

Conditions of Use Agreement

This Conditions of Use Agreement relates to the entire contents of the website under the domain name www.sturgeoncapital.com (the “Website”). This website has been prepared by Sturgeon Capital Ltd (“Sturgeon Capital”), which is authorised and regulated as an Investment Manager by the Financial Conduct Authority (“FCA”) in the United Kingdom. The information you will find on this website is of a general nature and cannot be considered as tailored to your personal needs or to particular circumstances.

You agree to the following as a pre-condition to using this website for any purpose whatsoever.

This website provides information about Sturgeon Capital. Only registered users may, by accessing the password protected area of this website, obtain information about the funds to which Sturgeon Capital currently provides investment management services.

Access to this website is subject to the following conditions outlined below:

These conditions are the terms upon which this website is made available to you. By accessing this website and giving consent to these conditions of use, you agree to be bound by these Conditions.

No offer to sell nor advice

The materials on this website including, without limitation, news articles, informational materials and all other manager-specific information, have been prepared for informational purposes only and do not constitute an offer to buy or sell securities; investment advice regarding the purchase or sale of any security; an offer or solicitation by Sturgeon Capital to buy or sell any security or any form of financial, investment, legal, tax or other advice.

Eligible users

The information on this website is directed only at persons or entities in any jurisdiction or country where such access to information contained herein and use thereof is not contrary to local law or regulation. Accordingly, all persons who access this website are required to inform themselves of and to comply with any such restrictions. The information on this website is not meant for dissemination or to be used by any person or entity in a country or jurisdiction where this dissemination or use would contravene the law or regulations, or would oblige Sturgeon Capital to comply with the regulation requirements in these countries or jurisdictions. The totality of products and services may not be registered or authorised in all countries or available to all clients.

The password protected area of this website may only be viewed by professional clients and eligible counterparties as defined by the FCA Handbook.

Change in your circumstances

You agree that where you have been provided access to the password protected area of this website and your circumstances change in a manner that you are no longer an accredited investor, eligible counterparty or professional investor, you will inform Sturgeon Capital immediately and refrain from accessing the password protected area of the website. Sturgeon Capital reserves the right to terminate, at any time, any registered user's account and access to the password protected area of the website, without giving notice or a reason for such termination to the user.

Accuracy of Information

Sturgeon Capital does everything in its power to ensure that the information published is as complete, correct, accurate, and up-to-date as possible. Information posted on this website is current only as at the date it is first posted and may no longer be true or complete when viewed by you. If the published information appears to contain errors, or information expected to be found on this website is lacking, Sturgeon Capital will try to remedy this as soon as possible after having been notified of the same.

You agree that Sturgeon Capital is not responsible for any errors or inaccuracies on this website, nor for any loss or damage may you suffer as a result of any use of, or reliance upon, this information. Sturgeon Capital reserves the right to change the information on this website at any time at its discretion and without notice.

Links to third-party websites

By following a link, a user may leave the website of Sturgeon Capital. Sturgeon Capital has not carried out any checks on third-party websites to which there are links from the Sturgeon Capital website, nor on third-party websites that contain links to the Sturgeon Capital website. Sturgeon Capital accepts no responsibility for the content, and in particular, the offers, information and opinions expressed on these sites. Sturgeon Capital takes the utmost care in compiling and updating the information that appears on the website of Sturgeon Capital. However, Sturgeon Capital assumes no liability (including liability to third parties) with respect to the accuracy, relevance and completeness of the information and opinions published on the Sturgeon Capital website. Sturgeon Capital assumes no liability (including negligence and liability to third parties) for any losses directly or indirectly resulting from financial market risks or from the information, performance data, links or other messages displayed on the website. Sturgeon Capital accepts no responsibility for the content of advertising or the conditions that apply to offers from third parties' websites. If you wish to subscribe to such an offer enter into a contract with such a third party, or to make a complaint about such offers or advertising, you should contact the third party directly. You agree that you will not involve us in any dispute between you and the third party.

Risk disclaimer

You should also be aware that an investment in a hedge fund involves a high degree of risk. There can be no assurance that the investment objectives will be achieved. In fact,

practices of short selling, leverage, limited diversification and the use of derivative instruments, executing trades on foreign exchanges, legal, political, counterparty and operational issues, particularly in emerging markets, can in some circumstances substantially increase any adverse impact on the investment portfolios, resulting in high volatility levels as well as the risk that the entire amount invested may be lost. Furthermore, past performance is not a guide or otherwise indicative of future results. Sturgeon Capital cannot be held responsible for the consequences (financial or of any kind) of using this website.

Copyright and Other Rights

You agree that copyright, trademarks, database rights and all similar rights in this website and the information contained in it are owned by Sturgeon Capital or relevant third party content providers. You may use the information on this website and reproduce it in hard copy for your personal reference only. Such information may not otherwise be reproduced, distributed or transmitted to any other person or incorporated in any way into another database, document or other materials without prior written permission from Sturgeon Capital.

Privacy and Data Protection

You agree that Sturgeon Capital may collect certain personal information about you such as your name, address, telephone number, email address details and other information when it is voluntarily submitted to Sturgeon Capital on this website, including in connection with its customer registration procedures. Sturgeon Capital uses this information to ensure compliance with its obligations under the UK regulatory regime and for its own internal purposes. Please note that by submitting personal information you are consenting to such information being processed for the purposes referred to above. You also agree that Sturgeon Capital has the right to use and store such data on its internal systems for the purpose of providing services to you. You should also be aware that the level of protection in relation to the processing of personal data may not be the same in countries outside the European Union as in the United Kingdom.

To get more information about our Privacy Policy, please read our Privacy Policy available on our website. (ADD a link to our Privacy Policy)

As a user of this website, you agree not to:

- Use the information published on this website in an illicit or illegal manner;
- Use this website in such a way that it is damaged, altered, interrupted or rendered less effective in any way;
- Use this website to transmit computer viruses, or to send illegal or illicit material, or material that is inappropriate in any way – especially, but not exclusively, offensive, obscene or threatening material;
- Use this website in such a way that it damages the rights of individuals or organisations;

- Use this website to send or transmit promotional material or advertising.

Sturgeon Capital reserves the right to suspend, restrict or terminate your access to the website at any time without notice, and to formally notify you and/or take legal action against you, if there are reasonable grounds to believe you have breached any of the restrictions above, or any other provisions of these Conditions.

Cookie Policy

This website uses cookies. A cookie is a small piece of data sent by our server to your computer or to another device you are using to access websites, so that information can be recalled. The information collected may include what time the website was visited, how long a user stays logged in, if a user has visited the website previously and what pages were visited.

When first visiting our website you will be asked to read the Cookie Policy of Sturgeon Capital. You will then have the option of either providing consent to receiving our cookies or declining.

For more information about cookies visit www.allaboutcookies.org.

For more information about the cookies we use on our website, the purposes we use our cookies for and how you can opt out of receiving these cookies please read our Cookies Policy available on our website. (ADD a link to our Cookies Policy)

Changes to these Conditions of Use

Sturgeon Capital reserves the right to amend these Conditions of Use at any time. All such changes will take effect once they are posted on the website.

These Conditions of Use were last updated on Oct 31, 2018.