or more of the Adviser's computer or data-processing systems could adversely affect the Adviser's ability to keep its operations running efficiently and affect service availability. In addition, it is possible that a malfunction of the Adviser's data system security measures could enable unauthorized persons to access sensitive data, including information relating to the Adviser's intellectual property or litigation or business strategy or those of the Clients' counterparties. Any such malfunction or disruptions could cause economic losses. A failure of the Adviser's information technology systems could also cause damage to the Adviser's reputation which could harm a Client's business. Any of these developments, alone or in combination, could have a material adverse effect on a Client's business, financial position, results of operations and/or liquidity.

*The Adviser is required to maintain the privacy and security of personal information and comply with applicable data privacy and protection laws and regulations.*

The Adviser collects, stores and processes personal information about individuals, including employees, contractors and third-party service providers as well as suppliers, agents, investors and counterparties. This information is increasingly subject to a range of international data privacy and protection laws and regulations, including the California Consumer Privacy Act, the California Privacy Rights Act, the UK General Data Protection Regulation, the UK Data Protection Act 2018, the EU General Data Protection Regulation and the DIFC Data Protection Law No. 5 of 2020. Additional data privacy and protection laws and regulations may come into effect in the United States on a state-by-state basis or worldwide that could potentially impact our business. While we have invested and continue to invest resources to comply with data privacy and protection laws and regulations, many of these laws and regulations are new, complex and subject to interpretation. To maintain compliance with these laws and regulations, we may incur increased costs to continually evaluate and modify our policies and processes and to adapt to new legal and regulatory requirements. A failure to comply with data privacy and protection laws and regulations could result in negative publicity, damage to our reputation, penalties or significant legal liability. Furthermore, our business and operations could also be adversely affected if legislation or regulations are expanded to require changes in our business practices or if governing jurisdictions interpret or implement their legislation or regulations in ways that negatively affect our business.

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

Like other registered investment advisers, the Adviser is required to disclose all material facts regarding any legal or disciplinary events that would materially impact an Investor's evaluation of the Adviser or the integrity of the Adviser's management. No such disciplinary events have occurred at the Adviser.

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

Neither the Adviser nor any of its management persons is registered or has an application pending to register as a broker-dealer or a registered representative of a broker-dealer.

Neither the Adviser nor any of its management persons is registered or has an application pending to register as a futures commission merchant, a commodity pool operator, a commodity trading adviser or associated person of the foregoing.

The Adviser is an indirect, wholly-owned subsidiary of Burford. Burford, through its various affiliates, engages in a number of legal-finance-related businesses in the United States and abroad, including, among others, litigation finance and risk management, judgment enforcement, corporate intelligence, insurance and legal services, and a wide range of law firm financing activities.

Burford's affiliates in the United Kingdom and Guernsey include a law firm and insurance business; in general, the Adviser has no connection to those Burford entities that is material to its advisory business or Investors, except in certain limited instances when those entities may be compensated for services at prevailing market rates. However, as described below and in Item 11, certain Funds will also commit alongside Burford in commitments that are within both parties' respective commitment mandates, which could mean that some deals sourced for Burford in which the Funds participate, may originate from a Burford affiliate in the United Kingdom and Guernsey.

The Adviser and Burford utilize an integrated underwriting and commitment process. As part of this integrated approach, in cases where an investment opportunity is identified that is within a Fund's investment mandate and also appropriate for proprietary investment by Burford, the Adviser and Burford allocate such opportunity between the Fund(s) and Burford's proprietary investment, in accordance with a predetermined formula. Such a formula may also be used to determine allocations to any Funds-of-one that

may also share similar mandates. The precise allocation formula will vary from Fund to Fund but will be disclosed and made available to limited partners.

While any such allocation formula could benefit Burford to the extent it results in Burford acquiring a larger proportion of certain commitments that also are held by the Funds, the Adviser believes that a consistent application of a formula provides for an impartial and equitable allocation of such commitments to the Funds, based upon the target size for the participating Funds, and will benefit the Funds by increasing their access to a larger pool of quality commitment opportunities by leveraging Burford's underwriting processes and capital available for commitments.

The Adviser has no other arrangements with a related person who is a broker-dealer, investment company, other investment adviser, financial planning firm, commodity pool operator, commodity trading adviser or futures commission merchant, banking or thrift institution, accounting firm, law firm, insurance company or agency, pension consultant, real estate broker or dealer, or an entity that sponsors or syndicates limited partnerships that are material to its advisory services, the Clients or the Investors. An affiliate of the Adviser has a minority ownership interest in a law firm in the UK. The Adviser does not have any relationships with persons in these categories that create a material conflict of interest.

As described in Item 4, the Adviser is affiliated with each Fund's General Partner. These affiliated entities operate as a single advisory business together with the Adviser and serve as General Partners of private investment funds. They share common ultimate ownership, officers, partners, or persons occupying similar positions.

The Adviser has developed and will continue to develop relationships with professionals who provide services that it does not provide, including legal, accounting, banking, tax preparation, insurance brokerage, and other personal services. None of the above relationships create a material conflict of interest with any of the Clients or their Investors.

The Adviser serves as the investment manager to the Clients, and each General Partner is the general partner of, and receives performance-based compensation from, its affiliated Fund.

Certain of the Adviser's officers, employees, affiliates, and respective family members may invest directly in the Clients. Investments in the Clients made by these persons generally are not subject to the management fees or performance-based compensation described in Item 5 above.

The Adviser does not recommend or select other investment advisers for its Clients or Investors, directly. However, in certain situations, Clients may be invested in an account that is managed by an unaffiliated investment manager. We do not believe material conflicts of interests arise from this arrangement; however, the Adviser has in place policies and procedures to mitigate any potential conflicts of interest including but not limited to, personal trading and oversight of other investment advisers. From time to time, the Adviser receives training, information, promotional material, meals, entertainment, gifts or prize drawings from vendors and others with whom it may do business or to whom it may make referrals. At no time will the Adviser accept any benefits, gifts or other arrangements that are conditioned on directing individual Client transactions to a specific litigation finance or other legal or regulatory finance asset or other security, product, or provider.

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

The Adviser has adopted a Code of Ethics (the "Code") that is designed to meet the requirements of Rule 204A-1 of the Advisers Act. The Code applies to the Adviser's access persons and other Burford employees and sets forth a standard of business conduct that takes into account the Adviser's status as a fiduciary and requires access persons to place the interests of the Clients and their Investors above their own interests

and those of the Adviser. The Code requires Burford employees to comply with applicable federal securities laws.

Further, Burford employees are required to promptly bring violations of the Code to the attention of the Adviser's Chief Compliance Officer. All access persons are provided with a copy of the Code and are required to acknowledge receipt and understanding of the Code on at least an annual basis.

The Adviser's Code and policies cover standards of business conduct, confidentiality of client information, personal trading limitations, insider trading, reporting of personal securities transactions, restrictions on accepting and giving significant gifts, social media, political contributions, and reporting of certain gifts and business entertainment items, among other things.

As required by Rule 204A-1 of the Advisers Act, the Adviser's access persons must provide a list of their personal accounts and an initial holdings report within 10 calendar days of becoming an access person. The Adviser also requires its access persons to report their securities transactions on a quarterly basis thereafter and disclose their securities holdings on an annual basis. The Adviser restricts the personal trading of Burford employees. In general, the Code provides that Burford employees (other than those with purely clerical or support functions, as determined by the CCO) may not buy or sell any Reportable Security (as that term is defined in the Code) without obtaining prior approval from the CCO. Any trades by the CCO must be preapproved by another member of the Compliance team, in consultation with the CEO or General Counsel as needed. The Code also includes insider trading policies and procedures that are designed to prevent the improper use of material, non-public information. Such insider trading policies and procedures prohibit the Adviser and its personnel from trading for the Clients or themselves, or recommending trading, in securities of an issuer while in possession of material, non-public information about the issuer, and from disclosing such information to any person not entitled to receive it. Violations of the Code may result in remedial actions, including, but not limited to, fines, censure, suspension or termination.

The Adviser will provide a copy of its Code to any existing or prospective Investor upon request to its Chief Compliance Officer, at (312) 757-6070 or emailing us at [compliance@burfordcapital.com](mailto:compliance@burfordcapital.com).

The Adviser occasionally engages in principal transactions subject to obtaining any required consent, most commonly to facilitate transactions in which the Burford balance sheet and Clients are intended to participate. Principal transactions are generally defined as transactions involving an adviser, acting as principal for its own account or the account of an affiliated broker-dealer, that buys from or sells any security to any advisory client, or when a security is traded between an affiliated fund and another client account. An agency cross transaction is defined as a transaction involving a person acting as an investment adviser or any person controlled by or under common control with the investment adviser, acting as broker for both the advisory client and for the other counterparty to the transaction. Agency cross transactions may arise when an adviser is dually registered as a broker-dealer or is affiliated with a broker-dealer. This does not apply to the Adviser. The Adviser may engage from time to time in cross transactions at fair market value without the consent of, but with notice to, the limited partners. In the context of the Adviser's business, a cross transaction would be a transaction executed by the Adviser between two Clients managed by the Adviser.

Certain Funds have advisory boards that are established under the respective Fund's offering and governing documents. Each Fund's advisory board comprises select limited partners of the Fund. A conflict of interest may exist in that not all limited partners are asked to join a Fund's advisory board.

If any matter arises that the Adviser determines in its good faith constitutes an actual conflict of interest, the Adviser may take such actions as may be necessary or appropriate, within the context of such Client's



applicable governing documents, to ameliorate the conflict.

As explained in Item 10 above, the Adviser serves as the investment manager to the Clients. The Adviser and certain of its officers, employees, affiliates, and respective family members may invest directly in the Clients, which investments generally are not subject to management fees or performance-based compensation. Investments by these persons are subject to the same liquidity terms as all other Investors. The Adviser recognizes the potential conflicts of interest that arise when its related persons invest in the Clients. The Adviser addresses these potential conflicts through its Code, which sets forth a fiduciary standard that requires access persons to act in the best interests of the Clients and to place the interests of Clients ahead of their own interests and those of the Adviser's access persons.

Additionally, as described in Item 10, the Adviser and Burford utilize an integrated underwriting and commitment process, and Burford makes proprietary investments alongside certain Funds. As a result, Burford may benefit from acquiring a larger proportion of certain investments that also are held by the Funds, but the Adviser has addressed potential conflicts of interest by implementing the allocation policy described in Item 10 above. While the allocation policy could, in certain cases, result in a Fund owning less of a particular investment than might have been the case had it invested separately, the Adviser believes that this objective policy provides the Funds with appropriate capacity to access attractive shared investment opportunities, and that the Funds will benefit from greater access to such investment opportunities as a result of the collaborative underwriting and investment process with Burford.

The Adviser addresses potential conflicts through regular monitoring of the Clients' portfolios for consistency with the Clients' objectives, strategies and target capacity. The Adviser and its related persons generally do not make commitments in the same securities as recommended to the Clients other than through their investments in the Clients and through Burford's proprietary investments described above. Subject to the Code, which restricts the ability of access persons and other Burford employees to trade any Reportable Security (as that term is defined in the Code), access persons may carry on investment activities for their own account or for others.

The Adviser may be subject to conflicts relating to its selection of third-party service providers for the Clients, including prime and other brokers, banks, administrators, vendors and other service providers. Such third-party service providers have provided services that are beneficial to the Adviser, but not necessarily beneficial to the Clients, such as certain capital introductions. Such services and relationships may influence the Adviser's selection of service providers. In addition, a Fund may commit alongside certain service providers in particular commitment opportunities or otherwise make commitments in which such service providers have a direct or indirect interest, which may influence the decisions made by the Adviser with respect to certain commitments. Some service providers may be global firms with affiliated banking, asset management or other financial advisory divisions, and may have various relationships with employees including providing personal services such as lines of credit, banking, advisory, investment, tax or accounting services. The Adviser selects third-party service providers for the Funds based on a number of relevant factors including qualifications, price, reputation and reliability, among others. Also, the Adviser has adopted policies and procedures to mitigate such conflicts via its Code, which sets forth a standard of business conduct that takes into account the Adviser's status as a fiduciary and requires access persons to place the interests of the Clients and their Investors above their own interests and those of the Adviser.

Access persons and other Burford employees are prohibited from trading, either personally or on behalf of others, in securities while in possession of material non-public information regarding these securities or communicating material non-public information to others.

## **Item 12 – Brokerage Practices**

The Clients primarily make commitments in private litigation finance or other private legal or regulatory finance assets; research and brokerage arrangements typical to securities exchange transactions do not apply to these types of commitments. However, the Adviser may from time to time use Client funds to pay various intermediaries for helping to source or facilitate certain Client commitments. When this is the case, the Adviser will take steps to ensure that any fees paid to such intermediaries are market appropriate. The Adviser also invests in public securities in connection with legal claims. In connection with those investments, the Adviser has entered into brokerage arrangements to execute those transactions. The Adviser seeks best execution with respect to all types of Client transactions, and it selects broker-dealers and evaluates the reasonableness of their commissions on this basis.

During the course of the brokerage relationship, the Adviser may receive customary research from the Adviser's executing broker-dealers that the Adviser believes are generally made available to other users of such broker-dealers. The Adviser does not direct Client trades to such broker-dealers in order to receive this research. However, any research provided to the Adviser by a broker-dealer is reviewed to ensure compliance with Section 28(e) of the Exchange Act.

The Adviser will typically aggregate a Client's securities transactions with those of other Client trades that are being made simultaneously in the same security. Each Client will pay its proportionate share of the total commission and pay or receive its proportionate share of the total cost or sales proceeds. All Clients will participate at the average purchase or sale price and no Client will be favored over another.

### **Item 13 – Review of Accounts**

The Adviser continuously reviews the portfolios with regard to investment policy, the suitability of the investments used to meet policy objectives, and the investment objectives of the Clients. The portfolios are reviewed frequently to evaluate and assess, among other things, investment performance, sensitivity to market changes and whether the Clients continue to meet certain established investment criteria.

Investors generally receive unaudited capital summary reports at least semi-annually and receive audited financial statements within 120 days of the end of the fiscal year. In addition, Investors in each Fund generally receive quarterly updates.

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

For a general discussion of fees and compensation, see Item 5. The Adviser receives compensation in the form of management fees paid by the Investors as well as performance- based compensation. The Adviser receives no economic benefit from non-clients but from time to time, the Adviser may enter into arrangements pursuant to which it compensates third-party promoters for referrals that result in a potential investor becoming a limited partner in a Fund. All such third-party promoters engaged by the Adviser will be registered broker- dealers.

Additionally, the cost of any fees and expenses payable to any third-party promoter will be borne entirely by the Adviser and not by any limited partner. While in the past the Adviser has engaged the services of a third-party promoter to solicit limited partners, no such third-party promoter was engaged during 2022.

### **Item 15 – Custody**

The Adviser and each of the General Partners, or affiliates, are deemed to have custody of certain Client's assets. For such Clients, the Adviser maintains custody of Client assets in compliance with applicable rules and regulations.

The Adviser utilizes the services of unaffiliated banks / qualified custodians, and to ensure compliance with

Rule 206(4)-2 under the Advisers Act, the Adviser has arranged for the Clients to be audited in accordance with U.S. Generally Accepted Auditing Standards (GAAS) by an independent public accountant registered with, and subject to inspection by the Public Company Accounting Oversight Board, on an annual basis, and ensures that all Investors in the Clients are provided with copies of these audited financial statements within 120 days of the end of the Clients' respective fiscal years (i.e., generally by April 30), prepared in accordance with U.S. Generally Accepted Accounting Principles (GAAP).

Investors should carefully review the Clients' audited financial statements.

## **Item 16 – Investment Discretion**

The Adviser has discretionary authority to manage the Clients. The Adviser is authorized to make purchase and sale decisions for the Clients.

Item 8 above describes the Clients' investment strategies and further detail is found in the governing documents applicable to the relevant Client. Investors do not have the ability to impose limitations on the Adviser's discretionary authority. Prospective investors are provided with a private placement memorandum or other governing documentation prior to their investment and are encouraged to carefully review the private placement memorandum and other governing documents, together with all other relevant offering materials, and to be sure that the proposed investment is consistent with their investment goals and tolerance for risk. Prospective investors should also consult with their legal, tax or other advisors prior to making any investment. Prospective investors must also execute a subscription agreement for each Fund investment, in which they make various representations, including representations regarding their suitability to invest in a high-risk investment pool. Further, Investors must execute the limited partnership agreement for the applicable Fund, or otherwise be bound by the limited partnership agreement's terms.

A limited partner may impose limitations on the Adviser's authority and the Adviser may choose to accept reasonable limitations or restrictions at its discretion. For example, in connection with its subscription in a Fund, one limited partner has restricted the Adviser's ability to make commitments where a company in a certain industry is an adverse party in the underlying litigation. Such limitation is evidenced in a side letter.

From time to time, and outside of the shared mandate between pre-settlement Funds discussed in Item 10, the Adviser may be presented with commitment opportunities that would be suitable for more than one of the Clients operated by the Adviser or advisory affiliates of the Adviser. In determining which investment vehicles should participate in such commitment opportunities, the Adviser and its affiliates are subject to conflicts of interest among the investors. The Adviser attempts to resolve these conflicts of interest in light of its obligations to investors and attempts to allocate commitment opportunities among investors in a fair and equitable manner in accordance with governing documents applicable to the relevant Client. Where necessary, the Adviser may consult with and/or receive consent to conflicts from the requisite percentage interest of Investors in or an advisory board consisting of Investors in the applicable Funds and/or other private fund advisory clients. As noted above, certain Funds will also commit alongside Burford in commitments that are within both parties' respective investment mandates, in accordance with the policies described in Items 10 and 11.

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

Voting of securities is not applicable to most Clients' commitments. However, in the case of investments in public securities, the Adviser has authority to vote but will generally abstain from voting in securities in the relevant Client investments that are held either directly or indirectly. There may be instances where abstaining from voting may not be in the best interest of the Client, however, and the Adviser will vote in accordance with its proxy voting policies and procedures. Investors may obtain a copy of the Adviser's

proxy voting policies and procedures and/or information about how the Adviser has voted a Client's securities by contacting its Chief Compliance Officer, at (312) 757-6070 or emailing us at [compliance@burfordcapital.com](mailto:compliance@burfordcapital.com).

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

There are no financial conditions that are reasonably likely to impair the Adviser's ability to meet contractual commitments to its Clients.

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

Not applicable.