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**Item 1 – Cover Page**

**Form ADV Part 2A: Brochure**

**HFR Investments, LLC**

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25<sup>th</sup> Floor  
Chicago, Illinois 60606  
312-327-0430

March 9, 2023

This Brochure provides information about the qualifications and business practices of HFR Investments, LLC (“HFR”). If you have any questions about the contents of this Brochure, please call 312-327-0430 or email [compliance@hfr.com](mailto:compliance@hfr.com). The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission (“SEC”) or by any state securities authority.

Registration does not imply any level of skill or training. Additional information about HFR is available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). This Brochure was filed with the SEC electronically on the Investment Adviser Registration Depository (IARD) system.



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## **Item 2 – Material Changes**

This Brochure dated March 9, 2023, is an annual amendment to HFR's Brochure dated September 9, 2022. Any material changes will be noted here.

- HFR's advisory section has been updated to reflect the service agreement between HFR and its affiliate HFR Asset Management, LLC.

This document has been updated in its entirety. Please read all sections.

## Item 3 -Table of Contents

Item 1 – Cover Page .....	i
Item 2 – Material Changes .....	ii
Item 3 -Table of Contents.....	iii
Item 4 – Advisory Business .....	1
Item 5 – Fees and Compensation .....	4
Item 6 – Performance-based Fees and Side-by-Side Management.....	5
Item 7 – Types of Clients .....	6
Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss.....	6
Item 9 – Disciplinary Information.....	7
Item 10 – Other Financial Industry Activities and Affiliations .....	8
Item 11 – Code of Ethics .....	9
Item 12 – Brokerage Practices .....	10
Item 13 – Review of Accounts .....	12
Item 14 – Client Referrals and Other Compensation.....	12
Item 15 – Custody .....	13
Item 16 – Investment Discretion.....	13
Item 17 – Voting Client Securities .....	13
Item 18 – Financial Information.....	14
Anti-Money Laundering Program.....	14
Business Continuity .....	14
Cyber Security Risk.....	15
Class Action Lawsuit Policy .....	15
Error Correction Disclosure.....	16
Block Trading Policy .....	16
Privacy Policy .....	17
Form ADV Part 2B.....	23

## **Item 4 – Advisory Business**

### About the Firm:

HFR Investments, LLC (“HFR”), a Delaware Limited Liability Company, is a minority-owned and-operated company of HFR Asset Management, LLC (“HFRAM”) (CRD: 111705). HFR offers non-discretionary investment advisory services to U.S. and non-U.S. investors in traditional and alternative investment strategies to the clients of its affiliate HFRAM, pursuant to an agreement between HFR and HFRAM (“Services Agreement”).

### About HFR:

Joseph G. Nicholas founded Hedge Fund Research, Inc., a global provider of hedge fund indices, research, and data in 1992. In January of 2020, Michael Arenibar (following 15 years with HFRAM) founded and launched HFR, a minority-owned investment adviser established with the vision of bringing diversity and ESG initiatives to hedge funds and investment products sub-advised by HFR. HFR is an affiliate of HFRAM.

### Ownership:

HFRAM owns 49% of the company. HFRAM’s managing member is HFR Group, LLC, a company wholly owned by Joseph G. Nicholas.

ESG-MA, LLC, a Delaware limited liability company owns 51% of the company. ESG-MA, LLC is owned by Michael Arenibar. Mr. Arenibar is President of HFR Asset Management, LLC.

HFR's Advisory Services:

HFR provides non-discretionary advisory, co-advisory, and other services such as FX, and cash management services to its affiliate, and the client accounts of its affiliate, HFRAM. HFRAM is the investment adviser to single manager and multiple manager trusts structured as managed accounts (the "HFR Managed Account Platforms"). The HFR Managed Account Platforms consists of separately managed accounts domiciled in Bermuda, Ireland, or another client directed jurisdiction. Additionally, HFRAM provides investment services to client dedicated portfolios, multimanager portfolios, and index tracker funds.

HFR, pursuant to a Services Agreement between HFR and HFRAM, performs the following services and other services as agreed between HFR and HFRAM from time to time (collectively, "Services"): (i) obtain and provide research, trading, trade and market data, other market and industry intelligence, trade or transactional and related analytics and due diligence, trade processing, trade reconciliation and other investment-related and investment support services, including FX trade support; (ii) prepare and negotiate trading and other counterparty, prime broker (or other broker) agreements and investment-related documentation of any kind; (iii) provide investor-related tax, valuation and reporting services, and monitor compliance with side letters, if any, with respect to any person or entity whose investment or trading activities are directed by HFRAM; (iv) provide administrative and clerical (*i.e.*, non-broker-dealer) services in connection with HFRAM's assistance in the offering of equity interests in any client of HFRAM; (v) provide accounts payable and general banking and cash management services for HFRAM's client accounts; (vi) maintain banking accounts; (vii) keep the books, records and ledgers of the operating expenses and trading accounts; (viii) prepare or obtain notices, reports, financial statements and other written materials as reasonable requested by HFRAM; (vi) provide regulatory compliance services and filings; (x) engage and/or cooperate with auditors and tax preparation specialists; (xi) obtain, provide and maintain insurance coverages; (xii) provide investor relations services; and (xiii) provide all such other services as HFRAM may from request. as part of its investment and advisory services

HFR's Assets Under Management (Net AUM\*) and total number of accounts (December 31, 2023):



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	U.S. Dollar Amount	Total Number of Accounts
Discretionary:	(a) \$0.00	(d) 0
Non-Discretionary:	(b) \$753,182,379	(e) 1
Total:	(c)\$ 753,182,379	(f) 1

\* Net AUM represents the total investor capital managed on a net basis by HFR.

#### HFRAM Managed Account and Fund Platform (HFRAM Platform):

HFR may create single or multi-manager products on the HFRAM Platform which is sponsored by its affiliate HFRAM. The HFR Platform is intended to offer a range of diversified separately managed accounts (each, a “Trust” and collectively, the “HFR Platforms”), structured as Bermuda Unit Trusts, or Irish Unit Trusts, that would cover a broad range of strategies including equity hedge, event driven, macro/CTA, and relative value arbitrage. HFR will add or change these strategies over time. Additionally, HFR will add or remove Trusts based on demand. As of March 1, 2023, there are no HFR Platforms currently managed by HFR.

All Trusts will be established to operate under an independent custodian, trustee, and administrator. The custodial structure ensures transparency and mitigates the risk of manager fraud and losses due to style drift. HFR offers investors the opportunity to enhance hedge fund portfolios by providing investors with style verification, monthly (and in some cases weekly) liquidity, daily performance estimates, and exposure information such as leverage, hedge ratios, and concentrations. The HFR Platform offers monthly liquidity with no lock-up, generally upon fifteen (15) business days’ prior written notice to the administrator with up to sixty (60) days’ notice for certain less liquid strategies. Certain Trusts provide weekly liquidity, as set forth in the applicable Offering Memorandum or Prospectus.

#### HFRX Tracker Funds:

HFR will work with HFRAM on behalf of HFRAM’s clients to develop and manage non-discretionary fund of fund portfolios including index tracking vehicles designed to track hedge fund indices sponsored by Hedge Fund Research, Inc. Fund of fund portfolios typically will invest directly in third party funds or Single Manager Trusts on the HFR Platform. Index tracker vehicles will invest in the same third-party funds that are constituents of the index it is designed to track and follow a rule based quantitative methodology as indicated by the index it tracks. HFR will provide certain of HFRAM’s clients and investors different terms based on the nature of the account. Different terms will be negotiated without sending notice or receiving consent from existing investors. These differences will include higher, lower, or no management fee or incentive allocation, different liquidity terms, or transparency. Additional examples of the different terms can be found in the funds’ Confidential Offering Memorandum.

#### Customized Advisory Services:



HFR's investment services to HFRAM on behalf of its clients include advisory and co-advisory in traditional and alternative strategies, hedge fund consulting, portfolio construction, product development, transition management, tactical allocation, trading, and risk management. Particularly, these services will focus on Environmental, Social, Governance and Diversity & Inclusion strategies.

HFR will offer customized strategies, custom investable index products, and other custom services to meet the objectives of HFRAM's clients and any future HFR clients. These customized services are tailored to specific investment policies and guidelines of such clients. The services include sourcing and onboarding managers to adhere to the investment policies and restrictions of each specific client portfolio.

#### Bespoke Managed Account Platform:

HFR will work with institutions to develop and manage bespoke managed account platform programs. HFR provides dedicated or white label options of segregated or co-mingled structured managed accounts across multiple trading strategies. The program is highly customizable to suit the needs of the institution. Typically, the institution will determine the investment program with the ability to select and direct key elements of the platform including investment vehicle type and jurisdiction, investment manager, fund managers, liquidity, due diligence requirements, investment guidelines, 360° reporting, financing, leverage, administrator, and counterparties.

### **Item 5 – Fees and Compensation**

HFR's operating costs and expenses are paid for by its affiliate HFRAM for the Services provided under a Services Agreement between the two firms. These expenses, without limitation, include: trader, employee and agent compensation and benefits (including without limitation performance-based compensation, signing bonuses, discretionary bonuses, and other incentives); the acquisition cost of fixed assets; leasehold improvements; depreciation; office rent; information systems; software development and licensing; litigation and settlement expenses; research; communications equipment; quotation services; insurance; recruiting expenses (including payments to third-party recruiting agencies); transportation and other overhead expenses (all of the foregoing costs and expenses identified as well as all related costs and expenses, the "Expenses").

Any unaffiliated client that may engage HFR for its advisory services will pay HFR's management fee for advisory and co-advisory services which range from 0% - 1%. The management fee charged to a Trust that hires HFR for advisory services through the HFRAM





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Platform will generally be between 0% and 3.50 % per year, accrued each valuation day, and payable monthly or quarterly in arrears as agreed between HFR and each client. HFR may waive or adjust the management fee, incentive fee or fund expenses charged to investors.

The fees payable by an investor in respect of Customized Advisory Services or a Customized Portfolio may be negotiated on a case-by-case basis. Such fees may differ from the management and incentive fees charged by HFR, its affiliate for the HFR Managed Account Platform or fund of funds. All or a portion of the fees payable by investors for these services may, in HFR's discretion, be waived or modified for investors for a specified time frame or indefinitely.

This Brochure is delivered only to qualified purchasers as defined in section 2(a)(51)(A) of the Investment Company Act of 1940.

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

HFR does not charge and does not receive a performance-based fee from HFRAM or from and HFRAM client to which it provides services.

Fees based on the performance of a portfolio could create an incentive for the Trading Manager to choose riskier or more speculative underlying investments than would otherwise be selected.

### **Item 7 – Types of Clients**

HFR offers or provides investment advisory and investment management services to its affiliate HFRAM on behalf of HFRAM's clients pursuant to a Services Agreement with HFRAM, to hedge fund vehicles structured as exempt investment companies under section 3(c)(7) of the Investment Company Act of 1940 who are clients of HFRAM, and to pooled investment vehicles or institutional managed accounts.

HFR typically requires a minimum of \$15 million for a separately managed account to be opened. Smaller accounts may be opened at HFR's discretion.

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

HFR conducts a series of evaluations on third party Trading Managers being considered for funding on a commingled account on the HFR and HFRAM Platform. HFR screens Trading Managers based on: (i) the size and efficiency of assets managed; (ii) performance relative to the Trading Manager's peer group; (iii) outlook for the hedge fund strategy employed; (iv) reputation; (v) acceptable compensation plans, including appropriate incentives; (vi) transparency of position information; (vii) liquidity; (viii) availability for strategy review sessions; and (ix) the degree to which the Trading Manager complements and balances HFR's existing Single Manager Trust. HFR may conduct a more extensive due diligence

review of each Trading Manager prior to funding and may evaluate, among other things, qualitative and quantitative factors indicative of stability and representative performance for the relevant investment approach. Quantitative factors assessed and reviewed include a Trading Manager's rate of return, standard deviation of return, risk adjusted returns, correlation with various market indices and with other Trading Managers, performance compared to its peer group, worst period of loss, proprietary style analysis, fees, assets under management, business structure, regulatory registrations and examinations, trading procedures, and compliance program. Qualitative factors assessed and reviewed may include a Trading Manager's investment process, sources of investment ideas, talent, research methodology, valuation methodology, risk management techniques, personal investment, method of operation, organization and staff, background, and liquidity.

### Trading Managers

From time to time, a prospective investor may bring to HFR, a Trading Manager they are interested in funding. In a similar manner, a Trading Manager may bring to HFR, a prospective investor interested in investing through a managed account structure rather than a direct investment into the Trading Manager's fund. The investment platform of HFR's affiliate HFRAM (the "HFRAM Platform") is structured to accommodate both scenarios, and may offer a partial due diligence process in the case where an investor has already vetted the Trading Manager and has indicated they do not wish HFR to perform full due diligence. In this case, HFR will conduct due diligence based on the materials provided and provide its own checks to satisfy its fiduciary obligations. These onboarding managers are generally client dedicated and are not open for investment by other HFR investors.

Investing in securities involves risk of loss that HFR's and HFRAM's clients should be prepared to bear. HFR's and HFRAM's clients could lose money by investing in hedge fund and alternative strategies. The Confidential Offering Memorandum discusses the risk factors that are specific to an investment in each Single Manager Trust. Please read the Confidential Offering Memorandum and Appendix for information specific to each Trust.

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

HFR has no information to report for this Item.

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

It is anticipated that HFR may establish funds in different structural forms and in different jurisdictions for its products or as directed by HFRAM. Interests in the Single Manager Trusts, and fund of hedge funds are sold on a private placement basis, and to qualified purchasers, as explained in the specific funds Confidential Offering Memorandum.

HFR's members are HFRAM whose parent company is HFR Group, LLC, a Delaware limited liability company whose managing member is Joseph G. Nicholas and MA- ESG, LLC whose managing member is Michael Arenibar. The managing member of HFR Group, LLC controls Hedge Fund Research, Inc., a company that has several business lines in data, research and indexation. The Hedge Fund Research, Inc., business lines are as follows:

- HFR Research, LLC is a company that produces and licenses the HFR database composed of hedge fund and alternative fund performance.
- HFR Index, LLC is a company that produces, distributes, and licenses HFR benchmarks.
- HFR Risk Premia Analytics, LLC is a company administering the HFR Bank Systematic Risk Premia Indices, a family of indices efficiently delineated along a nested matrix of established risk premia asset types and strategies.
- HFR Index Administration, LLC is a company providing a full range of customized Investable Indices for financial institutions.

Third Party Trading Managers funded or made available for funding, on the HFRAM Platform may separately purchase services directly from Hedge Fund Research, Inc., which include subscriptions to the HFR database, research subscriptions to HFR's global industry reports, or software subscriptions to HFR's Index Scope reports. These services are data services and are separate from HFR.

## Item 11 – Code of Ethics

HFR has adopted a Code of Ethics for all employees of the firm. The Code of Ethics includes provisions relating to employee standards of conduct, personal trading, conflicts of interest, political activities, and HFR’s gift and entertainment policy.

HFR’s standard of conduct requires, among other things, that employees place the interests of HFR clients and the unit holders of each trust first, avoid any actual or potential conflicts of interest, and comply with applicable provisions of the federal securities laws and the policies and procedures established by HFR.

(b) No Adviser Personnel shall purchase or sell any security in which he or she has, or by reason of such transaction acquires, any beneficial ownership and which to his or her actual knowledge at the time of such purchase or sale:

(1) is being considered for purchase or sale by any HFR Fund (if such knowledge exists);  
Or

(2) is being purchased or sold by any HFR Fund (if such knowledge exists) until either the HFR Fund’s transactions have been completed or consideration of such transactions is abandoned.

(b) No Adviser Personnel shall reveal to any other person (except in the normal course of his or her duties on behalf of a Client) any information regarding securities transactions by a Client or consideration by a Client or the Adviser of any securities transactions, other than information that is contained in reports to shareholders of the Client or otherwise is publicly available.

HFR does not engage in “principal” trading for its own account and does not “agency cross trade” between funds on the HFRAM Platform. However, HFR may authorize a Trading Manager to engage in regular cross trades between the Single Manager Trust and a Trading Manager’s funds or other managed account(s). There are no commission costs associated with these transactions from the Trading Manager or HFR. Typically, HFR will make this accommodation to allow the third-party Trading Manager to rebalance the Single Manager Trust’s securities portfolio in an effort to maintain *pari passu* exposure with the Trading Manager’s other hedge fund(s). HFR requires prior notice from the Trading Manager before any cross trade. In addition, HFR may require regular cross trades to be independently priced, and to receive evidence of the closing valuation.

A copy of the HFR's Code of Ethics is available to clients or prospective clients upon request. An email can be sent to [compliance@hfr.com](mailto:compliance@hfr.com) or [marenibar@hfr.com](mailto:marenibar@hfr.com) to request a copy.

Additionally, to send a complaint to HFR, write to HFR Investments, LLC, Attention: Compliance Department, 110 North Wacker Drive, 25<sup>th</sup> Floor, Chicago, IL 60606 .

## **Item 12 – Brokerage Practices**

### **Counterparty/Broker Selection**

In selecting a counterparty/broker-dealer to execute trades on behalf of clients, HFR will seek to obtain “best execution” for client transactions (i.e., the most favorable price and execution). In seeking best execution, HFR is not obligated to choose the counterparty offering the lowest available commission rate if, in HFR's or the Trading Managers reasonable judgment, (i) there is material risk that the overall cost to purchase securities will be higher or the proceeds from the sale of securities will be lower; (ii) a higher commission is justified by the trading or research services provided by the counterparty that fall within the safe harbor of Section 28(e) of the Securities Exchange Act of 1934, as amended, or (iii) other considerations, such as the order size, the time required for execution, the depth and breadth of the market for the security, minimum credit quality considerations to transact business with a particular counterparty, or the quality of the counterparty's operations dictate utilizing a different counterparty.

### **Counterparty/Brokerage Approval Policy and Procedures**

HFR will utilize the HFRAM Platform approved Counterparties to which trading managers may use to execute client transactions. Generally, counterparties on the HFRAM Platform, in HFR's opinion, have financial stability and a positive reputation in the industry.

HFRAM Platform Trading discretion is typically delegated by HFR to the Trading Manager of each Single Manager Trust. However, HFR retains the right to make trading decisions and to remove the Trading Manager if necessary. HFR in its discretion or in the direction from the client, HFR may choose not to appoint a third-party trading manager for a Single Manager Trust, and instead HFR will make trading decisions on behalf of the Trust. HFR, in its capacity as investment manager for its funds of funds, generally selects the Single Manager Trusts (or other third-party manager funds) in which each fund of funds invests

or reinvests. Certain fund of funds, in addition to investing in Single Manager Trusts, may invest directly in security positions. In such cases, securities transactions are executed by brokers selected by HFR in its sole discretion. Subject to HFR's right to approve all brokers and dealers used by the Single Manager Trusts, the Trading Managers select broker-dealers used for transactions in securities bought and sold on behalf of the Single Manager Trusts and may negotiate commission rates for such transactions pursuant to the authority granted under the Trading Manager Agreements. HFR makes this accommodation to allow the Trading Manager to trade the SMT's assets in the same manner as the trading manager's other fund(s). Each Single Manager Trust is a segregated managed account and any cash or securities movement is initiated by HFR and authorized by the custodian or trustee. In negotiating commission rates, the Trading Manager and/or HFR will take into account the financial stability and reputation of the broker, the quality of the investment research, special execution capabilities, clearance, settlement, custody, recordkeeping, and other services provided by such broker. The Trading Managers are not required to allocate either a stated dollar or stated percentage of their brokerage business to any broker for any minimum time period, and the Trading Managers will review such relationships from time to time. A Single Manager Trust may pay a higher commission to an executing broker than otherwise may be obtainable from other brokers in return for services only if a good faith determination is made that the commission is reasonable in relation to the services provided.

#### Directed Brokerage

HFR does not enter, or direct Trading Managers to enter, into any directed brokerage agreements under which securities transactions for the Single Manager Trusts or fund of funds are directed to a broker-dealer in consideration for the promotion or sale of units issued by the Single Manager Trust or fund of funds.

#### Soft Dollars

HFR does not have any soft dollar arrangements with broker-dealers. However, the Trading Managers may have soft dollar arrangements with broker-dealers. A direct "soft dollar" arrangement is an arrangement under which products and/or services, other than execution of transactions, are obtained from or through a broker-dealer in exchange for the transactions being effected through such broker-dealer. Each Trading Manager may enter into "soft dollar" arrangements with broker-dealers through which the relevant Single Manager Trust conducts its trading activities. The investment information and soft dollar benefits received from brokers may be used by the Trading Manager in servicing other



accounts, and not all such information and soft dollar benefits may be used by the Trading Manager for the benefit of the Single Manager Trust. The Trading Manager may derive substantial direct or indirect benefit to the extent the Trading Manager uses “soft dollars” to pay for expenses which the Trading Manager would otherwise have been required to pay.

Generally, these soft dollar arrangements are within the “safe harbor” provided by Section 28(e) of the Securities Exchange Act of 1934, as amended, or in compliance with the laws or rules of the regulatory authority having jurisdiction over the Trading Manager and/or brokerage firm. As set forth in each applicable Trading Manager Agreement, certain Trading Managers may be allowed to receive certain products or services from brokerage firms which are outside the “safe harbor” of Section 28(e). Typically, HFR will make this accommodation to allow the Trading Manager to trade the Trust’s assets in the same manner as the Trading Manager’s other hedge fund(s).

### **Item 13 – Review of Accounts**

HFR’s clients’ accounts, including the accounts of HFRAM’s clients’ accounts, are reviewed daily by an analyst to ensure compliance with a predefined set of investment guidelines and to monitor conformance to investment strategies and exposures.

Unaudited performance and risk reports are available to clients by HFR on a daily basis by contacting HFR. Unaudited monthly statements of the net asset value of an HFRAM’s client’s fund interests are provided by the fund administrator, MUFG Fund Services (Bermuda) Limited, and MUFG Fund Services (Ireland) Limited (the, “Administrators”). Certain investors that have investments in funds on the HFRAM Platform operating under CFTC Regulation 4.7 receive account statements from the Administrator. Additionally, annual audited financial reports are provided to investors by the Administrator.

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

HFR may have direct or indirect referral arrangements whereby HFR pays a portion of its fees to a third party in exchange for services and client introductions. While the specific terms of each arrangement may differ, referral arrangements do not increase the referred

client's fees beyond that which HFR would otherwise charge the referred client for its investment management services. The cost of these referral fees are paid entirely by HFR and are not borne by the referred client.

### **Item 15 – Custody**

HFR does not have custody of any of HFRAM's client assets and does not have the ability to withdraw assets from HFRAM's clients' accounts. The HFRAM Platform has been designed so that an independent trustee is the legal owner and custodian of HFRAM client assets. Any clients of HFR engaged on the HFRAM Platform will be similarly structured with an independent trustee as legal owner and custodian of the client's assets.

### **Item 16 – Investment Discretion**

HFR (or one of its affiliates) will generally have investment discretion over its HFRAM's client accounts but may also provide non-discretionary investment advisory services.

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

HFR has non-discretionary authority with respect to the accounts of HFRAM's clients. With respect to client portfolios managed by HFR, HFR will vote proxies in a manner that either maximizes shareholder value, maximizes social impact or in such a manner that otherwise is in the best interest of portfolio objectives.

Each Trading Manager that is registered as an investment adviser under the Investment Advisers Act of 1940, as amended, is required to comply with Rule 206(4)-6 which addresses an adviser's fiduciary responsibilities in connection with proxies. Such responsibilities include the following:

1. adopting written policies and procedures reasonably designed to ensure that it votes in the best interests of HFRAM's clients;
2. disclosing those policies and procedures to HFRAM's clients;
3. notifying its clients on how the adviser voted proxies
4. maintaining certain books and records in connection with the voting of proxies

Upon request, HFR will use its best efforts to obtain proxy votes with respect to a third-party Trading Manager.

## **Item 18 – Financial Information**

HFR does not require or solicit prepayment of fees. HFR has no financial commitment that impairs its ability to meet contractual and fiduciary commitments to clients and has not been the subject of a bankruptcy proceeding.

## **Item 19 – Additional Information**

### Anti-Money Laundering Program

HFR has an anti-money laundering program to prevent the funding of terrorism and money laundering activities. Through its fund administrators, HFR checks existing and prospective investors against domestic and international sanction lists, including the Department of the Treasury’s Office of Foreign Assets Control (“OFAC”), to determine whether prospective and current investors appear on such lists. The administrator requests certain information and documentation from investors in order to confirm their identity. Depending on the circumstances, applicable law, rules, or regulations may require HFR or the administrators to provide certain information (e.g., currency transaction reports or suspicious activity reports) to governmental agencies and may prevent HFR or the administrators from disclosing its actions to its clients and prospective clients.

### Business Continuity

HFR has a business continuity plan (“BCP”) that provides for recovering its critical business functions in the event of a disaster. In summary, the BCP is designed to quickly establish an off-site back-up facility allowing HFR to safeguard employees’ lives, communicate with employees and investors; ensure safekeeping of funds and securities; and resume investment management and monitoring functionality. Depending on the nature and severity of the disaster, and if HFR determines a Significant Business Disruption (“SBD”)

has occurred, HFR would activate its BCP service providers and establish an offsite facility as needed.

### Cyber Security Risk

With the increase of cyber security incidents affecting many companies, HFR is susceptible to operational, information security, and related cyber risks. HFR has implemented a cyber security policy that describes the technology and informational assets that we must protect from any threats to those assets. It also describes the user's responsibilities and privileges and contains procedures for responding to incidents that threaten the security of the HFR's computer systems and network. Cyber-attacks include, but are not limited to, gaining unauthorized access to systems (e.g., through "hacking" or malicious software coding) for purposes of misappropriating assets or sensitive information, corrupting data, or causing operational disruption. Cyber incidents affecting HFR or its service providers could cause disruptions and will impact business operations.

### Class Action Lawsuit Policy

HFR has engaged a third-party vendor, Securities Class Action Services, LLC ("ISS"), to provide research and filing of any Class Action Claims on behalf of the Trusts. ISS has access to a variety of resources including Securities Class Action databases and receives information on currently pending and historical securities-related class action lawsuits and SEC settlements. The following procedures shall be applicable with respect to any proceeds received as a result of a Trust's participation in a Class Action Claim:

- (i) if the Trust is in operation when such proceeds are distributed, such proceeds will be added to the assets of the Trust; and
- (ii) If the Trust is not operating when such proceeds are distributed or the final NAVs have been struck, such proceeds will be retained by the Adviser, unless the Adviser (in its sole discretion) determines that the circumstances of the case warrant a special distribution of such proceeds to former investors.

### Error Correction Disclosure

Errors for transactions executed on behalf of the Single Manager Trusts for which HFR acts as investment manager or for other HFR clients may occasionally occur. Errors can result from a variety of situations and include (i) selling or buying the wrong asset, (ii) selling or buying the incorrect amount, (iii) selling or buying for the wrong account, or (iv) selling or buying an asset or amount of an asset that results in the violation of a client or regulatory restriction. Errors may result in a loss or a gain. Errors do not include intentional acts, errors related to the investment selection decision, or errors that are detected and corrected prior to settlement.

To the extent an error is caused by the counterparty or broker, HFR will attempt to recover any losses due to such error from such party, and to the extent that the entire loss is not recovered from the counterparty or broker, HFR will not make up the deficiency. To the extent that HFR determines that it is responsible for an error, HFR will seek to resolve the error on a fair and equitable basis with the client and other related parties. This may include payment by HFR to the client. A client will be notified of any material errors that occur in its account.

### Block Trading Policy

HFR does not engage in block trading. If HFR delegates trading authority for a Single Manager Trusts to a third-party Trading Manager, these trading managers may implement block trades if they believe the purchase or sale of a security is in the best interest of the Single Manager Trust. Trading Managers are required to ensure that (i) the Single Manager Trust receives substantially similar treatment as the Trading Manager's other accounts including commission rates and cost of margin, (ii) investment opportunities are allocated equitably between the Single Manager Trust and the Trading Manager's other accounts in order to ensure that the Single Manager Trust and the Trading Manager's other fund have equal access to the same quality and quantity of investment opportunities, and (iii) trades are allocated on a basis that is fair and equitable, with neither the Single Manager Trust nor the Trading Manager's other accounts receiving preferential treatment over the other or being disadvantaged by the aggregation, placement or allocation of trades. Each Single Manager Trust is governed by the principle of fair allocation of investment opportunities.

## Privacy Policy

This notice sets out details of how and why and third parties acting on our behalf collect and process personal information in connection with investments in the HFR funds. This notice explains what personal data is collected, the purposes for which it is used, the third parties to whom it may be disclosed and how individuals can exercise their rights in relation to their personal data.

This notice applies to the collection and processing of personal information relating to any individual investor in the HFR fund and personal information relating to individuals associated with corporate investors in the HFR fund.

### Personal Data that We Collect and Process

We collect personal data relating to you that is provided to us in the Investor Subscription Agreement and in connection with our dealings with you or your company in relation to investments in the HFR fund, including your name, signature, postal address, email address, fax number, date of birth, and other contact details.

We may also collect personal data relation to you in connection with ensuring compliance with our legal obligations including your passport number; photographic identification and verification such as copies of your passport; and address verification. For the purposes of carrying out due diligence, we may also collect information relating to your status as an ultimate beneficial owner of an entity or as a politically exposed person.

We may collect and process personal data relating to you in connection with our ongoing relationship with you or your company, such as via correspondence and calls, and in connection with our administration of you or your company's investment in the Fund. We may record telephone calls for the purposes of record keeping, security, and training.

In addition, we may collect personal data relating to you from third-party sources in connection with complying with legislation relating to anti-money laundering, taxation, and other legislation applicable to investment funds.

We require you to complete the mandatory fields identified in our Investor Subscription Agreement for the purpose of entering into a contract with you or your company. Please note that some of the information required by our application forms is necessary in order for us to administer your or your company's investment in the HFR fund and if you or your

company do not provide us with these required details, we may decline your or your company's application to become an investor.

#### Purposes of Processing and Legal Basis

Personal data that you or your company provides in the Investor Subscription Agreement, or that we otherwise obtain in relation to you, will be processed for the following purposes:

- processing your or your company's application to become an investor;
- establishing your identity, and providing, servicing, and administering your or your company's investment;
- complying with our legislative and regulatory obligations in connection with our dealings with you or your company, including applicable law regarding anti-money laundering, taxation, the regulation of collective investment schemes, or the provision of financial services;
- for direct marketing purposes, subject to any preferences you communicate to us;
- if applicable, processing the fact that you are a politically exposed person, to comply with applicable legal obligations;
- to communicate with you by way of notice pursuant to applicable legislation or the Fund's constitutional document;
- maintaining appropriate business records, including maintaining appropriate registers of shareholders;
- statistical analysis and market research;
- internal training and management of personnel;
- to respond to or evaluate any queries or complaints in relation to your or your company's investment;
- internal and external audits and, where necessary, investigations; and
- establishing, exercising, or defending legal claims;

The legal grounds that we rely on to process your personal data are:

- that this is necessary to comply with our legal obligations;
- that this is necessary for the purposes of our legitimate interests or the legitimate interests of a third party to whom we provide your personal data. We will not process your personal data for these purposes if our or the third party's legitimate interests should be overridden by your own interests or fundamental rights and freedoms. The legitimate interests pursued by us in this regard include:
  - conducting our business in a responsible and commercially prudent manner and dealing with any disputes that may arise;
  - preventing, investigating, or detecting theft, fraud, or other criminal activity;
  - pursuing our corporate and social responsibility objectives;
- that you are an individual investor, and this is necessary to take steps at your request prior to entering into our contract with you and for the performance of our contract with you.

#### Recipients of Data

We may disclose your personal data to various recipients in connection with the above purposes, including:

- to MUFG Fund Services (Ireland) Limited, MUFG Fund Services (Bermuda) Limited, or SS&C Financial Services, the fund Administrators;
- to Butterfield Trust (Bermuda) Limited or SMT Trustees (Ireland) Limited, the custodians of the Funds;
- to HFR Asset Management L.L.C., the investment manager of the HFR funds (the "Investment Manager");
- to HFR Investments, LLC, the investment adviser of the HFR funds (the "Investment Adviser")



- to the Revenue Commissioners and other tax authorities as required by applicable law, including FATCA or CRS;
- to auditors, or other competent regulatory authorities and bodies as requested or required by law;
- to other third parties who we engage to provide services to us, such as professional advisers, auditors, and IT service providers;
- to credit reference agencies in order to carry out money laundering and identity checks and to comply with legal obligations; and
- to other members of our corporate group.

#### Transfers Abroad

In connection with the above purposes, we may transfer your personal data outside the European Economic Area, including to a jurisdiction which is not recognised by the European Commission as providing for an equivalent level of protection for personal data as is provided for in the European Union. If and to the extent that we do so, we will ensure that appropriate measures are in place to comply with our obligations under applicable law governing such transfers, which may include: (i) entering into a contract governing the transfer which contains the “standard contractual clauses” approved for this purpose by the European Commission; (ii) in respect of transfers to the United States of America, ensuring that the transfer is covered by the EU-US Privacy Shield framework; or (iii) transferring your personal data pursuant to binding corporate rules.

Further details of the measures that we have taken in this regard and the territories to which your personal data may be transferred are available by contacting us at our address set out at the beginning of this form.

#### Retention

We will retain your personal data for the duration of your or your company’s investment in the HFR funds and for such a period after the investment ends as is necessary to comply with our obligations under applicable law and, if relevant, to deal with any claim or dispute that might arise.

### Your Rights

You have the following rights, in certain circumstances and subject to applicable exemptions, in relation to your personal data:

- the right to access the personal data that we hold about you, together with other information about our processing of that personal data;
- the right to require us to rectify any inaccuracies in your personal data;
- the right to require us to erase your personal data;
- the right to request that we no longer process your personal data for particular purposes;
- the right to object to our use of your personal data or the way in which we process it; and
- where the legal basis for processing is that it is necessary for the performance of a contract with you, the right to receive your personal data, which you provided to us, in a structured, commonly used, and machine-readable format or to require us to transmit that data to another controller.

In order to exercise any of the rights set out above, please contact us at the address set out at the beginning of this form.

### Confidentiality and Security

HFR restricts access to personal information and nonpublic confidential information about its clients or investors to authorized employees who need to know in order to provide financial products or services to its clients. HFR employees are bound by a confidentiality agreement to maintain the confidentiality of this sensitive data. HFR maintains physical, electronic, and procedural safeguards to guard its clients' nonpublic personal information.

### Opt-Out Provisions

You may limit HFR and its affiliates from marketing their products or services to you based on the information that we collect. Your choice to end communications related to product updates, services, or other information deemed to be marketing will apply until you tell us



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to change your choice. If you have already made a choice to end these communications, you do not need to act again until you receive the renewal notice.

To end these communications, contact us by regular mail at the address below. Additionally, HFR provides notice of its Privacy Policy annually to its clients. Clients or prospective clients can request a copy by writing to HFR Investments, LLC, Attention: Compliance, 110 North Wacker Drive, 25<sup>th</sup> Floor, Chicago, IL 60606.

## **Form ADV Part 2B: Brochure Supplement**

**Item 1 – Cover Page**

**Michael Arenibar**

**HFR Investments, LLC**

110 North Wacker Drive

25<sup>th</sup> Floor

Chicago, Illinois 60606

Phone: 312-327-0430

March 9, 2023

This Brochure Supplement provides information about *Michael Arenibar* that supplements the HFR Investments, LLC Brochure. You should have received a copy of that Brochure. Please contact Michael Arenibar at 312-327-0430 if you did not receive HFR Investments, LLC's Brochure or if you have any questions about the contents of this supplement.

## **Item 2- Educational Background and Business Experience**

Michael Arenibar (Born 1975), President and Chief Compliance Officer

### Education:

Benedictine University, Master of Business Administration, Finance

Regis University, Bachelor of Science, Finance

### Professional Background:

HFR Investments, LLC (2019 – Present): President

HFR Asset Management, LLC (2019 – Present): President (2015 - Present): Chief Compliance Officer (2015– 2006), Director, Compliance

Shay Assets Management, Inc. (2003 – 2006): Vice President, Analyst

Bank of America Merrill Lynch (2001 – 2003): Officer, Financial Analyst - Derivatives

The Northern Trust Company (1999 – 2001): Officer, Sr. Securities Analyst

Dearborn Financial (1997 – 1999): Sr. Client Consultant

### Professional Affiliation:

Investment Adviser Certified Compliance Professional (IACCP ®)

## **Item 3- Disciplinary Information**

There is no disciplinary history to report.

## **Item 4- Other Business Activities**

There are no outside business activities to report.

## **Item 5- Additional Compensation**

There is no additional compensation to report.

## **Item 6 - Supervision**

Michael Arenibar does not report to a supervisor. You can call 312-327-0430 with any compliance matters. HFR has adopted a compliance program and Code of Ethics that governs all employees. Each company officer and employee affirm in writing that he or she has received, read, and understands the Code of Ethics and Compliance Manual.