

**DATED 28 APRIL 2021**

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**DSAM CAYMAN LP**  
**FOURTH AMENDED AND RESTATED**  
**LIMITED PARTNERSHIP AGREEMENT**

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**FOURTH AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT**

**DATED 28 APRIL 2021**

**BETWEEN** DSAM Cayman Ltd, a Cayman Islands exempted limited liability company, as general partner, and the persons named in the First Schedule to this Agreement as limited partners.

**RECITALS**

- (A) By a limited partnership agreement dated 1 April 2011 (the "Original Agreement"), DSAM Cayman Ltd, as the general partner, and James Diner, as the initial limited partner, established the Partnership on the terms set out therein, and the Partnership was registered as an exempted limited partnership pursuant to the provisions of the Partnership Law.
- (B) By an amended and restated limited partnership agreement dated 7 July 2015 (the "A&R LPA"), the Partners as at the date thereof amended and restated the Original Agreement with the intention that the A&R LPA should, with effect from such date, replace and supersede in its entirety the Original Agreement.
- (C) By a second amended and restated limited partnership agreement dated 22 December 2015 (the "SA&R LPA"), the Partners as at the date thereof amended and restated the A&R LPA with the intention that the SA&R LPA should, with effect from such date, replace and supersede in its entirety the A&R LPA.
- (C) By a third amended and restated limited partnership agreement dated 10 November 2016 (the "TA&R LPA"), the Partners as at the date thereof amended and restated the A&R LPA with the intention that the SA&R LPA should, with effect from such date, replace and supersede in its entirety the A&R LPA.
- (D) The Partners as at the date hereof now wish to make certain changes in their agreement as set out in the TA&R LPA and are therefore entering into this Agreement so as to amend and restate the TA&R LPA and with the intention that this Agreement should, with effect from the date hereof, replace and supersede in its entirety the TA&R LPA.

**WHEREBY** it is agreed as follows:

**1. DEFINITIONS AND INTERPRETATION**

1.1. In this Agreement the following expressions have the following meanings:

- "A&R LPA"** has the meaning given to that expression in the recitals to this Agreement;
- "Accounting Period"** means each period commencing on the date following a Year End Date and ending on the next subsequent Year End Date;
- "Affiliate"** means, in relation to the Partnership, any entity in which the Partnership or the General Partner

	has an ownership interest or with which it might reasonably be considered to be associated or to have a community of business interest or which might reasonably be considered to be a member of the same group of business entities as the Partnership;
<b>"Affiliate Related Profits"</b>	has the meaning given to that expression in clause 6.3.2;
<b>"Agreement"</b>	means this third amended and restated limited partnership agreement;
<b>"Capital Account"</b>	means the capital account established for each Partner in the books and records of the Partnership, as described in clause 5;
<b>"Capital Contribution"</b>	means any amount contributed to the Partnership by a Partner as his capital contribution;
<b>"Capital Losses"</b>	means those losses of the Partnership in respect of a particular Accounting Period which are of a capital nature;
<b>"Capital Profits"</b>	means those profits of the Partnership in respect of a particular Accounting Period which are of a capital nature;
<b>"Deed of Adherence"</b>	means a deed substantially in the form contained in the Second Schedule pursuant to which a person agrees to become a Limited Partner on the terms specified in that deed;
<b>"Distribution Account"</b>	means the distribution account established for each Partner in the books and records of the Partnership pursuant to clause 6.1;
<b>"DSAM Group"</b>	means the group of business entities comprising the Partnership and all of its Affiliates and "member of the DSAM Group" shall be construed accordingly;
<b>"General Partner"</b>	means DSAM Cayman Ltd, an exempted company incorporated in the Cayman Islands with limited liability whose registered office is at PO Box 309, Uglan House, Grand Cayman, KY1-1104, Cayman Islands;
<b>"Good Leaver"</b>	has the meaning given to that expression in clause 14.8;

<b>"Group Capital Entitlement"</b>	<b>Profits</b>	means, in the case of each Limited Partner and with reference to each such Limited Partner's interest in the Partnership, that percentage proportion as is set out in the First Schedule against the name of that Limited Partner as his Group Capital Profits Entitlement;
<b>"Group Income Entitlement"</b>	<b>Profits</b>	means, in the case of each Limited Partner and with reference to each such Limited Partner's interest in the Partnership, that percentage proportion as is set out in the First Schedule against the name of that Limited Partner as his Group Income Profits Entitlement;
<b>"Income Losses"</b>		means all losses of the Partnership in respect of any Accounting Period which are not Capital Losses;
<b>"Income Profits"</b>		means all profits of the Partnership in respect of any Accounting Period which are not Capital Profits;
<b>"Indemnified Party"</b>		has the meaning given to that expression in clause 11.5;
<b>"Investments"</b>		means shares, securities, loans, partnership interests, capital or equity interests of any kind, managed account interests, derivative interests, investments and financial assets of any nature including, without limitation, investments or ownership interests in funds or arrangements for collective investment of any nature;
<b>"Limited Partners"</b>		means the persons named in the First Schedule to this Agreement (as the same may be amended from time to time) together with any other person subsequently admitted to the Partnership as a limited partner;
<b>"Original Agreement"</b>		has the meaning given to that expression in the recitals to this Agreement;
<b>"Partners"</b>		means the General Partner and the Limited Partners;
<b>"Partnership"</b>		means DSAM Cayman LP, an exempted limited partnership registered in the Cayman Islands on 1 April 2011;
<b>"Partnership Interest"</b>		means the entirety of a Partner's interest in, and rights and entitlements in relation to, the Partnership;

<b>"Partnership Law"</b>	has the meaning given to that expression in clause 2.1;
<b>"Pre-Tax Group Profits"</b>	means the total consolidated net profits of the DSAM Group before tax ("tax" for these purposes including any amount of taxation paid by any member of the DSAM Group in any jurisdiction by reference to its profits);
<b>"Registered Office"</b>	means the registered office of the Partnership as determined in accordance with clause 4.2;
<b>"SA&amp;R LPA"</b>	has the meaning given to that expression in the recitals to this Agreement;
<b>"Sunset Limited Partner"</b>	has the meaning given to that expression in clause 14.6;
<b>"TA&amp;R LPA"</b>	has the meaning given to that expression in the recitals to this Agreement;
<b>"Withdrawal Date"</b>	has the meaning given to that expression in clause 14.1;
<b>"Withdrawal Event"</b>	means an event whereby a Limited Partner is no longer employed or engaged by, or otherwise actively engaged in the conduct of the business of, any Affiliate, whether such event is the Limited Partner's death, permanent disability or illness, resignation of or retirement from employment or engagement, voluntary or involuntary termination of employment or engagement or any other event of any nature which has the consequence that the Limited Partner is no longer to be employed or engaged by, or otherwise actively engaged in the conduct of the business of, any Affiliate;
<b>"Withdrawal Period"</b>	has the meaning given to that expression in clause 14.3;
<b>"Withdrawing Limited Partner"</b>	has the meaning given to that expression in clause 14.1; and
<b>"Year End Date"</b>	means 31 December or such other date as shall be determined by the General Partner from time to time.

- 1.2. Reference to any statute, statutory provision or regulation includes a reference to that statute, provision or regulation as from time to time amended, extended, re-enacted, substituted or consolidated.

- 1.3. Words denoting the singular number only include the plural and vice versa.
- 1.4. Words denoting any gender include all genders and words denoting persons include firms and corporations and vice versa.
- 1.5. Unless the context otherwise requires, reference to any clause, sub-clause, paragraph or schedule is to a clause, sub-clause, paragraph or schedule (as the case may be) of or to this Agreement.
- 1.6. The headings in this document are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.

## **2. FORMATION OF THE PARTNERSHIP**

- 2.1. The Partnership was formed as an exempted limited partnership pursuant to the provisions of the Exempted Limited Partnership Law (2011 Revision) of the Cayman Islands (as revised and amended from time to time, and any successor to such law, the "Partnership Law"), by the filing of the statement made pursuant to section 9 of the Partnership Law with the Registrar of Exempted Limited Partnerships in the Cayman Islands on 01 April 2011 together with the Original Agreement. The agreement of the Partners in relation to the Partnership was subsequently amended and restated by the A&R LPA with effect from 7 July 2015 and subsequent to that by the SA&R LPA dated 22 December 2015 and subsequent to that by the TA&R LPA dated 10 November 2016.
- 2.2. The General Partner, for itself and as general partner for the Partnership, shall make every reasonable effort to ensure that all certificates and documents are properly executed, and shall accomplish all filing, recording, publishing and other acts necessary or appropriate for compliance with all the requirements for the formation and maintenance of the Partnership as an exempted limited partnership under the Partnership Law.
- 2.3. The Partners now agree to continue the Partnership for the purpose of carrying on business in accordance with clause 3 below and otherwise on the terms of this Agreement. In particular, the Partners amend and restate the TA&R LPA by substituting for it in its entirety the terms of this Agreement, on the basis that the TA&R LPA shall, with effect from the date of this Agreement, have no further force or effect.

## **3. PURPOSE OF THE PARTNERSHIP**

- 3.1. The purposes of the Partnership shall be to carry on the business of: (1) managing on a discretionary basis the investment or trading of assets belonging to other persons or entities; (2) marketing and promoting shares or interests in such other persons or entities; and (3) activities associated therewith.
- 3.2. Notwithstanding clause 3.1 above, the General Partner may from time to time determine that the Partnership should carry on, either in addition to or in substitution for the business activity that is at such time the business of the Partnership any other lawful activity. The General Partner shall also be entitled to do all such acts as seem to it necessary or advisable in connection with the maintenance and administration of the Partnership and the furtherance of the business purposes of the Partnership.

- 3.3. The Partnership may seek to achieve the purposes set forth in this clause 3 either directly or through one or more Affiliates whether in the Cayman Islands or elsewhere and the Partnership may fund the activities of any such Affiliates by way of subscription, loan or otherwise as the General Partner determines in its absolute discretion.

#### **4. NAME AND REGISTERED OFFICE**

- 4.1. The Business shall be carried on under the name and style or firm name of "DSAM Cayman LP". All proprietary and other rights and title in the Partnership name are vested exclusively in the General Partner.
- 4.2. The Registered Office of the Partnership is at PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands or at such other address in the Cayman Islands as the General Partner may in the future designate. The General Partner shall promptly notify the Limited Partners of any change in the Registered Office of the Partnership.

#### **5. CAPITAL ACCOUNTS, CAPITAL CONTRIBUTIONS AND LIABILITY OF PARTNERS**

- 5.1. Each Limited Partner shall have a Capital Account which shall be operated in accordance with the provisions of this clause 5.
- 5.2. Each Limited Partner's Capital Contribution(s) shall be credited to his Capital Account and set forth in the Partnership's register of limited partnership interests maintained pursuant to section 11 of the Partnership Law at the Registered Office. Any Limited Partner may, at any time, with the consent of the General Partner make a further Capital Contribution. The General Partner may make Capital Contributions at such times as it may determine. Any future Limited Partner shall upon admission to the Partnership make a Capital Contribution of such amount as shall be determined by the General Partner and as shall be specified in the Deed of Adherence executed by that Limited Partner.
- 5.3. No Partner shall be entitled to interest on his Capital Contribution, unless otherwise determined by the General Partner.
- 5.4. Any further funding which may be required by the Partnership in addition to the Capital Contributions of the Partners may be secured by way of loans from third parties, including banks and other financial institutions, on the most favourable terms that the General Partner is reasonably able to obtain on behalf of the Partnership. Such loans shall, unless the Partners agree otherwise, be obtained on the basis that no such lender shall obtain any interest (whether direct or indirect) in the assets of the Partnership as a consequence of making such loans. Loans may also be made to the Partnership by any or all of the Limited Partners from time to time on such terms as to repayment, interest and other matters as may be agreed between the General Partner and the Limited Partner(s) making the loan.
- 5.5. No Partner shall have the right directly or indirectly to withdraw or receive back any part of the amount standing to the credit of his Capital Account except upon the occurrence of a Withdrawal Event in relation to that Partner (in which case such amount may be withdrawn in accordance with the provisions of this Agreement) or upon the dissolution of the Partnership. The General Partner shall, however, have



discretion to determine from time to time to return pro rata to the Partners part, but not all, of the amounts standing to the credit of their respective Capital Accounts.

- 5.6. The General Partner shall, to the extent required by the Partnership Law and in the event that the assets of the Partnership are inadequate, have unlimited liability for the repayment and discharge of all debts and obligations of the Partnership. Nothing in this Agreement shall render the General Partner personally liable for the payment of any distribution or repurchase or proceeds in respect of any Limited Partner's Partnership Interest, it being expressly agreed that any such payment will be satisfied solely out of the assets of the Partnership (not including the General Partner's Capital Contribution for these purposes) and on and subject to the terms and conditions of this Agreement.
- 5.7. Notwithstanding any other provision in this Agreement and subject to the Partnership Law, in no event shall any Limited Partner (or former Limited Partner) be obliged to make any additional contribution whatsoever to the Partnership, or have any liability for the repayment and discharge of the debts and obligations of the Partnership, in excess of the amount of his Capital Contributions which have not been previously withdrawn or repaid.
- 5.8. By virtue of section 14(1) of the Partnership Law, a Limited Partner who receives a payment representing a return of his Capital Contribution to the Partnership within six months before an insolvency of the Partnership is liable to repay that payment together with simple interest at the prescribed rate of 10% per annum (calculated on a daily basis) to the extent the whole or part of his Capital Contribution is necessary to discharge a debt or obligation of the Partnership incurred during the period the Capital Contribution represented an asset of the Partnership.

## **6. ALLOCATION OF INCOME PROFITS AND INCOME LOSSES**

- 6.1. Each Partner shall have a Distribution Account which shall be operated in accordance with the provisions of clauses 6 and 7.
- 6.2. As soon as reasonably practicable following the end of each Accounting Period, the General Partner shall determine the allocation of Income Profits or Income Losses amongst the Partners in accordance with the provisions of clauses 6.3 and 6.7.
- 6.3. The Income Profits of the Partnership in respect of each Accounting Period shall be divided amongst the Partners as follows:
  - 6.3.1 first, there shall be allocated to, and credited to the Distribution Account of, the General Partner such amount of Income Profits as is required to cover any expenses of the General Partner incurred by the General Partner for the purposes of the Partnership which have not otherwise been reimbursed by the Partnership. To the extent there are insufficient Income Profits in any Accounting Period to satisfy this allocation to the Distribution Account of the General Partner, the amount that is not satisfied shall be carried forward to subsequent Accounting Periods and shall be satisfied as soon as there are sufficient Income Profits available; and
  - 6.3.2 second, but subject to clause 6.4, the balance of Income Profits of the Accounting Period shall be allocated to, and credited to the Distribution Accounts of, the Limited Partners in the proportions and amounts determined

by the General Partner with the intent to ensure that the Limited Partners share in the Pre-Tax Group Profits in the proportions of their respective Group Income Profits Entitlements, *provided however* that in determining such allocation of Income Profits amongst the Limited Partners, the General Partner shall take account of any amounts of Pre-Tax Group Profits allocated to, earmarked for, received (directly or indirectly) by, payable to or otherwise in any manner due to, owned by or attributed to a Limited Partner, or to which a Limited Partner has any direct or indirect beneficial entitlement, by, from or through any Affiliate (such amounts of Pre-Tax Group Profits being, in the case of any Limited Partner, that Limited Partner's "Affiliate Related Profits"), and shall allocate Income Profits in such a manner as shall ensure that, after proper account has been taken of such matters and the respective amounts of any Limited Partner's Affiliate Related Profits, the Limited Partners participate in the Pre-Tax Group Profits in the proportions of their respective Group Income Profits Entitlements.

For the avoidance of doubt, any profits of an Affiliate from Investments acquired for or on behalf of a Limited Partner, or earmarked for a Limited Partner, shall not be Affiliate Related Profits and such profits from Investments shall not be taken into account for purposes of the division and allocation of the income of the DSAM Group between the Limited Partners in accordance with this clause 6.3.2.

- 6.4. The parties hereto acknowledge and agree that in determining the allocation of Income Profits amongst the Limited Partners under clause 6.3.2 above, so as to ensure that the Limited Partners share in the Pre-Tax Group Profits in the proportions of their respective Group Income Profits Entitlements, the General Partner shall not be required to take into account (although it may if it sees fit in its sole and absolute discretion) any taxes paid or payable by any Affiliate in any jurisdiction on such Affiliate's amount of Pre-Tax Group Profits (whether such Pre-Tax Group Profits are any Limited Partner's Affiliate Related Profits or otherwise); and, further, that in allocating its various sources of income that comprise the Partnership's Income Profits amongst the Limited Partners so as to satisfy the Limited Partners' respective entitlements to Income Profits according to their percentage shares of Pre-Tax Group Profits (such sources including dividends or other distributions received by the Partnership from its various Affiliates), the General Partner shall allocate such sources of income amongst the Limited Partners as it sees fit in its sole and absolute discretion and, in particular, the General Partner shall not be required to take into account (although it may if it sees fit in its sole and absolute discretion) that income from its various sources may have been subject to tax at different rates, or that income from certain sources may have been subject to tax whereas income from other sources may not have been subject to tax.
- 6.5. The parties hereto acknowledge and agree that, without prejudice to the generality of clause 6.3.2 above, where any Affiliate Related Profits of a Limited Partner are not distributed or paid by the relevant Affiliate to the Limited Partner, but instead are retained by the relevant Affiliate and utilised by it to acquire Investments on behalf of, or for the benefit of, or otherwise earmarked for, the Limited Partner whose Affiliate Related Profits they are, then, notwithstanding clause 6.3 above, any amount of Income Profits or other income of the Partnership arising directly or indirectly from, or directly or indirectly attributable to, such Investments (such as, by way of example, Income Profits or other income of the Partnership which is a distribution of income to

the Partnership by a subsidiary Affiliate derived from income arising to that Affiliate from its Investments or from the proceeds realised by that Affiliate from a disposal of Investments) shall be allocated to, and credited to the Distribution Account of, the Limited Partner whose Affiliate Related Profits were so retained and utilised to acquire the relevant Investments.

- 6.6. The parties hereto acknowledge and agree that the General Partner may, for the purposes of determining the allocation of Income Profits (and any other income) amongst the Limited Partners in accordance with the preceding sub-clauses of this clause 6, maintain its own "memorandum accounts" or ledgers in such form and setting out such matters as may seem to the General Partner to be necessary and/or appropriate to record for such purpose, such as (by way of example only) allocations and/or payments of Pre-Tax Group Profits made to Limited Partners by the Partnership or any of its Affiliates, the extent to which Limited Partners may have received a distribution or payment of amounts of Pre-Tax Group Profits allocated to them, the extent to which amounts of Pre-Tax Group Profits may have been retained by the Partnership or any of its Affiliates and utilised by such entity for the benefit or on behalf of a Limited Partner, whether in the acquisition of Investments or in any other manner and a record of any Investments made or held by the Partnership and the Limited Partner for whose benefit such Investments are held.
- 6.7. In the event that the Partnership has Income Losses in respect of any Accounting Period, such Income Losses shall be allocated to, and debited to the Distribution Accounts of, the Limited Partners in the proportions of their respective Group Income Profits Entitlements.

## **7. CAPITAL PROFITS AND CAPITAL LOSSES**

- 7.1. Any Capital Profits of the Partnership for any Accounting Period shall be allocated to, and credited to the Distribution Accounts of, the Limited Partners in the proportions and amounts determined by the General Partner by reference to the Limited Partners' respective Group Capital Profits Entitlements, *provided however* that where the General Partner reasonably determines that any Capital Profits should more appropriately be allocated to, and credited to the Distribution Accounts of, any one or more particular Limited Partners (such as, without limitation, where Capital Profits arise from the disposal or other realisation of Investments held by the Partnership for the benefit of one or more Limited Partners), the General Partner shall so allocate such Capital Profits amongst such particular Limited Partners. The Partners acknowledge and agree that the General Partner may maintain and utilise the memorandum accounts referred to in clause 6.6 above for the purposes of determining the appropriate allocations of Capital Profits.
- 7.2. For the avoidance of doubt, the allocation of Capital Profits amongst the Limited Partners as set out in clause 7.1 above will be made:
- 7.2.1 in respect of Capital Profits arising on the sale or other disposal of the business or any of the assets of the Partnership; and
- 7.2.2 shall apply irrespective of the amounts of the Capital Contributions made by the Partners at any time.
- 7.3. In the event that the Partnership has Capital Losses in respect of any Accounting Period, such Capital Losses shall be allocated to, and debited to the Distribution

Accounts of, the Limited Partners in the proportions of their respective Group Capital Profits Entitlements.

## **8. WITHDRAWALS OF PROFITS**

Each Partner shall be entitled to withdraw from the Partnership at any time any amounts then standing to the credit of that Partner's Distribution Account.

## **9. TRANSFER OF PARTNERSHIP INTERESTS**

9.1. No Limited Partner shall, without the prior consent of the General Partner, be permitted to:

9.1.1 transfer his Partnership Interest;

9.1.2 grant, declare, create or dispose of any right or interest in his Partnership Interest; or

9.1.3 create or permit to exist any pledge, lien, encumbrance fixed or floating charge or other security interest over his Partnership Interest.

## **10. PARTNERS' OBLIGATIONS AND DUTIES**

10.1. Each of the Limited Partners agrees that:

10.1.1 he will not without the consent of the General Partner derive any benefit from the use of the name, property or the business connection of the Partnership (and in the event of any breach of this sub-clause 10.1.1 the Limited Partner shall, without prejudice to other rights the Partnership or the General Partner may have, account to the Partnership for any profit derived by such Limited Partner from the use in question);

10.1.2 he will conduct himself in a proper and responsible manner and use his best skill and endeavour to promote the Partnership.

10.2. Each Partner shall at all times show the utmost good faith to the Partnership

## **11. MANAGEMENT OF THE PARTNERSHIP**

11.1. The management of the Partnership shall be vested exclusively in the General Partner. Notwithstanding the generality of the foregoing, the Limited Partners shall be consulted with by the General Partner, and shall have the right to advise the General Partner in relation to the business of the Partnership, but the Limited Partners shall not otherwise have any part in the conduct of the business or the management of the Partnership, and shall have no authority or right to act on behalf of the Partnership in connection with any matter save as provided herein and unless such conduct is authorised by section 7(3) of the Partnership Law.

11.2. The General Partner shall have the power on behalf and in the name of the Partnership to carry out any and all of the objects and purposes of the Partnership, and to perform all acts and enter into and perform all contracts and other undertakings that it may deem necessary, advisable or incidental thereto and may without limitation (i) maintain for the conduct of the Partnership's affairs one or more offices and in

connection therewith rent or acquire office space, and do such other acts as the General Partner may deem necessary or advisable in connection with the maintenance and administration of the Partnership; (ii) engage personnel, whether part-time or full-time, and attorneys, independent accountants or such other persons as the General Partner may deem necessary or advisable; (iii) authorise any director, officer, employee or other agent of the General Partner or agent or employee of the Partnership to act for, and on behalf of, the Partnership in all matters incidental to the foregoing; and (iv) do any and all acts on behalf of the Partnership as it may deem necessary or advisable in connection with the maintenance and administration of the Partnership, and exercise all rights of the Partnership, with respect to its interest in any person, including, without limitation, the voting of securities, participation in arrangements with creditors, the institution and settlement or compromise of suits and administrative proceedings and other like or similar matters.

- 11.3. No person dealing with the General Partner is required to determine the General Partner's authority to enter into any agreement or make any undertaking on behalf of the Partnership, nor to determine any fact or circumstance bearing upon the existence of its authority.
- 11.4. The General Partner shall not be liable to any Limited Partner or the Partnership for any acts, omissions or any errors of judgment or for any loss arising out of or in connection with the Partnership or this Agreement, unless such action, omission or error of judgment was made in bad faith or constitutes fraud, wilful misconduct or gross negligence (which, for purposes of this Agreement, means a standard of conduct beyond negligence whereby a person acts with reckless disregard for the consequences of his action or inaction). The General Partner may consult (at the cost and expense of the Partnership) with counsel or accountants in respect of Partnership's affairs and be fully protected and justified in any action or inaction that is taken in reasonable reliance upon the advice or opinion of such counsel or accountants, provided that they shall have been selected with reasonable care. Notwithstanding any of the foregoing to the contrary, the provisions of this clause 11.4 shall not be construed so as to provide for the exculpation of the General Partner for any liability, to the extent (but only to the extent) that such liability may not be waived, modified or limited under applicable law, but shall be construed so as to effectuate the provisions of this clause 11.4 to the fullest extent permitted by law.
- 11.5. To the fullest extent permitted by applicable law, the Partnership shall indemnify and hold harmless the General Partner and its representatives (including any director, officer or employee) (each an "Indemnified Party"), from and against any loss, cost or expense suffered or sustained by it by reason of any acts, omissions, errors of judgment or alleged acts, omissions or errors of judgment arising out of or in connection with the Partnership, any investment made or held by the Partnership or this Agreement, including without limitation any judgment, award, settlement, reasonable attorneys' fees and other costs or expenses incurred in connection with the defence of any actual or threatened action, proceeding or claim, provided that such acts, omissions, errors of judgment or alleged acts, omissions or errors of judgment upon which such actual or threatened action, proceeding or claim are based were not made in bad faith or did not constitute fraud, wilful misconduct or gross negligence by such Indemnified Party. The Partnership may, in the sole discretion of the General Partner, advance any Indemnified Party reasonable attorneys' fees and other costs and expenses incurred in connection with the defence of any action or proceeding which arises out of such conduct. In the event that such an advance is made by the

Partnership, the Indemnified Party shall agree to reimburse the Partnership for such fees, costs and expenses to the extent that it is determined, based upon final binding non-appealable judicial or administrative finding, ruling or order, that such Indemnified Party was not entitled to indemnification under this clause 11.5. The foregoing provisions shall survive the termination of this Agreement. Notwithstanding any of the foregoing to the contrary, the provisions of this clause

11.5 shall not be construed so as to provide for the indemnification of any Indemnified Party for any liability, to the extent (but only to the extent) that such indemnification would be in violation of applicable law, but shall be construed so as to effectuate the provisions of this clause 11.5 to the fullest extent permitted by applicable law. To the extent that the indemnity under this clause 11.5 enures for the benefit of an Indemnified Party that is not a party to this Agreement, the General Partner declares that it holds the benefit of that indemnity on trust for the benefit of that Indemnified Party.

- 11.6. The General Partner shall ensure that the Partnership complies with all applicable laws, including the Partnership Law, the Mutual Funds Law (2009 Revision) of the Cayman Islands (as revised and amended from time to time, and any successor to such law) and the Securities Investment Business Law (2010 Revision) of the Cayman Islands (as revised and amended from time to time, and any successor to such law).

## **12. MEETINGS OF THE PARTNERSHIP**

- 12.1. All matters which are not exclusively reserved to the General Partner shall be determined at a meeting of the Partnership held in accordance with the provisions of this clause 12.
- 12.2. Not less than two weeks' notice of any such meeting shall be given by the General Partner to all other Partners, provided that any resolution passed at a meeting of which shorter notice or no notice has been given shall be deemed to have been duly passed if it is afterwards ratified by the required majority of the Partners at a meeting of Partners which has been duly convened.
- 12.3. Meetings of the Partners shall be chaired by a representative of the General Partner.
- 12.4. The quorum for a meeting of Partners shall be the General Partner and at least one of the Limited Partners present in person or by audio or video conferencing at the time the relevant business is transacted, provided that any resolution passed at an inquorate meeting shall be deemed to have been duly passed if it is afterwards ratified by the required majority at a quorate meeting of Partners duly convened.
- 12.5. At a meeting of Partners, each Limited Partner shall be entitled to the number of votes set out against his name in the First Schedule and the General Partner shall be entitled to the remaining balance of the votes (on the basis that the total number of votes shall always equal 100) and, unless otherwise required by law, all decisions at a meeting of Partners shall be taken by a simple majority of votes.
- 12.6. The Partners may also reach decisions by way of written resolution and a decision taken by way of written resolution signed by all the Partners entitled to vote on such matters shall have the same effect as if that decision had been duly taken by a vote at a duly convened meeting of the Partners.

### **13. NEW LIMITED PARTNERS**

- 13.1. The General Partner may from time to time determine to admit a person to the Partnership as a Limited Partner, in which event that person shall be invited to sign a Deed of Adherence to this Agreement substantially in the form annexed in the Second Schedule and, upon the final execution of that Deed of Adherence, shall become a Limited Partner. Admission of a new Limited Partner shall not be a cause for dissolution of the Partnership.
- 13.2. The Capital Contribution to the Partnership to be made by a new Limited Partner shall be determined by the General Partner. The General Partner shall also determine the Group Income Profits Entitlement and the Group Capital Profits Entitlement of a new Limited Partner (which may, in either or both cases, be zero). Upon the admission of a Limited Partner, the Group Income Profits Entitlements and the Group Capital Profits Entitlements of the existing Limited Partners shall each be reduced on a pro rata basis so far as necessary to grant the determined Group Income Profits Entitlement and/or Group Capital Profits Entitlement to the new Limited Partner, provided however that where any one or more of the existing Limited Partners agrees that a disproportionately large reduction may be made in his individual Group Income Profits Entitlement or Group Capital Profits Entitlement so as to grant the determined Group Income Profits Entitlement or Group Capital Profits Entitlement to the new Limited Partner, such disproportionate reductions in the Group Income Profits Entitlements or Group Capital Profits Entitlements of such existing Limited Partners shall be made.
- 13.3. Following the admission of a new Limited Partner, the General Partner shall be authorised to amend the First Schedule so as to include the name of, and relevant information in relation to, the new Limited Partner and make such consequential amendments as are necessary to the information stated in respect of the Partners other than the new Limited Partner.

### **14. WITHDRAWAL OF LIMITED PARTNERS**

- 14.1. In the event that there occurs, in relation to a Limited Partner, a Withdrawal Event, then the affected Limited Partner (the "Withdrawing Limited Partner") shall immediately notify the Partnership of that fact and the date of such Withdrawal Event by sending written notice to the Registered Office and the following provisions of this clause 14 shall apply to such Withdrawing Limited Partner. For the purposes of this Agreement, the date upon which a Withdrawal Event occurs in relation to a Withdrawing Limited Partner shall be such Limited Partner's "Withdrawal Date".
- 14.2. Upon the Withdrawal Date, the Withdrawing Limited Partner shall, subject to clauses 14.3 and 14.6 below, cease to be a Limited Partner (and his Partnership Interest shall be automatically extinguished, subject to the following provisions of this clause 14), but the Partnership shall continue as between the continuing Partners subject always to the provisions of clause 15.
- 14.3. A Withdrawing Limited Partner that does not, upon his Withdrawal Date, become a Sunset Limited Partner as described in clause 14.6 below, shall remain entitled to receive an allocation of Income Profits pursuant to clause 6 above for the Accounting Period in which the Withdrawal Date occurs (the "Withdrawal Period") only in so far as such Income Profits are attributable to the period up to his Withdrawal Date

(apportioning the Income Profits of the Withdrawal Period, where relevant, between the period prior to and including the Withdrawal Date and the period after the Withdrawal Date on a straight-line time apportioned basis), *provided however* that any amount of Income Profits or other income of the Partnership at any time (whether during or after the Withdrawal Period) arising directly or indirectly from, or directly or indirectly attributable to, Investments acquired by an Affiliate with Affiliate Related Profits of the Withdrawing Limited Partner shall be allocated to, and distributed to, the Withdrawing Limited Partner (and, in such a case, such a Withdrawing Limited Partner shall continue to be a Limited Partner until such time as such allocation and distribution of such Income Profits or other income of the Partnership is made to him (but, for the avoidance of doubt, for no longer than is necessary for such allocation and distribution to be made to him)).

- 14.4. All allocations of Income Profits to which a Withdrawing Limited Partner is entitled pursuant to clause 14.3 shall be paid by the Partnership to the Withdrawing Limited Partner as soon as reasonably practicable following the end of each Accounting Period by reference to which an amount to which a Withdrawing Limited Partner is entitled is calculated.
- 14.5. A Withdrawing Limited Partner shall have no entitlement to Capital Profits arising after the Withdrawal Date.
- 14.6. Notwithstanding any other provision of this Agreement, if:
  - 14.6.1 the Withdrawing Limited Partner is Guy Shahar or James Diner; and
  - 14.6.2 the Withdrawing Limited Partner is a Good Leaver (as defined in clause 14.8 below);

then the Withdrawing Limited Partner (the "Sunset Limited Partner") shall not cease to be a Limited Partner upon his Withdrawal Date, but shall remain a Limited Partner on the basis set out in clause 14.7 below until such time as his Group Income Profits Entitlement is reduced to zero, at which time the Sunset Limited Partner shall cease finally and for all purposes to be a Limited Partner.

- 14.7. A Sunset Limited Partner shall continue as a Limited Partner, and shall continue to be entitled to receive allocations of Income Profits and Capital Profits pursuant to clauses 6 and 7 above, following his Withdrawal Date provided however that:
  - 14.7.1 for the Withdrawal Period, the Sunset Limited Partner's Group Income Profits Entitlement and Group Capital Profits Entitlement shall be unchanged from what they were on the first day of the Withdrawal Period;
  - 14.7.2 for the Accounting Period following the Withdrawal Period, the Sunset Limited Partner's Group Income Profits Entitlement and Group Capital Profits Entitlement shall be 75% of what they were on the first day of the Withdrawal Period;
  - 14.7.3 for the second Accounting Period following the Withdrawal Period, the Sunset Limited Partner's Group Income Profits Entitlement and Group Capital Profits Entitlement shall be 50% of what they were on the first day of the Withdrawal Period;



- 14.7.4 for the third Accounting Period following the Withdrawal Period, the Sunset Limited Partner's Group Income Profits Entitlement and Group Capital Profits Entitlement shall be 25% of what they were on the first day of the Withdrawal Period; and
- 14.7.5 for the fourth Accounting Period following the Withdrawal Period, the Sunset Limited Partner's Group Income Profits Entitlement and Group Capital Profits Entitlement shall each be 0% (so that, for the avoidance of doubt, the Sunset Limited Partner shall, on the first day of that Accounting Period, cease to be a Limited Partner).
- 14.8. For the purposes of this clause 14, a Withdrawing Limited Partner shall be a "Good Leaver" where either:
- 14.8.1 he is accorded the status of a Good Leaver pursuant to any employment agreement or other agreement of engagement which he has with any Affiliate; or
- 14.8.2 he is determined by the General Partner, in its sole and absolute discretion, to be a Good Leaver;

*provided however that:*

- 14.8.3 if, in the case of a Withdrawing Limited Partner who would otherwise be a Good Leaver (whether under clause 14.8.1 or 14.8.2 above), it is decided within 30 days of the Withdrawing Limited Partner's Withdrawal Date by a unanimous agreement of all Limited Partners other than the Withdrawing Limited Partner that the Withdrawing Limited Partner should not be treated as a Good Leaver for the purposes of this clause 14, then the Withdrawing Limited Partner shall not be a Good Leaver (and, for the avoidance of doubt, shall not become a Sunset Limited Partner); and
- 14.8.4 where a Withdrawing Limited Partner has given undertakings or covenants, or is subject to restrictions in relation to, non-competition with the Partnership or any of its Affiliates, non-solicitation or procurement activity in relation to the Partnership or any of its Affiliates or confidentiality in relation to the Partnership or any of its Affiliates, the Withdrawing Limited Partner shall be a Good Leaver only for so long as he is not in breach of those undertakings, covenants or restrictions and would not be in breach of them if they were not limited by time but instead continued to be binding upon him for an indefinite period. If a Sunset Limited Partner at any time ceases to be a Good Leaver, he shall be deemed to have ceased to be a Limited Partner as of the first day of the Accounting Period in which he ceased to be a Good Leaver (and hence his Group Income Profits Entitlement and his Group Capital Profits Entitlement for that Accounting Period shall be reduced to zero), except only that if a Sunset Limited Partner ceases to be a Good Leaver before the end of the Withdrawal Period, the Limited Partner in question shall be deemed to have ceased to be a Limited Partner on his Withdrawal Date and shall be regarded as never having become a Sunset Limited Partner.

- 14.9. Upon the date that any Withdrawing Limited Partner finally ceases to be a Limited Partner and his Partnership Interest is extinguished, the General Partner shall be authorised to amend the First Schedule so as to remove the name of, and relevant information in relation to, the Withdrawing Limited Partner, and make such consequential amendments as are necessary to the information stated in respect of the Partners other than the Withdrawing Limited Partner.
- 14.10. The Partnership will repay any outstanding loans to the Partnership made by or at the instance of the Withdrawing Limited Partner as soon as reasonably possible after the end of the Accounting Period in which the Limited Partner in question ceases to be a Limited Partner. The Partnership shall also at such time repay amounts standing to the credit of the Withdrawing Limited Partner's Capital Account.
- 14.11. In the event that the Withdrawal Event is the death of a Limited Partner, the Partnership shall pay any amounts otherwise payable to the Withdrawing Limited Partner to the duly authorised personal representatives of the Withdrawing Limited Partner and such personal representatives shall be entitled to withdraw amounts standing to the credit of the Withdrawing Limited Partner's Distribution Account in accordance with the provisions of clause 8.
- 14.12. Any Limited Partner who becomes a Withdrawing Limited Partner shall, as soon as reasonably practicable:
- 14.12.1 pay to the Partnership all sums due from him to the Partnership and any sums not so paid shall be recoverable by the Partnership from such Withdrawing Limited Partner as a debt;
  - 14.12.2 deliver to the General Partner all such books of account, records, letters and other documents in such Withdrawing Limited Partner's possession relating to the Partnership and/or its Affiliates; and
  - 14.12.3 sign, execute and do all such documents, deeds, acts and things as the General Partner may reasonably request for the purpose of conveying, assigning or transferring to the Partnership any property or assets which immediately prior to the Withdrawal Event were vested in the Withdrawing Limited Partner as a nominee for or in trust for the Partnership.

## **15. DISSOLUTION AND WINDING UP**

- 15.1. The Partnership has been established for an unlimited duration and, accordingly, shall continue indefinitely until dissolved upon the earlier of:
- 15.1.1 the occurrence of an event of dissolution pursuant to section 15(5) of the Partnership Law; or
  - 15.1.2 such time as the General Partner, in its sole discretion, resolves to wind up the Partnership.
- 15.2. Prior to dissolution of the Partnership, its affairs shall be wound up by the General Partner or if the General Partner is unable or unwilling to act, the person appointed by the General Partner or if no person is appointed by the General Partner, the person selected by the majority in Partnership Interests of the Limited Partners (the "Liquidator") unless the court otherwise orders on the application of any partner or

creditor of the Partnership pursuant to section 15(4) of the Partnership Law or unless the business of the Partnership is assumed and continued in accordance with the proviso to section 15(6) of the Partnership Law.

- 15.3. In the event that the Partnership's affairs are to be wound up, the Liquidator shall:
- 15.3.1 use its best endeavours to ensure that final distributions out of the Partnership's assets are made within no more than 30 days after completion of a final audit of the Partnership's financial statements (which, if possible, shall be performed within 90 days of commencement of the winding up); and
  - 15.3.2 make all such distributions in the following manner and order:
    - (a) to creditors, including Partners who are creditors, to the extent otherwise permitted by law, in satisfaction of liabilities of the Partnership (whether by payment or by establishment of reserves); and
    - (b) to the Partners in the proportion of the amounts standing to the credit of their respective Capital Accounts upon the date of commencement of the winding-up.
- 15.4. As soon as the affairs of the Partnership are fully wound up, the Liquidator must:
- 15.4.1 prepare, or cause to be prepared, an account showing the manner in which the winding-up was conducted and the Partnership assets disposed of;
  - 15.4.2 forward a copy of that account to each Limited Partner; and
  - 15.4.3 file a notice of dissolution as required by section 15(3) of the Partnership Law.

## **16. REPORTS TO LIMITED PARTNERS**

- 16.1. The Partnership may, at the discretion of the General Partner, prepare for any Accounting Period financial statements, which shall, where an audit is required or the General Partner otherwise chooses to have them audited, be audited by an independent certified public accountant selected by the General Partner as of the end of each Accounting Period.
- 16.2. Where financial statements of the Partnership are prepared for any Accounting Period, the Partnership shall as soon as practicable following the finalization (and, where undertaken, the audit) of those financial statements, mail to each Limited Partner, together with the report thereon of the auditor (if an audit is undertaken), such financial statements. It is anticipated that any financial statements shall set forth as of the end of the relevant Accounting Period:
- 16.2.1 a balance sheet of the Partnership;
  - 16.2.2 a statement showing the income and expenditure for such Accounting Period;
  - 16.2.3 such Partner's Capital Account and Distribution Account(s) as of the end of such Accounting Period; and

16.2.4 allocations of Income Profits and Income Losses, and Capital Profits and Capital Losses, in respect of such Accounting Period.

## **17. AMENDMENTS**

17.1. This Agreement may be amended at any time with the prior written consent of Partners holding a majority of the votes available to be cast by the Partners, provided that if any proposed amendment does not apply to all Limited Partners equally, but is to the specific material detriment of any one or more (but not all) Limited Partners, such amendment may only be made with the prior written consent of the Limited Partner suffering such specific material detriment. However, notwithstanding the foregoing, the General Partner may always, without the consent of the Limited Partners, amend this Agreement to:

17.1.1 reflect changes validly made in the membership of the Partnership and the Capital Contributions of the Partners;

17.1.2 reflect a change validly made in the name of the Partnership;

17.1.3 make a change that is necessary or, in the opinion of the General Partner, advisable to qualify the Partnership as a limited partnership or a partnership in which the Limited Partners have limited liability under the laws of any jurisdiction, or ensure that the Partnership shall not be treated as an association taxable as a corporation or a publicly traded partnership taxable as a corporation for U.S. Federal income tax purposes;

17.1.4 make a change that is necessary or desirable to cure any ambiguity, to correct or supplement any provision in this Agreement that would be inconsistent with any other provision in this Agreement, or to make any other provision with respect to matters or questions arising under this Agreement that shall not be inconsistent with the provisions of this Agreement, in each case so long as such change does not adversely affect the Limited Partners in any material respect;

17.1.5 make a change that is necessary or desirable to satisfy any requirements, conditions or guidelines contained in any opinion, directive, order, ruling or regulation of any statute, so long as such change is made in a manner that minimizes any adverse effect on the Limited Partners; or that is required or contemplated by this Agreement;

17.1.6 make a change in any provision of this Agreement that requires any action to be taken by or on behalf of the General Partner or the Partnership pursuant to applicable Cayman Islands law, if the provisions of applicable Cayman Islands law are amended, modified or revoked so that the taking of such action is no longer required; or

17.1.7 make any other amendments similar to the foregoing.

However, the consent of each Partner is required for any amendment that would reduce its Capital Account(s) or rights of contribution, repurchase or withdrawal or amend the provisions of this Agreement relating to amendments

## **18. NOTICES**

- 18.1. Any notice herein referred to shall be in writing and shall be sufficiently given to or served on the person to whom it is addressed if it is sent by recorded delivery addressed (in the case of notice to the Partnership) to its Registered Office or (in the case of notice to any Partner) to such Partner at such Partner's address as set forth in the books and records of the Partnership. Any Partner may designate a new address by notice to that effect given to the General Partner. Any notice so delivered shall be deemed to have been effectively given on the day following the day on which it is deposited in the mail.

## **19. JURISDICTION AND GOVERNING LAW**

- 19.1. Notwithstanding the place where this Agreement may be executed by any of the parties thereto, the parties expressly agree that all the terms and provisions hereof shall be construed under the laws of the Cayman Islands.
- 19.2. To the fullest extent permitted by law, in the event of any dispute arising out of the terms and conditions of this Agreement, the parties hereto consent and submit to the non-exclusive jurisdiction of the courts of the Cayman Islands.

## **20. INVALIDITY**

- 20.1. If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:
- 20.1.1 the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
  - 20.1.2 the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

## **21. COUNTERPARTS**

- 21.1. This Agreement may be executed in any number of counterparts, and by the parties on separate counterparts, but shall not be effective until each party has executed at least one counterpart.
- 21.2. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute but one and the same instrument.

## **22. ENTIRE AGREEMENT**

- 22.1. This Agreement constitutes the whole and only Agreement between the parties relating to the subject matter of this Agreement.
- 22.2. Each party acknowledges that in entering into this Agreement it is not relying upon any pre contractual statement which is not set out in this Agreement.
- 22.3. Except in the case of fraud, no party shall have any right of action against any other party to this Agreement arising out of or in connection with any pre-contractual statement except to the extent that it is repeated in this Agreement.

- 22.4. For the purposes of this clause, "pre-contractual statement" means any draft, agreement, undertaking, representation, warranty, promise, assurance or arrangement of any nature whatsoever, whether or not in writing, relating to the subject matter of this Agreement made or given by any person at any time prior to the date of this Agreement.
- 22.5. Clause 22.1 applies without prejudice to the provisions contained herein relating to admission of new Limited Partners who have entered into a Deed of Adherence.

### **23. POWER OF ATTORNEY**

- 23.1. By executing a counterpart of this Agreement or an agreement that incorporates this Agreement by reference, each Limited Partner irrevocably appoints the General Partner, and, separately, each of its officers from time to time, as its lawful attorney, with full power to appoint substitutes, to execute, acknowledge, swear to, deliver, record and file any of the following documents on behalf of that Limited Partner and in its name:
- 23.1.1 any amendment to this Agreement adopted in accordance with clause 17; or
- 23.1.2 any instrument that the General Partner considers appropriate to reflect a change or modification of the Partnership (including the admission of new Limited Partners in accordance with clause 13 in accordance with the terms of this Agreement).

### **24. DEREGISTRATION**

The General Partner may at any time de-register the Partnership pursuant to section 26 of the Partnership Law but only for the purpose of registering the Partnership under the laws of another jurisdiction that permits such registration. However, the General Partner must ensure that the Partnership is at all times registered in one or other jurisdiction.

AS WITNESS whereof the parties hereto or their duly authorised representative have executed this Agreement, as their Deed, the day and year first-above written.

## FIRST SCHEDULE<sup>1</sup>

### Limited Partners and their Capital Contributions and Votes

<u>Limited Partner</u>	<u>Capital Contribution</u>	<u>Group Capital Profits Entitlement and Group Income Profits Entitlement</u>	<u>Votes (clause 12.5)</u>
Chamarel	£5,000	42.40%	1
James Diner	£5,000	41.45%	1
Philip Goldsmith	£5,000	16.15%	1
Seth Kirkham	£ Nil	0.00%	1

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<sup>1</sup> The information contained in this Schedule is current as at the date of this Agreement. The General Partner shall from time to time amend the Schedule as necessary to reflect the admission of new Limited Partners, persons ceasing to be Limited Partners or other changes in the entitlements of the Limited Partners where permitted in accordance with the terms of this Agreement.

## SECOND SCHEDULE

### Draft Deed of Adherence

**This Deed** is made the [ ] day of [ ] [year]

#### **Between**

1. DSAM CAYMAN LTD (the "General Partner") acting for and on behalf of the Partnership and the Partners as at the date of this Deed of Adherence;
2. [ ] of [ ] (the "New Limited Partner").

#### **Recitals**

1. By a Third Amended and Restated Limited Partnership Agreement (the "Agreement") dated [ ] the Partners as at the date of the Agreement agreed to regulate their relations as Partners.
2. By Deed(s) dated [ ] [and [ ]] and made in substantially the same form as this Deed, [*name(s) of prior new Limited Partners(s)*] became parties to the Agreement.

#### **IT IS HEREBY AGREED AS A DEED AS FOLLOWS:**

##### **1. Interpretation**

Save where the context otherwise requires, the words and expressions used in this Deed shall each have the meanings assigned to them in the Agreement.

##### **2. Adherence to the Agreement**

- 2.1. The New Limited Partner covenants with the Partners for the time being to observe and perform the terms and conditions of the Agreement on terms that the New Limited Partner becomes a Limited Partner subject to and on the terms of the Agreement with effect from [ ].
- 2.2. The New Limited Partner shall contribute [ ] to the Partnership in cash forthwith upon the execution of this Deed pursuant to clause 5.2 of the Agreement.
- 2.3. The New Limited Partner's Group Capital Profits Entitlement shall be [ ]% and the New Limited Partner's Group Income Profits Entitlement shall be [ ]% (subject, in both cases, to adjustment in accordance with the terms of the Agreement).
- 2.4. This Deed shall be supplemental to and read together with the Agreement.

**IN WITNESS WHEREOF** the parties have executed this Deed the day and year first above written.




Executed by Chamarel  
as its Deed acting by its director:

Director            Mark Fagan

) .....  


In the presence of:

Signature of Witness:

) .....  


Name of Witness:

) ...Steve Ali.....


Occupation:

) ...Accountant.....


Address:

) ...c/o Highwater Limited Grand Cayman,  
)  
) ...Cayman Islands.....

Executed by James Diner  
as his Deed in the presence of:

)   
.....

Signature of Witness:

)   
.....

Name of Witness:

) Evetta Muradasilova.....

Occupation:

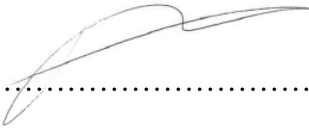
) IR & EA.....

Address:


) 82 Elgin Ave, London W9 2HB

) .....

Executed by Philip Goldsmith  
as his Deed in the presence of:

)  .....

Signature of Witness:

)  .....

Name of Witness:

) Evetta Muradasilova.....

Occupation:

) IR & EA.....

Address:


) 82 Elgin Ave, London W9 2HB

).....

Executed by Seth Kirkham  
as his Deed in the presence of:

)  .....

Signature of Witness:

)  .....

Name of Witness:

) Evetta Muradasilova.....

Occupation:

) IR & EA.....

Address:

) 82 Elgin Ave, London W9 2HB

) .....



Executed by DSAM Cayman Ltd  
as its Deed acting by  
its director:



Director

) Patrick Agemian  
.....

In the presence of

Signature of Witness:

)  .....

Name of Witness:

) Beth McCrae .....

Occupation:

) Manager / Compliance Officer .....

Address:

) 720A West Bay Road .....

Grand Cayman, Cayman Islands  
) .....