

*The Directors of the Company whose names appear on the last page of this Offering Memorandum accept responsibility for the information contained herein. To the best of the knowledge and belief of the Directors (who have taken all reasonable care to ensure that such is the case) as at the date of this Offering Memorandum the information contained in it is in accordance with the facts and does not omit anything likely to affect the import of such information. The Directors accept responsibility accordingly.*

---

# Offering Memorandum

5 May, 2017

relating to the offering of non-voting participating Investor Shares in Sub-Funds of

## **BERGHOLT SICAV P.L.C.**

a collective investment scheme organised as a multi-fund public limited liability company with variable share capital registered under the laws of Malta

**Gamma Capital Markets Limited**  
(Investment Manager)

**Zarattini International Limited**  
(Depositary)

**Trident Fund Services (Malta) Limited**  
(Administrator, Registrar and Transfer Agent)

***Important Notice:** This Offering Memorandum may not be distributed unless accompanied by, and is to be read in conjunction with, the Offering Supplement relating to the Investor Shares being offered in a particular Sub-Fund.*

***Regulatory Notice: EU AIFMD Status:** Bergholt SICAV p.l.c. is an EU Alternative Investment Fund managed by an EU Alternative Investment Fund Manager.*

---

**Bergholt SICAV p.l.c. (the “Company”)** is a Notified AIF under the Investment Services Act (List of Notified AIFs) Regulations.

The Company is included in the List of Notified AIFs on the basis of a notification submitted by the Investment Manager. The Investment Manager is in possession of an Alternative Investment Fund Manager licence granted by the MFSA under the Investment Services Act (Cap. 370, Laws of Malta). The Directors of the Company have reviewed and approved this document.

The entry of the Company on the List of Notified AIFs is not an endorsement, guarantee or statement of approval by the MFSA nor is the MFSA responsible for the contents of this document or the selection or adequacy of its governing body or service providers. The MFSA has made no assessment or value judgment of the soundness of the Company or for the accuracy or completeness of statements made or opinions expressed with regard to it.

---

**The MFSA has not reviewed or approved this document. Any person making statements to the contrary may be prosecuted under the Criminal Code (Cap. 9, Laws of Malta). Investors must rely solely upon their own and their advisors' due diligence in making any decision to invest.**

**Shares in the Sub-Funds may only be marketed outside Malta to Eligible Investors as defined in the Offering Memorandum.**

**The Company is a non-retail collective investment scheme.**

# TABLE OF CONTENTS

	PAGE
Table of Contents.....	1
Important Notices.....	2
Section 1   Interpretation.....	6
Section 2   Principal Features.....	14
Section 3   Risk Factors.....	18
Section 4   The Investment Manager.....	30
Section 5   The Administrator.....	33
Section 6   The Depositary.....	35
Section 7   Officers of the Company.....	37
Section 8   Conflicts of Interest.....	39
Section 9   Organisation of the Company.....	41
Section 10   Acquisition of Investor Shares.....	46
Section 11   Redemption of Investor Shares.....	50
Section 12   Side Pockets.....	53
Section 13   Fees, Charges and Expenses.....	54
Section 14   AML and Data Protection.....	57
Section 15   Taxation.....	61
Section 16   Indemnities.....	62
Section 17   Determination of Net Asset Value.....	63
Section 18   General Information.....	67
Section 19   Undertakings and Warranties.....	70
DIRECTORY.....	74

# IMPORTANT NOTICES

## Restricted Offer

This Offering Memorandum does not constitute, and may not be used for the purposes of, an offer or solicitation to anyone in any jurisdiction in which such offer or solicitation is not authorised, or to any person to whom it is unlawful to make such offer or solicitation. The distribution of this Offering Memorandum and the offering of Investor Shares in certain jurisdictions is restricted. Persons to whose attention this Offering Memorandum may come are required to inform themselves about, and to observe such restrictions. Prospective investors should inform themselves as to: (a) the legal requirements within their own jurisdictions for the purchase, holding or disposal of Investor Shares, (b) any foreign exchange restrictions that may affect them, and (c) the income and other tax consequences that may apply in their own jurisdictions in relation to the purchase, holding or disposal of Investor Shares. The Directors may from time to time declare other categories of persons as not qualifying under applicable laws or being otherwise ineligible to purchase Investor Shares.

No person receiving a copy of this Offering Memorandum and/or the Offering Supplement(s) in any territory may treat the same as constituting an offer to such person unless, in the relevant territory, such an offer could lawfully be made to such person without complying with any further registration or other legal requirements. It is the responsibility of any person wishing to acquire Investor Shares to fully observe all the laws of the relevant territory in connection with such purchase, including obtaining any governmental or other consents that may be required or observing any other necessary formalities in such territory.

## Reliance on Offering Memorandum/Offering Supplements

No person other than the Company is authorised to give any information or to make any representation in connection with the issue of Investor Shares that is not contained or referred to in this Offering Memorandum, the Offering Supplement(s) or the documents referred to in them as being available to investors. The Investor Shares are offered solely on the basis of the information and representations contained in this Offering Memorandum and the Offering Supplement(s). Any further information given or representations made by any person may not be relied upon as having been authorised by the Company or its Directors.

Neither the delivery of this Offering Memorandum, the Offering Supplement(s) nor the offer, issue or sale of Investor Shares shall constitute a representation that the information given in this Offering Memorandum and/or the Offering Supplement(s) is correct as of any time subsequent to the date on the cover page.

Founder Shares are not being offered for subscription pursuant to this Offering Memorandum.

## Notified AIF

The Company is a Notified Alternative Investment Fund in terms of the Investment Services Act (List of Notified AIFs) Regulations, 2016 (S.L. 386.34, Laws of Malta).

The Company is constituted as a public limited company with variable share capital under the Companies Act (Cap. 386, Laws of Malta).

This Offering Memorandum is drawn in accordance with MFSA Rules. The MFSA has not reviewed or approved this document, or made any value judgment on the soundness of the Company or its Sub-Funds or any assessment as to the accuracy or completeness of statements made or opinions expressed with regard to them.

The Company qualifies as an AIF managed by an AIFM in terms of the AIFMD.

### Eligible Investors

This offer is an offer only to:

- (a) Professional Investors as defined in Section I of Annex II of the Directive 2004/39/EC; or which may, on request, be treated as a professional client in accordance to Section II of Annex II to the Directive 2004/39/EC; or
- (b) Qualifying Investors that fulfil the following criteria:
  - i. invest a minimum of EUR100,000 or its currency equivalent;
  - ii. declare in writing to the Investment Manager and the Company that they are aware of and accept the risks associated with the proposed investment; and
  - iii. satisfy at least one of the following:
    - a) a body corporate which has net assets in excess of EUR750,000 or which is part of a group which has net assets in excess of EUR750,000 or, in each case, the currency equivalent thereof;
    - b) an unincorporated body of persons or association which has net assets in excess of EUR750,000 or the currency equivalent;
    - c) a trust where the net value of the trust's assets is in excess of EUR750,000 or the currency equivalent;
    - d) an individual whose net worth or joint net worth with that of the person's spouse, exceeds EUR750,000 or the currency equivalent; or
    - e) a senior employee or director of a service provider to the Company;

to whom a copy of this document has been furnished by or on behalf of the Company or the Investment Manager.

**PROSPECTIVE INVESTORS MUST PROVIDE TO THE COMPANY A CONFIRMATION IN WRITING ON THEIR UNDERSTANDING OF THE RISKS ASSOCIATED WITH AN INVESTMENT IN THE COMPANY AND RESPECTIVE SUB-FUNDS. REFERENCE IS MADE TO “SECTION 3 | RISK FACTORS”.**

The Company is not authorised to, and does not intend to, offer Investor Shares to the general public.

### Minimum Initial Subscription

The Offering Supplement will give details of the Minimum Initial Subscription for Investor Shares in any Sub-Fund, subject to the Minimum Holding as may be established in relation to the relative Sub-Fund. The Directors may waive the Minimum Initial Subscription at their discretion, subject to any applicable laws in relation to the investment by Qualifying Investors.

### Restrictions on Distribution

#### European Economic Area (“EEA”)

The Company in respect of the Sub-Funds, may be marketed (within the meaning given to the term “marketing” under the AIFMD) to: (i) Professional Investors as defined in Section I of Annex II of the Directive 2004/39/EC; (ii) investors which have requested to be treated as a professional client in accordance to Section II of Annex II to the Directive 2004/39/EC; and (iii) other Qualifying Investors who invest at least the minimum investment amount set out in the relative Offering Supplement in terms of any private placement regime or other exemption available in the relevant EEA member state. The Company may also accept investors to whom investment in the Company has not been marketed but where communication, has been initiated by the prospective investor provided that any requirements set out in this Offering Memorandum and Offering Supplement shall be complied with.

## Malta

This Offering Memorandum does not constitute or form part of any offer or invitation to the public to subscribe for or purchase Shares and shall not be construed as such. No person other than the person to whom this document has been addressed or delivered shall be eligible to subscribe for or purchase Shares. Shares will not in any event be marketed to the public in Malta without the prior notification to the MFSA.

## Information Available to all Investors

Prospective investors and their representatives, if any, are invited to ask questions of and to obtain additional information from the Investment Manager concerning the investment, the terms and conditions of the Offering and other matters (including additional information to verify the accuracy of the information in this Offering Memorandum). A copy of the latest Offering Memorandum and all the Offering Supplements are available from the Administrator and the Investment Manager. Please refer to “**Section | 18 General Information**” for further information on documents and other information available to investors.

## Right to Refuse Any Subscription Agreement

The Company may reject a Subscription Agreement for any reason and is not obliged to disclose the reason, or the reasons, for rejecting any Subscription Agreement.

## No Application to List Investor Shares on any Stock Exchange

As at the date of this Offering Memorandum, no application has been made for a listing on any stock exchange for any of the Investor Shares of the Company or for the grant of permission for any Investor Shares in the Company to be traded on any other exchange. Applications may be made in future for a listing on any stock exchange for any of the Investor Shares of the Company or for the granting of permission for any Investor Shares in the Company to be traded on any other exchange. When such event occurs for Investor Shares of a Sub-Fund, the relevant information regarding the application will be provided in the Offering Supplement for such Sub-Fund.

## Applicable Law

This Offering Memorandum, the Offering Supplements and any statements made in them as well as Shareholders’ rights in relation to Investor Shares under the Memorandum and Articles are based on and subject to Maltese law and jurisdiction. Please refer to “**Section 9 | Organisation of the Company**” for further information on Shareholders’ rights.

## Investment Risk

Investment in the Company and its Sub-Funds carries substantial risk. Investment in the Company and its Sub-Funds is only suitable for those investors as defined under “Eligible Investors” in this Offering Memorandum. There can be no assurance that the Company’s investment objective (or those of any Sub-Funds) will be achieved and investment results may vary substantially over time. Prospective investors should be aware that the value of investments, as reflected in the Net Asset Value per Share, can go down as well as up and the attention of investors is drawn to “**Section 3 | Risk Factors**” hereof. Prospective investors should carefully consider whether an investment in Investor Shares is suitable for them in the light of their circumstances and financial resources and should consult persons who are authorised to provide advice on this kind of investment.

**INVESTMENT IN THE COMPANY AND THE SUB-FUNDS IS ONLY SUITABLE FOR ELIGIBLE INVESTORS AS DEFINED IN THIS OFFERING MEMORANDUM. THERE CAN BE NO ASSURANCE THAT THE COMPANY’S INVESTMENT OBJECTIVE (OR THOSE OF ANY**

SUB-FUNDS) WILL BE ACHIEVED AND INVESTMENT RESULTS MAY VARY SUBSTANTIALLY OVER TIME. PROSPECTIVE INVESTORS SHOULD ALSO BE AWARE THAT THE VALUE OF INVESTMENTS, AS REFLECTED IN THE NAV PER SHARE, CAN GO DOWN AS WELL AS UP AND THE ATTENTION OF INVESTORS IS DRAWN TO THE RISK FACTORS BELOW. IF YOU ARE IN ANY DOUBT ABOUT THE CONTENTS OF THIS OFFERING MEMORANDUM AND/OR THE OFFERING SUPPLEMENT IN RESPECT OF A SUB-FUND OR YOU ARE CONSIDERING SUBSCRIBING FOR INVESTOR SHARES, YOU SHOULD CONSULT YOUR FINANCIAL ADVISOR.

## Section 1 | INTERPRETATION

### Definitions

Unless the context otherwise requires or implies, the following words shall have the meanings set opposite them when used in this Offering Memorandum:

<b>Accounting Currency</b>	The reporting currency for the purposes of the compilation of the annual financial statements of the Company, which shall be the EUR.
<b>Accounting Period</b>	Unless otherwise determined by the Directors, a financial period of the Company commencing in respect of the first such period on the date of the registration of the Company and terminating on 31 December 2017 and in any other case thereafter commencing on 1 January and ending on 31 December in the same year.
<b>Administrator</b>	In respect of a Sub-Fund, the entity engaged by the Company or by its appointed agent to provide administration services to the Sub-Fund. Refer to “ <b>Section 5   The Administrator</b> ” and the relevant Offering Supplement for details.
<b>AIF</b>	Alternative Investment Fund as defined in the AIFMD.
<b>AIFM</b>	Alternative Investment Fund Manager as defined in the AIFMD.
<b>AIFMD</b>	European Union Directive 2011/61/EU on Alternative Investment Fund Managers including any implementing regulations issued under it. Unless the context otherwise requires or implies, references to the AIFMD refer to the AIFMD as transposed under Maltese law and MFSA Rules.
<b>Auditors</b>	PricewaterhouseCoopers, or any successor auditors of the Company under the Companies Act.
<b>Banker</b>	Such credit institutions that may be appointed as bankers by the Company in respect of a Sub-Funds from time to time.
<b>Base Currency</b>	The currency in which a particular class of Investor Shares is denominated. In relation to any particular Sub-Fund see the related Offering Supplement for details.
<b>Board</b>	The Board of Directors of the Company, any duly constituted committee of the Board or its delegates.
<b>Business Day</b>	Any day that is a normal business day and not a national or bank holiday in Malta or such other day as the Directors may from time to time determine.



<b>CHF/Swiss Franc</b>	The lawful currency of Switzerland.
<b>Closing Date</b>	The date on which the Initial Offering Period for a particular Sub-Fund ends. The Closing Date for each Sub-Fund will be set forth in the related Offering Supplement.
<b>Companies Act</b>	The Companies Act (Cap. 386, Laws of Malta).
<b>Company</b>	Bergholt SICAV p.l.c.
<b>Company Secretary</b>	E2S Monitoring Ltd., or such other person occupying the post of secretary of the Company from time to time.
<b>Dealing Day</b>	Any Business Day that is a Subscription Day and/or a Redemption Day.
<b>Depository</b>	Depository within the meaning of the AIFMD which is Zarattini International Limited or its successor.
<b>Directors</b>	The directors of the Company.
<b>Distributor</b>	Such distributor or distributors that may be appointed by the Company and/ or the Investment Manager from time to time.
<b>EEA Member States</b>	The EEA includes EU countries and also Iceland, Liechtenstein and Norway, but not Switzerland.
<b>Eligible Investor</b>	An investor which: (i) satisfies the definition of a Professional Investor; or (ii) satisfies the definition of a Qualifying Investor.
<b>EU</b>	The European Union.
<b>EUR/€/Euro</b>	The currency of the participating member states of the European Union that have adopted a single currency in accordance with the Treaty on the European Union of 7 <sup>th</sup> February, 1992.
<b>Executing Broker</b>	Such executing or prime brokers that may be appointed in respect of a Sub-Fund from time to time.
<b>FATF</b>	The Financial Action Task Force.
<b>Founder Shares</b>	Ordinary voting non-participating Shares with no nominal value in the Company.
<b>Home Member State</b>	Malta.
<b>Host Member State</b>	EU Member State or EEA State, other than Malta, where the Investment Manager markets the Company in accordance with the AIFMD.
<b>Illiquidity Event</b>	An event determined by the Directors, upon the recommendation of the Investment Manager, in consequence of which any asset(s) of a Sub-Fund becomes illiquid or otherwise difficult to value.

<b>Initial Offering Period</b>	The period during which Investor Shares in any Sub-Funds are first offered at the Initial Offering Price. In relation to any particular Sub-Fund, see the related Offering Supplement for details.
<b>Initial Offering Price</b>	The price at which Investor Shares may be purchased during the Initial Offering Period. In relation to any particular Sub-Fund, see the related Offering Supplement for details.
<b>Investment Advisor</b>	Such investment advisor that may be appointed by the Investment Manager from time to time.
<b>Investment Advisory Fee</b>	The investment advisory fee which may be payable by the Investment Manager to the Investment Advisor.
<b>Investment Management Fee</b>	The investment management fee which may be payable by the Company to the Investment Manager. In relation to any particular Sub-Fund, see the related Offering Supplements for details.
<b>Investment Manager</b>	The AIFM of the Company and its Sub-Funds, which is Gamma Capital Markets Limited or its successor.
<b>Investor Shares</b>	Non-voting participating Shares of no par value in the capital of the Company, which may be divided into different classes and which classes may, alone or together with other classes of Investor Shares, constitute Sub-Funds of the Company.
<b>ISAct</b>	The Investment Services Act (Cap. 370, Laws of Malta) including any subsidiary legislation or regulations issued thereunder (including, the Investment Services Act (List of Notified AIFs) Regulations, 2016) (S.L. 370.34, Laws of Malta).
<b>Memorandum and Articles</b>	The Memorandum and Articles of Association of the Company.
<b>MFSA</b>	The Malta Financial Services Authority and/or any successor competent authority under the ISAct exercising supervisory and regulatory powers over the Company and the Investment Manager.
<b>MFSA Rules</b>	Any rules, conditions, guidelines or guides issued by the MFSA in terms of the ISAct and which may be applicable to the Company and its Sub-Funds, and their management by the Investment Manager.
<b>Minimum Additional Subscription</b>	Following the initial subscription, the minimum amount or value of Investor Shares that must be subscribed by the same Shareholder in the same Sub-Fund. In relation to any particular Sub-Fund, see the related Offering Supplement.
<b>Minimum Holding</b>	The minimum amount or value of Investor Shares that must be held in the Company and/or a Sub-Fund by any investor at all times. In relation to any particular Sub-Fund,

see the related Offering Supplement.

<b>Minimum Initial Subscription</b>	The minimum amount or value of Investor Shares that must be invested in a Sub-Fund by any investor on first becoming a Shareholder. In relation to any particular Sub-Fund, see the related Offering Supplement.
<b>Minimum Redemption</b>	The minimum amount or value of Investor Shares that may be redeemed. In relation to any particular Sub-Fund, see the related Offering Supplement.
<b>NAV</b>	The Net Asset Value of a Sub-Fund or, where a Sub-Fund comprises more than one class, that attributable to a particular class of Investor Shares of a Sub-Fund.
<b>NAV per Share</b>	The NAV divided by the number of Investor Shares in issue of the Sub-Fund or class of Investor Shares concerned, as applicable.
<b>Notified AIF</b>	An AIF which has been notified to the MFSA by the Investment Manager and is included in the List of Notified AIFs maintained by the MFSA in terms of the Investment Services Act (List of Notified AIFs) Regulations, 2016 (S.L. 370.34, Laws of Malta).
<b>OECD</b>	The Organisation for Economic Co-operation and Development.
<b>Offering</b>	The offering of Investor Shares for subscription as described in this Offering Memorandum and, in relation to a particular Sub-Fund, in the related Offering Supplement.
<b>Offering Memorandum</b>	All constituent parts of this Offering Memorandum, including all of its relevant appendices, amendments, supplements and exhibits thereto, as the same may, from time to time be consolidated, together with any Offering Supplements which may be issued from time to time.
<b>Offering Period</b>	The period during which Investor Shares in a Sub-Fund will be made available at the Offering Price. In relation to any particular Sub-Fund, see the related Offering Supplement for details.
<b>Offering Price</b>	The price at which Investor Shares may be purchased after the Closing Date which is normally the NAV per Share at the last preceding Valuation Day. In relation to any particular Sub-Fund, see the related Offering Supplement.
<b>Offering Supplement</b>	An offering document in relation only to Investor Shares in a particular Sub-Fund of the Company, including all of its relevant appendices, amendments and exhibits thereto, if any, as the same may from time to time be consolidated.
<b>Officers</b>	In relation to the Company, includes a director, manager or company secretary of the Company but does not include the auditor.

**Performance Fee**

The performance fee, if any, payable to the Investment Manager. In relation to any particular Sub-Fund, see the related Offering Supplement for details.

**Professional Investor**

The term “Professional Investor” means a client who possesses the experience, knowledge and expertise to make its own investment decisions and properly assess the risks that it incurs.

The following should all be regarded as professionals in all investment services and activities and with respect to all the financial instruments mentioned in Schedule 2 to the Investment Services Act, 1994:

- a. Entities which are required to be authorised or regulated to operate in the financial markets. The list below should be understood as including all authorised entities carrying out the characteristic activities of the entities mentioned: entities authorised by a Member State under a Directive, entities authorised or regulated by a Member State without reference to a Directive, and entities authorised or regulated by a non-Member State:
  - i. Credit Institutions;
  - ii. Investment Firms;
  - iii. Other authorised or regulated financial institutions;
  - iv. Insurance Companies;
  - v. Collective Investment Schemes and management companies of such Schemes;
  - vi. Pension funds and management companies of such funds;
  - vii. Commodity and commodity derivatives dealers;
  - viii. Locals;
  - ix. Other institutional investors;
- b. Large undertakings meeting two of the following size requirements on a company basis:
  - balance sheet total: EUR20,000,000
  - net turnover: EUR40,000,000
  - own funds: EUR2,000,000.
- c. National and regional governments, public bodies that manage public debt, Central banks, international and supranational institutions such as the World Bank, the IMF, the ECB, the EIB and other similar international organisations.
- d. Other institutional investors whose main activity is to invest in financial instruments, including entities dedicated to the securitisation of assets or other financing transactions.

Clients not falling under any of the above categories, including public sector bodies and private individual investors may also be treated as professional investors upon request subject to the fulfilment of specific conditions.

**Qualifying Investor**

A potential investor who fulfils the following criteria:

- (i) invests a minimum of EUR100,000 or its currency equivalent in the Company which investment may not be reduced below this minimum amount at any time by way of a partial redemption;
- (ii) declares in writing to the Investment Manager and the Company that they are aware of and accept the risks associated with the proposed investment; and
- (iii) satisfy at least one of the following:
  - 1) a body corporate which has net assets in excess of EUR 750,000 or which is part of a group which has net assets in excess of EUR 750,000 or, in each case, the currency equivalent thereof;
  - 2) an unincorporated body of persons or association which has net assets in excess of EUR 750,000 or the currency equivalent;
  - 3) a trust where the net value of the trust's assets is in excess of EUR 750,000 or the currency equivalent;
  - 4) an individual whose net worth or joint net worth with that of the person's spouse, exceeds EUR 750,000 or the currency equivalent; or
  - 5) a senior employee or director of a service provider to the AIF.

**Redemption Day**

A Business Day on which requests for the redemption of Investor Shares which have been accepted by the Company or on which mandatory redemptions of Investor Shares will be effected. In relation to any particular Sub-Fund, see the related Offering Supplement for details.

**Redemption Notice**

Subject to the discretion of the Directors to accept other forms of notice, the notice a specimen of which is available from the Administrator which has to be submitted to the Company by a Shareholder wishing to redeem all or some of its Investor Shares.

**Redemption Price**

The price at which Investor Shares accepted for redemption will be redeemed which is normally the NAV per Share at the last preceding Valuation Day. In relation to any particular Sub-Fund, see the related Offering Supplement.

**Redemption Proceeds**

The Redemption Price multiplied by the number of Investor Shares being redeemed by the redeeming Shareholder, net of any applicable charges as may be stated in the related Offering Supplement.

**Remitting Bank**

The bank or financial institution from which a subscriber's subscription monies are sent to the Company.

**Shareholder**

A registered holder of Investor Shares.

**Side Pocket**

Assets of a relevant Sub-Fund which the Directors determine to constitute a Side Pocket, being assets that have become illiquid or that have become comparatively

hard to value, and which are represented by Side Pocket Shares.

**Side Pocket Shares**

A class of Investors Shares in a Sub-Fund which represent assets allocated by the Directors to a Side Pocket of the relevant Sub-Fund.

**Sub-Fund**

The class or classes of Investor Shares which the Directors may from time to time declare to constitute a Sub-Fund being a separate patrimony of assets and liabilities to be maintained and invested in accordance with the Investment Objectives and Policies applicable to such Sub-Fund.

**Sub-Investment Manager**

Such entities or individuals which may be appointed by the Investment Manager to manage all or part of the portfolio of assets of a Sub-Fund subject to the terms of the agreement between such Sub-Investment Manager and the Investment Manager.

**Sub-Investment Management Fee**

The sub-investment management fee which may be payable by the Investment Manager to the Sub-Investment Manager.

**Subscriber**

A person who has completed and submitted a Subscription Agreement for Investor Shares in a Sub-Fund of the Company.

**Subscription Agreement**

The form, a specimen of which is available from the Administrator, which has to be submitted to the Company by a prospective investor for the purposes of subscribing to Investor Shares.

**Subscription Day**

A Business Day on which the Company will issue new Investor Shares to Subscribers who have been accepted. In relation to any particular Sub-Fund, see the related Offering Supplement for details.

**Valuation Day**

The Business Day immediately preceding a Subscription Day or Redemption Day and/or such other Business Day as the Directors may from time to time determine and/or such other Business Day as may be specified in the related Offering Supplement in respect of a Sub-Funds.

**Rules of Construction**

For the purposes of this Offering Memorandum, unless the context otherwise requires or implies:

- (a) words importing the **singular** include the plural and vice versa;
- (b) words which are **gender** neutral or gender specific include each gender;
- (c) other **parts of speech and grammatical forms** of a word or phrase defined in the Offering Memorandum has a corresponding meaning;
- (d) an expression importing a **natural person** includes a company, partnership, joint venture, association, corporation or other body corporate and a government agency;
- (e) a reference to “includes” means to include without limitation;
- (f) a reference to a **law** is a reference to that law as amended, consolidated or replaced and includes any subsidiary legislation or rules issued under it;

- (g) a reference to a **document** includes all amendments or supplements to that document, or replacements or novations of it;
- (h) a reference to a **Section, Part, Paragraph** or **Appendix** refers to a Section, Part, Paragraph or Appendix of this Offering Memorandum;
- (i) a reference to a **entity** in the Offering Memorandum (as the context requires) includes that entity's successors and permitted assigns;
- (j) a reference to **redeem** shall include repurchase;
- (k) a reference to acts done by a Sub-Fund is a reference to the Company acting in respect of that Sub-Fund in view of the fact that a Sub-Fund does not have a separate and distinct legal personality from that of the Company; and
- (l) all references to **currencies** shall include any successor currency.

### Structure of this Document

Due to the structure of the Company and the fact that several classes of Investor Shares in the Sub-Funds may be offered, the Company has issued this Offering Memorandum which includes general information in connection with the Company and certain Offering Supplements, one for each Sub-Fund.

The Offering Memorandum covers all the matters which are generally relevant and/or common to the Sub-Funds. The Offering Supplements contain specific information directly related to a Sub-Fund and the classes of Investor Shares constituting that Sub-Fund. Each Offering Supplement forms an integral part of this Offering Memorandum.

In the case of the Company constituting a new Sub-Fund, a new Offering Supplement, dedicated to the particulars of that Sub-Fund, will be issued.

An Investor will be provided by or on behalf of the Company with both the Offering Memorandum and the relevant Offering Supplement for the specific Sub-Fund. Any Offering Supplement should be read in conjunction with this Offering Memorandum.

An Offering Supplement may modify, supplement or exclude any terms or conditions stated in this Offering Memorandum in relation to a particular Sub-Fund as well as include terms and conditions which, although not included in this Offering Memorandum, apply to the related Sub-Fund. In the event of any incompatibility between the Offering Memorandum and any Offering Supplement, the latter shall prevail with respect to the related Sub-Fund.

## Section 2 | PRINCIPAL FEATURES

The following should be read in conjunction with the full text of this Offering Memorandum and is qualified in its entirety by and subject to the detailed information contained elsewhere in this document.

### Company Structure

**Bergholt SICAV p.l.c.** is a collective investment scheme established as a multi-fund investment company with variable share capital (SICAV) incorporated with limited liability under the laws of Malta. The Company is a Notified AIF under the ISAct.

The Company may constitute segregated Sub-Funds which are segregated patrimonies and are represented by different classes of Investor Shares. These Sub-Funds may also comprise or be sub-divided into more than one class of Investor Shares which are not segregated patrimonies.

At the date of this Offering Memorandum the Company has established the following Sub-Fund:

- ***Decorrelated Income Strategy Fund***

In addition to the investment eligibility requirements set out in this Offering Memorandum, the Company in respect of the relative Sub-Funds is also subject to the investment objectives, policies, restrictions and other features of each Sub-Fund are outlined in the relevant Offering Supplement.

In the future, new Sub-Funds may be established and others may be closed. An up-to-date list of the Sub-Funds available for investment can be obtained from the Investment Manager or the Administrator.

### Segregated Assets

The Company is structured with segregated liability between its Sub-Funds pursuant to Maltese law and accordingly, the assets of one Sub-Fund will not generally be available to meet the liabilities of another.

Under Maltese law, the creditors of that Sub-Fund whose liabilities exceed its assets shall have no claim or right of action against the assets of the other Sub-Funds and of the Company and the legal status of each Sub-Fund as having segregated assets and liabilities from each of the other Sub-Funds should be respected in any proceedings under the Companies Act related to either the dissolution and consequential winding-up of the Company or its reconstruction. Furthermore such proceedings instituted under the Companies Act should apply in the same way to each Sub-Fund as though it were a distinct legal entity and with such modifications as are necessary in view of the fact that a Sub-Fund is not a company. Any such proceedings in relation to any one Sub-Fund should not have any effect on the assets of any other Sub-Fund or of the Company.

The Directors will hold or cause to be held such separate accounts, records, statements and other documents as may be necessary to evidence the liabilities and assets of each Sub-Fund as distinct and separate from the assets and liabilities of all the other Sub-Funds. If classes of Investor Shares are issued in the same Sub-Fund, all assets and liabilities of each such class of Investor Shares would form part of the total assets and liabilities of the Sub-Fund of which such a class of Investor Shares forms part.

Notwithstanding the foregoing, the Company is a single legal entity which may operate or have assets held on its behalf or be subject to claims in other jurisdictions which may not necessarily recognise such segregation and in such circumstances the assets of one Sub-Fund may be



exposed to the liabilities of another. There is no guarantee that the courts of any jurisdiction outside Malta will respect the limitations on liability associated with segregated account companies.

### **New Classes of Investor Shares**

The Company may issue new classes of Investor Shares which may be constituted as segregated Sub-Funds or new classes of Investor Shares within existing Sub-Funds, which may be designated in various currencies. The assets of the said Sub-Funds may be managed utilising different strategies or methodologies, or by investing in different markets.

This Offering Memorandum is to be at all times accompanied by an Offering Supplement for the Sub-Fund which is the subject of the Offering. Offerings in other Sub-Funds may be made again in the future. Information about Sub-Funds other than the ones referred to herein may be obtained from the Investment Manager or the Administrator.

### **Investment Objective and Policies**

The investment objective and policies of a Sub-Fund are set out in the Offering Supplement in respect of that Sub-Fund.

There is no guarantee that the investment objective will be met.

### **Investment Restrictions**

Except as may be specifically stated in the Offering Supplement applicable to any particular Sub-Fund, there shall be no restriction in the manner and extent to which the Company or any of its Sub-Funds may deploy, pledge or otherwise give as security, their assets, or assume liabilities, in pursuit of their specific investment strategies. The Offering Supplement may provide details of any collateral and asset reuse arrangements for a particular Sub-Fund.

### **Restrictions on Borrowing or Leverage**

Except as may be specifically stated in the Offering Supplement applicable to any particular Sub-Fund or in MFSA Rules, there shall be no restriction in the manner and extent to which the Company or any of its Sub-Funds may borrow or leverage its assets.

Where a Sub-Fund is subject to restrictions on borrowing or leverage, the Offering Supplement will, in so far as applicable, include details of:

- (a) the circumstances in which the Sub-Fund may borrow or employ leverage;
- (b) the types and sources of borrowing or leverage permitted by the Sub-Fund; and
- (c) any other restrictions on borrowing or leverage by the Sub-Fund.

The maximum level of borrowing or leverage which the Investment Manager or Sub-Investment Manager is entitled to employ in respect of the Sub-Fund shall be made available to investors prior to investing in the Sub-Fund.

### **Cross Sub-Fund Investment**

Subject to any additional restrictions stated in the Offering Supplement applicable to any particular Sub-Funds, a Sub-Fund shall be permitted to invest in Shares of other Sub-Funds of the Company (“Cross-Sub-Fund Investment”).

Furthermore the following conditions and restrictions will apply in case of Cross Sub-Fund Investments:

- (a) a Sub-Fund may not invest more than fifty percent (50%) of its assets in any one other Sub-Fund of the Company;
- (b) a Sub-Fund which is the subject of a Cross-Sub-Fund Investment may not invest back into a Sub-Fund which invested in it;
- (c) the Investment Manager will, to the extent of the Cross-Sub-Fund Investment, only charge one Investment Management and one subscription or redemption fee; and
- (d) to the extent applicable, Shares held by another Sub-Fund will not have any voting rights or be counted when thresholds for consent of Investor Shareholders.

### **Alterations to the Offering Documents**

The Directors may, at their sole discretion, alter the Offering Memorandum of the Company and/or Offering Supplement of the Sub-Fund. Such changes shall be notified to the MFSA within thirty (30) Business Days from the date of the resolution of the Board approving such changes. The MFSA shall acknowledge receipt of the amendments to the Offering Memorandum within ten (10) business days from the date of notification of the revisions. The revisions to the Offering Memorandum will come into effect upon MFSA's acknowledgement.

### **Alterations to the Investment Objective, Policies and Restrictions**

Subject to the below requirements, and subject to the minimum requirements as set out above, the Directors may, at their sole discretion, alter the Investment Objective, Policies and Restrictions of a Sub-Funds.

Any alteration to the Investment Objective shall be notified to the holders of the Investor Shares in that Sub-Fund by mail at least thirty (30) Business Days before such alterations to the Investment Objective are to come into effect. These changes will only become effective after all redemption requests received during such notice period have been satisfied and upon MFSA's acknowledgement of the alterations to the Offering Documents.

### **Redemption**

Redemptions of Investor Shares may be made on any Redemption Day, at the Redemption Price, if a valid Redemption Notice is received by the Company at the office of the Administrator with such prior notice and subject to such other conditions as may be stated in the related Offering Supplement.

Redemption requests received after such date will be processed on the next following Redemption Day, provided that the Directors may accept, at their sole discretion, a shorter notice. Redemption Proceeds due will be paid out as soon as practicable after final calculation of the Redemption Price on the relevant Valuation Day and after receipt of the proceeds of the sale of any investments sold to fund the redemption.

### **Publication of Net Asset Value**

The NAV per Share, as determined on each Valuation Day, will ordinarily be made available at the offices of the Investment Manager or Administrator.

Please see the related Offering Supplement for NAV per Share publication arrangements in relation to any particular Sub-Fund.

### **Minimum Initial Subscription and Minimum Holding**

Unless otherwise stated in the respective Offering Supplement or approved by the Board, Subscribers and/or Shareholders are required to observe the Minimum Initial Subscription and the Minimum Holding requirements details of which will be set out in the related Offering Supplement.

The Minimum Holding requirement applies at all times to all Shareholders; however, no obligations shall arise upon a Shareholder should the total value of its relevant holdings decline to less than the Minimum Holding as a result of any fluctuation in the value of any of the underlying assets.

### **Minimum Additional Subscription and Minimum Redemption**

Subject to the Minimum Holding requirement, Shareholders are required to observe the Minimum Additional Subscription and the Minimum Redemption requirements details of which will be set out in the related Offering Supplement.

### **Accounting Currency**

For the purposes of the compilation of the annual financial statements of the Company, the Accounting Currency for the Company shall be the EUR. The accounting currency of a Sub-Fund shall be the Base Currency of a class of Investor Shares constituting that Sub-Fund and shall be set out in the related Offering Supplement.

### **Investment Risk Warning**

In this Offering Memorandum and in the Offering Supplements of any Sub-Fund, there may be disclosures or descriptions of various investment strategies, approaches, techniques, methodologies, processes and intentions in relation to one or more Sub-Funds. Such disclosures or descriptions may constitute “forward-looking information” as they could contain statements of the intended course of conduct and future operations relating to the management of the investments of the Sub-Funds. These statements are based on assumptions made by the Investment Manager of the success of its or those of the Sub-Investment Manager’s investment strategies approaches in certain market conditions, relying on the experience of the Investment Manager’s and the Sub-Investment Manager’s officers and employees and their knowledge of historical economic and market trends.

Investors are cautioned that the assumptions made by the Investment Manager and the Sub-Investment Manager and the success of their investment strategies are highly uncertain, and are subject to a number of factors that make them prone to a range of possible outcomes that can result in substantial losses to the related Sub-Fund. Economic and market conditions may change, which may materially impact the success of the Investment Manager’s and the Sub-Investment Manager’s intended strategies as well as its actual course of conduct.

Such investment strategies carry with them particular risks that are not typical of standard equity or bond funds. Current Shareholders, and any prospective investor, are urged to review carefully the risk factors stated for the Sub-Funds in the relevant part of this Offering Memorandum (refer to “**Section 3 | Risk Factors**”) and any specific risk factors relative to any particular Sub-Fund which may be stated in the Offering Supplement for such Sub-Fund.

### **Further Information**

For further information on the Sub-Funds, reference should be made to the latest version of the related Offering Supplement which is available from the offices of the Investment Manager.

## Section 3 | RISK FACTORS

In evaluating the potential and suitability of an investment in one or more Sub-Funds of the Company, careful consideration should be given by prospective investors to the following risk factors which relate to the management of the Sub-Funds and the underlying markets in which the Sub-Funds' assets will be invested.

An Offering Supplement may also supplement the below list of risk factors with additional risks particular to an investment in the relevant Sub-Fund.

The summary below describes in general terms some of the risk factors that need to be considered in connection with an investment in the Company and its Sub-Funds. These risk factors should be regarded as general information and may not be a complete list of all relevant risk factors. It is accordingly recommended that, besides carefully considering the risk factors below, prospective investors also consult their own advisors on any legal, tax and financial issues that are relevant to their specific situation before investing in the Company and its Sub-Funds.

The attention of prospective investors is also drawn to the notice on the cover page of this Offering Memorandum regarding the fact that the Company and its Sub-Funds classify as Notified Alternative Investment Funds targeting Professional Investors and Qualifying Investors and are therefore subject to a lower level of supervision and regulatory oversight by the MFSA than retail collective investment schemes.

### General Risks of Investing

An investment in the Company and its Sub-Funds is subject to all risks incidental to investment in securities and other assets which the Company and its Sub-Funds may own. These factors include without limitation, changes in government rules and fiscal and monetary policies, changes in laws and political and economic conditions throughout the world and changes in general market conditions. There can be no guarantee that any profits will be realised by the Company or a Sub-Fund and, therefore, by the Shareholders.

### Risks of Multi-Fund Structure

The Company can establish an unlimited number of separate Sub-Funds each represented by one or groups of classes of Investor Shares. In terms of regulations issued under the Companies Act, a Shareholder's interest will be limited to the assets and liabilities represented by the Sub-Fund in which the Shareholder invests. Investors should, however, be aware that in the event a claim is made against the Company, if the assets attributable to a Sub-Fund in respect of which the claim is made are insufficient to cover such claim, then the creditor may if, a non-Maltese court refuse to recognise the statutory segregation of Sub-Funds under Maltese law, nonetheless be allowed by such non-Maltese court to have recourse to the assets attributable to other Sub-Funds.

As at the date of the Offering Memorandum, the Directors are not aware of any such existing or contingent liabilities. Furthermore it is the standard requirement of the Company that any persons dealing with the Company expressly acknowledge the fact that they have no recourse against the Company and the Sub-Funds except to the extent of the assets of the Sub-Fund in relation to which they have had dealings.

As at the date of the Offering Memorandum, the Directors are not aware of any instances where the treatment of segregated assets under Maltese law, as described above, has been successfully challenged, against the Company and any Sub-Funds, in Malta or in any jurisdiction where the Investor Shares have been distributed.

## **Lack of Operating History**

The Company is a newly formed entity and as such does not have any established track record which could be utilised as a basis for evaluating the potential performance of its Sub-Funds.

## **Tax and Legal Risks**

The tax consequences to the Sub-Fund and investors in the Sub-Fund, the ability of the Sub-Fund as a foreign investor to invest in the markets and to repatriate its assets including any income and profit earned on those assets and other operations of the Sub-Fund are based on existing regulations and are subject to change through legislative, judicial or administrative action in the various jurisdictions in which the Company operates. There can be no guarantee that income tax legislation and laws or regulations governing the Company's operations and investments will not be changed in a manner that may adversely affect the Company or its Sub-Funds.

## **Taxation**

Investors in the Investor Shares in a particular Sub-Fund should be aware that they may be required to pay income tax, withholding tax, capital gains tax, wealth tax, stamp taxes or any other kind of tax on distributions or deemed distributions of the Sub-Funds, capital gains within the Sub-Funds, whether or not realised, income received or accrued or deemed received within the Sub-Fund etc., and this will be according to the laws and practices of the country where the Investor Shares are purchased, sold, held or redeemed and in the country of residence or nationality of the Shareholder.

Investors should be aware of the fact that they might have to pay taxes on income or deemed income received by or accrued within a Sub-Fund. Taxes might be calculated based on income received and/or deemed to be received and/or accrued in the Sub-Fund in relation to the Sub-Fund asset, whereas the performance of the Sub-Fund, and subsequently the return investors receive after redemption of the Shares, might partially or fully depend on the performance of underlying assets of an FDI. This can have the effect that the investor has to pay taxes for income or/and a performance which he does not, or does not fully, receive.

Investors who are in any doubt as to their tax position should consult their own independent tax advisors. In addition, investors should be aware that tax regulations and their application or interpretation by the relevant taxation authorities' change from time to time. Accordingly, it is not possible to predict the precise tax treatment, which will apply at any given time.

## **Change of Law**

The Company must comply with any regulatory constraints, such as a change in the laws affecting the Investment Restrictions, which might require a change in the investment policy and objectives followed by a Sub-Fund.

## **Political and/or Regulatory Risk**

The performance of the Investor Shares in a particular Sub-Fund or the possibility to purchase, sell, or repurchase may be affected by changes in general economic conditions and uncertainties such as political developments, changes in government policies, laws or regulations (including regarding taxation), the imposition of restrictions on the transfer of capital and changes in regulatory requirements in the Company's home jurisdiction or in countries where a Sub-Fund is invested. The legal infrastructure, accounting, auditing and reporting standards in certain jurisdictions in which the capital of a Sub-Fund may be invested may not offer the same degree of investor protection or information as is normally expected in major securities markets.

## European Market Infrastructure Regulation

On 16 August, 2012, the European Market Infrastructure Regulation (“EMIR”) entered into force. EMIR introduces certain requirements in respect of derivative contracts, which will apply primarily to “financial counterparties” such as EU authorised investment firms, credit institutions, insurance companies, UCITS and alternative investment funds managed by EU authorised alternative investment fund managers, and “non-financial counterparties” which are entities established in the EU which are not financial counterparties. Broadly, EMIR’s requirements in respect of derivative contracts are (i) mandatory clearing of OTC derivative contracts declared subject to the clearing obligation; (ii) risk mitigation techniques in respect of uncleared OTC derivative contracts; and (iii) reporting and record-keeping requirements in respect of all derivative contracts.

The implementation of EMIR is achieved largely through secondary measures which are being phased in over time. Certain of EMIR’s requirements have applied since 15 March, 2013 and additional requirements are coming into force subsequently thereafter and/or are yet to be finalised. The EU regulatory framework relating to derivatives is set not only by EMIR but also by the recently adopted (but yet to come in force) “recast” Markets in Financial Instruments Directive (“MiFID II”) and its implementing measures, which have not yet been finalised. In particular, MiFID II is expected to require transactions in derivatives to be traded on a regulated market and cleared. It is difficult to predict the full impact of these regulatory developments on the Sub-Funds. Prospective investors should be aware that the regulatory changes arising from EMIR and MiFID II may in due course significantly raise the costs of entering into derivative contracts and may adversely affect a Sub-Fund’s ability to engage in transactions in derivatives.

## Limited Transferability

Since the Directors may decline to register a transfer of Investor Shares at their sole and absolute discretion, Shareholders may not be able to sell their investments and therefore, would have to utilise the Company’s redemption or repurchase programme, which itself may be subject to restrictions – see **“Section 11 | Redemption of Investor Shares”**.

## Illiquidity of Shares

There will be no secondary market for the Investor Shares, and consequently, Shareholders will likely only be able to dispose of the Investor Shares by redeeming their Shares. There is no assurance that, in order to meet redemptions, a Sub-Fund will be able to liquidate its portfolio without losses. These losses might have an adverse effect on the NAV of the relevant Sub-Fund and thus on the Redemption Proceeds that will be received by the redeeming investor. In the event of unsettled market conditions, or if for any reason Sub-Fund is unable to liquidate its investments or is otherwise obliged to suspend dealings in its Investor Shares, the Company may be unable to redeem Investor Shares.

Kindly also refer to **“Section 11 | Redemption of Investor Shares”** which provides detailed provisions on deferral of redemption arrangements, redemptions in specie, temporary suspension in redemptions and on suspension of redemptions requests.

These arrangements have a direct effect on the liquidity of the Investor Shares.

## Substantial Redemptions

Substantial redemptions of Investor Shares could require a Sub-Fund to liquidate positions more rapidly than would otherwise be desirable, which could adversely affect the value of the Investor Shares. Substantial redemptions might also cause the liquidation of the Company and/or a Sub-Fund.

Illiquidity in certain markets could also make it difficult for a Sub-Fund of the Company to liquidate positions on favourable terms, thereby resulting in a decrease in the value of the assets. In these circumstances, the non-redeeming Shareholders will bear a disproportionate risk of any decline in the value, liquidity and quality of a Sub-Fund's assets subsequent to the redemptions.

In any of the circumstances described above, the Company may defer, suspend or limit the redemption of Investor Shares in such Sub-Fund – see “**Section 11 | Redemption of Investor Shares**”.

## **Compulsory Redemptions**

The Company reserves the right to require a Shareholder to redeem its total shareholding, within one (1) Business Day of a notice of intent to do so in the event that the holding of Shares by the Shareholder concerned may result in regulatory, pecuniary, legal, taxation or material administrative disadvantage for the Company or the Shareholders as a whole, if such Shareholder ceases to qualify as an Eligible Investor or, if on any Valuation Day, the total value of the Investor Shares held by the Shareholder is less than the Minimum Holding for the Company or a Sub-Fund. Such compulsory redemptions will take place at the prevailing Redemption Price on the day that such redemption takes place. Should the Company exercise this right, it will not be liable for any loss that an investor may suffer as a result of such compulsory redemption. The Company reserves the right not to give any reason for such an action.

## **Indemnities**

The Company's Directors and Officers, the Investment Manager, the Depositary, the Prime Broker, the Administrator and other Service Providers to the Company and each of their directors, officers, employees and agents are entitled to be indemnified in certain circumstances. As a result, there is a risk that the Company's assets will be used to indemnify such persons, companies or their employees or satisfy their liabilities as a result of their activities in relation to the Company or a Sub-Fund.

See “**Section 16 | Indemnities**” for further details on the indemnities granted by the Company.

## **Interest Rate Changes**

Interest rate risk includes, but is not limited to:

- (a) the risk that debt obligations will decline in value because of changes in interest rates. Generally, debt securities will decrease in value when interest rates rise and increase in value when interest rates decline. The value of a Sub-Fund's investments may fluctuate with the level of prevailing interest rates from time to time.
- (b) the risk that the cost of any borrowing by the Company, or by a Sub-Fund, on which interest is payable at a variable rate will increase if the relevant rate of interest moves higher. Conversely, assets which earn interest at a variable rate will suffer a decline in income if the relevant rate of interest declines.

## **Concentration Risk**

To the extent that its portfolio is concentrated in investments or other assets in or from a particular country, market, industry, group of industries, sector or asset class, a Sub-Fund may be adversely affected by the performance of those assets, may be subject to increased price volatility and may be more susceptible to adverse economic, market, political or regulatory occurrences affecting that market, industry, group of industries, sector or asset class.

## Geographic Risk

Geographic risk is the risk that a Sub-Fund's assets may be concentrated in countries located in the same geographic region. This concentration will subject a Sub-Fund to risks associated with that particular region, such as a natural disaster.

## Confidential Information

The Investment Manager may, in connection with its other business activities, acquire material non-public confidential information that may restrict the Investment Manager from purchasing assets or selling assets for itself or its clients (including the Company) or otherwise using such information for the benefit of its clients or itself.

## Credit Risk

Some of the assets held by a Sub-Fund may derive an important part of their value from the credit quality of an issuer or an underlying entity. In the eventuality of a credit event related to that issuer or related entity, such as a bankruptcy, obligation acceleration, obligation default, failure to pay, repudiation, moratorium or restructuring, or in the eventuality of a general deterioration of credit conditions, the Sub-Funds could be subject to important losses on credit related positions.

In addition, with regards to the credit risk of the Company towards the potential investors or Shareholders, monies subscribed in advance of a Subscription Day and held pending investment on the Subscription Day, or proceeds of redemptions held pending payment to investors, may be viewed by the courts as assets of the Company in the event of the insolvency of the Company prior to that relevant Dealing Day.

## Credit Ratings

The management of any Sub-Fund may involve substantial reliance on credit ratings. Credit ratings are assigned by rating agencies such as Standard & Poor's or Moody's. It is important to understand the nature of credit ratings in order to understand the nature of securities. The level of a credit rating is an indication of the probability that (in the opinion of the rating agency) payments will be made on the relevant bond(s) or other obligation(s) to which the credit rating relates. Bonds with a rating of AAA, AA, A or BBB by S&P are generally called "investment grade" bonds, with AAA representing the credit rating of the highest quality. While credit ratings can be a useful tool for financial analysis, they are not a guarantee of quality or a guarantee of future performance in relation to the relevant obligations. Ratings assigned to securities by rating agencies may not fully reflect the true risks of an investment. Ratings may also be withdrawn or revised at any time. The Company may also invest in unrated securities which pose a higher risk than rated securities.

## Borrowing and Leverage Risks

A Sub-Fund may not be able to repay borrowings or may be forced to sell investments at a disadvantageous time in order to repay borrowings. Costs incurred in connection with the use of leverage may not be recovered by income or appreciation in the investments purchased, and may be lost in the event of a decline of the market value of such investments. In the event of a precipitous drop in the value of its assets, a Sub-Fund might not be able to liquidate assets quickly enough to repay its margin debt. A Sub-Fund might elect to sell its more liquid assets to repay borrowings, or to meet redemptions, thus increasing its concentration in less liquid securities.



## Strategy

In any Sub-Fund, strategy related losses can result from excessive concentration in the same investment policy or in the general economic events that adversely affect particular strategies. Furthermore, policies employed may evolve over time, and perhaps change materially, in ways that would be difficult (if not impossible) for the Investment Manager to detect or follow. There can be no assurance that any trading method employed by the Investment Manager will produce profitable results. Moreover, past performance is not necessarily indicative of future profitability.

## Trading Risks

Substantial risks are involved in alternative strategies, including the trading of options and futures. Market movements can be volatile and are difficult to predict. Politics, recession, inflation, employment levels, trade policies, international events, war and other unforeseen events can also have significant impact upon the prices of the investment instrument used. A variety of possible actions by various government agencies also can inhibit the profitability of a Sub-Fund's policies or can result in losses. Such events, which can result in large market movements and volatile market conditions, create the risk of catastrophic losses on the assets and the trading entities in which a Sub-Fund will invest.

A Sub-Fund is also subject to the risk of the failure of any of the exchanges on which its positions trade or of their clearing houses.

## Liquidity of Investments

At various times, the markets for securities in which a Sub-Fund may invest in may be "thin" or illiquid, making purchases or sales of securities at desired prices or in desired quantities difficult or impossible. The liquidity of the market may also be affected by a halt in trading on a particular futures or securities exchange or exchanges. Illiquid markets may make it difficult for a Sub-Fund to get an order executed at a desired price. All of the above could result in delays in the calculation of the NAV and/or payment of any Redemption Proceeds. Under certain circumstances, the Sub-Fund may be unable to liquidate portfolio investments due to the absence of a liquid market, and consequently, may not be able to redeem Investor Shares.

## Hedging Transactions

The Investment Manager may employ various techniques to attempt to reduce a portion of the risks inherent in its investment strategies. The ability to achieve the desired effect through a particular technique is dependent upon many factors, including the liquidity of the market at the desired time of execution. Thus such techniques cannot always be implemented or effective in reducing losses. Hedging transactions, including the use of derivative contracts, which may be used by the Investment Manager have risks associated with them, including possible default by the other party to the transaction, illiquidity, a lack of regulation in certain over-the-counter markets and, to the extent that the view of the Investment Manager as to certain market movements is incorrect, the risk that the use of hedging transactions could result in losses greater than if they had not been used. Use of put and call options may result in losses. The use of currency transactions can result in losses being incurred as a result of a number of factors including the imposition of exchange controls, suspension of settlements, or the inability to deliver or receive specified currency.

The use of options and futures transactions entails certain other risks. In particular the variable degree of correlation between price movements of futures contracts and price movements in the related portfolio position of a Sub-Fund creates the possibility that losses on the hedging instrument may be greater than gains in the value of that position. In addition, futures and options markets may not be liquid in all circumstances. As a result, in certain markets, a Sub-Fund might not be able to close out a transaction without incurring substantial losses, if at all. Although the

use of futures contracts and options transactions for hedging should tend to minimise the risk of loss due to a decline in the value of the hedged position, at the same time they tend to limit any potential gain which might result from an increase in value of such position. Finally, the daily variation margin requirements for futures contracts could create a greater ongoing potential financial risk than could purchases of options, where the exposure is limited to the cost of the initial premium. Losses resulting from the use of hedging transactions could reduce Net Asset Value, and possibly income and such losses can be greater than if the hedging transactions had not been utilised.

## **Investment in Unregulated Collective Investment Schemes**

One or more Sub-Funds of the Company may invest in unregulated collective investment schemes. It should be noted that unregulated collective investment schemes do not afford the same level of protection towards investors generally afforded by regulated collective investment schemes.

## **Derivatives**

One or more Sub-Funds of the Company may from time to time utilise both exchange-traded and over-the-counter derivatives including, but not limited to futures, forwards, swaps, options and contracts for differences as part of its investment policy. These instruments can be highly volatile and expose investors to a high risk of loss. The low initial margin deposits normally required to establish a position in such instruments permit a high degree of leverage. As a result, depending on the type of instrument, a relatively small movement in the price of a contract may result in a profit or a loss which is high in proportion to the amount of funds actually placed as initial margin and may result in unquantifiable further loss exceeding any margin deposited. In addition, daily limits on price fluctuations and speculative position limits on exchanges may prevent prompt liquidation of positions resulting in potentially greater losses. Transactions in over-the-counter contracts may involve additional risk as there is no exchange market on which to close out an open position. It may be impossible to liquidate an existing position, to assess the value of a position or to assess the exposure to risk. Contractual asymmetries and inefficiencies can also increase risk, such as break clauses, whereby a counterparty can terminate a transaction on the basis of a certain reduction in NAV, incorrect collateral calls or delays in collateral recovery.

A Sub-Fund employing over-the-counter derivatives will also be dependent on the willingness of counterparties to enter into off-exchange contracts with it. Failure to identify or delay in identifying such counterparties could limit the ability of that Sub-Fund to carry on its business.

## **Futures**

The low margins normally required in futures trading permit a very high degree of leverage. As a result, a relatively small movement in the price of a futures contract may result in a profit or loss which is high in proportion to the amount of funds actually placed as margin and may result in unquantifiable further loss exceeding any margin deposited.

Futures trading in many contracts on futures exchanges (although generally not in currencies) is subject to daily price fluctuation restrictions, commonly referred to as “daily limits”, which prohibit the execution of futures trades on any given day outside a prescribed price range based on the previous day’s closing prices. Daily limits do not limit ultimate losses but may make it costly or impossible for the Investment Manager to liquidate a futures position against which the market is moving. A series of “limit moves”, in which the market price moves the “daily limit” with little or no trading taking place, could subject a Sub-Fund to major losses.

The “gearing” or “leverage” often obtainable in futures trading means that a small deposit or down payment can lead to large losses as well as gains. It also means that a relatively small movement can lead to a proportionately much larger movement in the value of a Sub-Fund’s investment, and this can work against that Sub-Fund as well as for it. Futures transactions have

a contingent liability, and the implications of this, in particular the margining requirements, described below under “Contingent Liability Transactions” below.

## Options

The seller (writer) of an option has the obligation to make, or to take, delivery of the underlying asset of the contract at a future date, or in some cases to settle the position with cash. The buyer of an option has the right (but not the obligation) to exercise the option, thereby making or taking delivery of the underlying asset of the contract at a future date, or in some cases settling the position with cash. Options carry a high degree of risk. The “gearing” or “leverage” often obtainable in options trading means that a small deposit or down payment can lead to large losses as well as gains. It also means that a relatively small movement can lead to a proportionately much larger movement in the value of a Sub-Fund’s investment, and this can work against the Sub-Fund as well as for it. Options transactions have a contingent liability, and the implications of this, in particular the margining requirements, described below under “Contingent Liability Transactions”.

## Contingent Liability Transactions

Contingent liability transactions, which are margined, require a Sub-Fund to make a series of payments against the purchase price, instead of paying the whole purchase price immediately.

If a Sub-Fund trades in futures, options or contracts for differences, it may sustain a total loss of the margin deposited to establish or maintain a position. If the market moves against the related Sub-Fund, it may be called upon to pay substantial additional margin at short notice to maintain the position. If the related Sub-Fund fails to do so within the time required, its position may be liquidated at a loss and that Sub-Fund will be responsible for the resulting deficit. Even if a transaction is not margined, it may still carry an obligation to make further payments in certain circumstances over and above any amount paid when that Sub-Fund entered the contract.

## Use of Bankers

Sub-Fund’s cash may be deposited with the Depositary (as banker) or another banking institution selected by the Investment Manager or the Company, as disclosed in the relevant Offering Supplement. In spite of upcoming more stringent rules on banks’ capital reserves and possible restrictions on proprietary trading, the failure of a bank is always possible, especially in the context of systemic risk trigger events. In the event of failure of a bank, a Sub-Fund risks losing all or a portion of cash held with that institution. Further, as an institutional investor, the Company or its Sub-Funds would not normally benefit from depositor compensation schemes.

## Securities Borrowing

Borrowed securities may need to be returned on short notice. If the securities borrowed cannot be returned, a Sub-Fund could be required to cover the short sale by borrowing the security elsewhere or by purchasing securities at a higher price than the short sale transaction thereby creating a loss. Also, if a broker (or prime broker) were to recall funding facilities, the Sub-Fund would be forced to sell securities at disadvantageous conditions.

## Valuations of the Underlying Assets of the Sub-Fund

The NAV of the Sub-Fund and NAV per Share is not audited (except at fiscal year-end) and is based primarily upon the value of the Sub-Fund's underlying assets. In valuing those investments to produce the periodic valuation of the Sub-Fund and its NAV, the Sub-Fund will in some cases need to rely primarily on the valuations procured from valuers engaged by the Company and other sources, which may not be audited valuations, and in the case of investments in securities, on financial information procured from the relevant underlying

securities' issuers, their agents, market makers or other sources. If the information used to determine the NAV of any of the underlying investments is incomplete, inaccurate, or if such NAV does not adequately reflect the value of the underlying investments, the NAV per Share may be adversely affected. Adjustments to the NAV of the Sub-Fund will generally be made to the then current NAV, not by adjusting the NAVs previously reported.

The Sub-Fund will have no control over the choice of service providers, made by the companies invested in, nor on the valuation methods and accounting rules which they may use.

Investors should recognise that the Sub-Fund's ability to correctly assess the value of its investments portfolio will be dependent upon the information available with respect to these investments. The valuations of the underlying assets of the Sub-Fund will be based on the latest available prices. This might not reflect the current situation and current values of the investments of the Sub-Fund.

### **Investment in Unlisted Companies**

Investing in unlisted companies (particularly start-ups and early stage businesses) is a high reward / high-risk investment strategy. It should be noted that unlisted companies are generally not regulated by investor protection norms and disclosures that typically apply to listed companies.

### **Investments in Unlisted Instruments**

With respect to private placed securities, companies whose securities are not registered or publicly traded are not subject to the disclosure and other investor protection requirements which would be applicable if their securities were registered or publicly traded. The Investment Manager may be unable to predict with confidence what, if any, exit strategy ultimately will be available for any given illiquid position. Exit strategies that appear to be viable when an investment is initiated may be unavailable by the time the investment is ready to be realised due to economic, legal, political, or other factors. The valuation of the less liquid investments may differ materially from the actual or realisable value of such investments.

An investment in the Sub-Fund is suitable only for certain sophisticated investors who do not require immediate liquidity for their investments.

### **Investments in Small Cap Companies**

Stocks of small-cap companies have lower trading liquidity which means that there may not be enough sellers of shares at an acceptable price when we want to buy or that we would not be able to sell shares quickly at an acceptable price when we want to sell. Additionally, low trading liquidity results in higher transaction costs. Small-cap companies have less financial resources and limited access to capital compared to larger companies. This may make it more difficult to obtain financing to pursue new growth opportunities or to endure economic and industry downturns. Furthermore, some small-cap companies do not have long operating histories or proven business models. This can make small companies more vulnerable to aggressive competition from larger competitors or regulatory scrutiny. A small-cap company is less likely to have a following of loyal customers who believe in its business model, leaving it more exposed to risk from rapid shifts in customer preferences. Less information is publicly available about small companies than large companies. Investments in small-cap companies carry higher risks than those in large capitalised companies and therefore such investment is suitable only for certain sophisticated investors.

## Dependence on Key Individuals

The Company's success depends to a significant extent, upon the role of the Investment Manager and/or the Sub-Investment Manager in the management of the assets of the Company and its Sub-Funds. To the extent that such activities relate to the operations of the Company, the Company may be adversely affected if any of those officers of the Investment Manager responsible for these activities cease to participate in the operation of the Investment Manager.

The loss of such a key individual's services (e.g. through death, disability, retirement or leaving the employment of the Investment Manager and/or the Sub-Investment Manager) could cause the Company to suffer losses.

## Fee Structure

The Company will bear the fee paid to the Investment Manager and other service providers. Further, certain strategies employed in the Sub-Funds, or in investments made by the Sub-Funds, may require frequent changes in trading positions and consequent portfolio turnover. This may involve brokerage commission expenses exceeding significantly those of other investment schemes of comparable size. Performance Fees may also be payable by the Sub-Funds. The existence of Performance Fee arrangements, especially where no capped amount is imposed, may potentially encourage any person benefiting therefrom (such as the Investment Manager) to make investments that are riskier or more speculative than would be the case in the absence of Performance Fees. The increased in NAV used as a basis for the calculation of performance fee may include both realised and unrealised gains as the end of the calculation period. Therefore, the Performance Fee may be paid out on unrealised gains which may subsequently never be realised by the respective sub-fund.

## Leverage

Investors should be aware that an investment programme utilising leverage is inherently more speculative, with a greater potential for losses, than a programme which does not utilise leverage. The premium normally required in options trading and the low margin deposits normally required in futures trading result in an extremely high degree of leverage. Therefore, a relatively small price movement in an unfavourable direction in a commodity or security futures contract or in the interest underlying an option contract could result in immediate and substantial losses in the Company's investments.

## Exchange Rate Fluctuations

The Company's accounts will be denominated in Euro however the classes of Investors Shares constituting a Sub-Fund and the investments made directly or indirectly by a Sub-Fund may be denominated in any currency as may be specified in the relevant Offering Supplement. Shareholders bear all risks of exchange rate fluctuations between their base currency and the Base Currency of the Investor Shares held by them. The Company may hedge the exchange rate risk between the Base Currency of the classes of Investors Shares in a Sub-Fund and the currency of the assets in which the relevant Sub-Fund invests. All costs and profits and/or losses relating to the hedging instrument will be allocated to the relevant class of Investor Shares in a Sub-Fund to which the hedging instrument relates.

## Conflicts of Interest

Conflicts of interest may arise between the Company and the persons or entities involved in the management of the Company or offering services to it including the Investment Manager, the Administrator, the Depositary, the Prime Broker and other service providers which may be appointed in respect of a Sub-Fund or counterparties thereof. The Investment Manager, the Sub-Investment Manager, the Investment Advisor, the Depositary, the Prime Broker and the

Administrator which may be appointed in respect of a Sub-Fund (including their respective principals, shareholders, members, directors, officers, agents or delegates and employees) may from time to time act as Investment Manager, Sub-Investment Manager, Investment Advisor, the Depository, Prime Broker or Administrator in relation to, or otherwise be involved in, other funds established by parties other than the Company, which have similar objectives and which make investments similar to those made on behalf of a Sub-Fund. Such clients could thus compete for the same trades or investments, and whilst available investments or opportunities for each client are generally expected to be allocated in a manner believed to be equitable to each, certain of the allocation procedures may adversely affect the price paid or received for investments or the size of positions obtained or disposed. Similarly, the Investment Manager, the Sub-Investment Manager, the Investment Advisor, the Administrator, the Depository, the Prime Broker, and their principals and the Directors may trade for their own accounts in any of the types of assets in which a Sub-Fund invests or intends to invest.

Conflicts may also arise as a result of the other services provided by affiliates of the Investment Manager which may provide advisory, depository or other services to the Investment Manager. Similarly the Directors may also be directors of service providers to the Company or of companies in which the Company may invest, which could result in conflicts of interest.

The Directors in their personal capacities, or entities in which the Directors may have a management or financial interest, may also from time to time invest in the Sub-Funds and may increase or decrease such holdings without notice.

Generally, there may be conflicts of interest between the interests of the Company and the interests of the Investment Manager, the Sub-Investment Manager, the Investment Advisor, the Depository, the Prime Broker, the Administrator and their respective affiliates and the Directors to generate fees, commissions and other revenues. In the event that such a conflict of interest arises, the Directors will endeavour to ensure that it is resolved in the best interest of the Company. It should be noted that the Investment Manager as well as its affiliates, may at any time also be offering their services to one or more of the investors in the Sub-Funds.

Furthermore, the Investment Manager may have equity stakes in the funds (or fund managers) to which they are providing their services, or own or have an interest in one or more assets that are also owned by such funds. Conflicts of interest can therefore not be ruled out.

See “**Section 8 | Conflicts of Interest**” for further details on the conflict of interests applicable to the Company.

## **Side Pockets**

The illiquid or hard to value assets of a Sub-Fund represented by Side Pocket Shares is such that Investors in that Sub-Fund holding Side Pocket Shares will not be able to redeem their Investor Shares. The illiquidity of such assets may negatively affect the performance of the relevant Sub-Fund. Investors should also be aware of the increased difficulty in the valuation of Side Pocket Shares and the restrictions associated with the realization of interest from such Side Pocket Shares.

Kindly also refer to “**Section 12 | Side Pockets**” which provides detailed provisions on Side Pockets.

## **Significant Investor / Shareholder**

It is expected that at any time investors in a Sub-Fund of the Company may include individual investors (“Significant Investors”) with significant holdings in the outstanding Investor Shares in a particular Sub-Fund. The presence of a large investor helps to mitigate the burden of the fixed costs of a Sub-Fund, by effectively spreading the impact of such costs over a larger NAV than would otherwise be the case. By the same token, any large redemptions by such an investor will

raise the impact of such fixed costs on remaining investors. Large orders to purchase or sell Investor Shares in a Sub-Fund by Significant Investors may, individually or on a combined basis, also result in parallel investment / disinvestment transactions by the Sub-Fund concerned in one or more of its underlying assets. This could in turn possibly impact on the value of such investments thereby affecting the NAV of the Sub-Fund concerned, as well as that of other Sub-Funds investing in the same underlying assets.

**THE FOREGOING LIST OF RISK FACTORS DOES NOT PURPORT TO BE A COMPLETE ENUMERATION OR EXPLANATION OF THE RISKS INVOLVED IN AN INVESTMENT IN THE COMPANY OR ITS SUB-FUNDS. PROSPECTIVE INVESTORS SHOULD READ THIS ENTIRE OFFERING MEMORANDUM AS WELL AS ANY RELEVANT OFFERING SUPPLEMENT AND CONSULT THEIR OWN COUNSEL AND ADVISORS BEFORE DECIDING TO INVEST IN THE COMPANY OR ITS SUB-FUNDS.**

## Section 4 | THE INVESTMENT MANAGER

Pursuant to an investment management agreement (the “Investment Management Agreement”) entered into between the Company and **Gamma Capital Markets Limited**, the Company has appointed the latter to act as Investment Manager for the Company and its Sub-Funds, in pursuit of the investment objectives and subject to the investment restrictions described in this Offering Memorandum and related Offering Supplements.

The Directors of the Investment Manager are:

### **Mr. Enzo L. Filippini**

Mr. Enzo L. Filippini has 40 years’ experience in the financial markets. He was Head of the Treasury Department at BSI. After leaving BSI, he has been involved in the management of investments for private wealth clients and investment funds. Mr. Filippini was a co-founder of two important family offices. Later he founded his own family office and the Oftrader Group where he is still covering the position of CEO as well as Head of the Investment Committee and Senior Portfolio Manager. He has a high level of competence in investment management and in particular in derivatives, forex, securities and hedge funds.

### **Mr. Eros Lombardo**

Mr. Eros Lombardo has extensive experience in the financial sector mainly in the field of accounting and fiscal matters due to his educational background and work experience. Mr. Lombardo has been a Director of Oftrader SA for the past 10 years where he has acquired a good knowledge of the financial markets including expertise in investment management and particularly derivatives, securities and forex.

### **Mr. Alexander Vella**

Mr. Alexander Vella has wide experience in the financial markets in addition to a strong academic background in economics and financial market theory. Mr. Vella began his career as an economist at the Central Bank of Malta focusing on government finance research and analysis and subsequently undertook the role of Fixed Income Dealer for the management of USD and EUR portfolios for the national reserve and attended the Investment Committee Policy as a non-member. At the Central Bank he was also involved in the ECB’s Securities Market Programme where he was the main dealer in the purchases of Malta’s part of the programme. He later joined NBG Bank Malta to start-up and head the Derivates Sales Unit, where all the necessary policies and procedures were put into place under his supervision and was also involved in acting as an intermediary between clients and counterparts of the group. On account of these experiences and on the strong academic base Mr. Vella has a high level of competence in investment management, in particular in derivatives, fixed-income, forex, and securities.

### **Mr. Michael Galea**

Mr. Michael Galea is the chief operating officer of Calamatta Cuschieri (“CC”). Mr. Galea oversees the daily operations of the CC Group of companies with a particular focus on the areas of investment advisory, operations, compliance and human resources as well as fund management and fund services. He currently sits on a number of committees & boards within the CC Group as well as for clients covering the areas of investment funds, portfolio management & risk management. Prior to joining CC, where he also set up and ran the Treasury Department for a number of years, Mr. Galea was Head of Markets & Investments of a local wealth management Bank where he was directly responsible for all areas relating to international financial markets & treasury operations. Mr. Galea also has a background in corporate finance having worked with one of the Big Four audit firms. Mr Galea holds a B.Com (Hons) Banking & Finance degree as well as a Masters in Business Administration, both from the University of Malta.

The Investment Manager has carried out all the necessary due diligence on the Company and is satisfied that the Company complies with the standards of fitness and properness required by the MFSA in terms of the ISAct.



The Investment Manager is also responsible for selecting the service providers appointed for the Company and to ensure that each service provider appointed is competent, qualified and capable of undertaking the functions being appointed by the Company.

The Investment Manager is further responsible for the management of the assets of the Company and its Sub-Funds. Under the Investment Management Agreement, the Investment Manager has full discretion to invest the assets of the Company and the Sub-Funds, in pursuit of the investment objectives and subject to the investment restrictions described in this Offering Memorandum and related Offering Supplements.

The Investment Manager shall at all times, have sufficient own funds to maintain operational continuity and adequate and appropriate human and technical resources as necessary for the proper management of the Sub-Funds.

The Investment Manager has set up an Investment Committee responsible for:

- a) providing the board of directors with advice related to the investment management services for which the Investment Manager is licensed as this might be required by the board from time to time;
- b) making any recommendations it deems necessary to the board;
- c) reporting regularly to the board on any matter which it feels should be brought to the attention of the board;
- d) establishing, monitoring and reviewing the investment policies, strategies and performance of the fund/s/ portfolios under management;
- e) the determination of the investment allocation criteria to be followed by the portfolio manager and set up the portfolio structure and asset allocation;
- f) issuing rules for stock selection;
- g) operating in accordance with the investment objectives and policies described in any schemes prospectus/offering document in general and the investment guidelines issued by the investment committee of any such fund or scheme in particular.

The Investment Manager employs risk management processes and also has risk management procedures and processes which enable it to monitor the risks of the Sub-Funds.

The Investment Manager has arrangements in place which may also be used in response to redemption requests, including the temporary suspension or deferral of such redemption requests in certain circumstances or use of similar arrangements which, if activated, will restrict the redemption rights investors benefit from in normal circumstances as set out below under **“Section 11 | Redemption of Investor Shares”**.

The Investment Manager is required to act honestly, fairly and with due skill and diligence in conducting its activities in respect of the Company and its Sub-Funds. For this purpose, the Investment Manager has established policies and procedures and made arrangements to ensure the fair treatment of investors. Such arrangements include, but are not limited to:

- a. policies and procedures for preventing malpractices that can reasonably be expected to affect the interests of the investors and investments of the relative Sub-Funds;
- b. rules relating to the conduct of business of the Investment Manger aimed at promoting the best interests of the Company, the investors therein and the integrity of the market;
- c. the application of a high level of diligence in the selection and ongoing monitoring of investments in terms of this Offering Memorandum and the relative Offering Supplement in respect of the relative Sub-Fund;
- d. ensuring adequate knowledge and understanding of the investments to be made by a Sub-Fund;
- e. the fair treatment of investors;
- f. ensuring that no investor obtains preferential treatment, unless such preferential treatment is disclosed in the rules or instruments of incorporation of the Company.

All rights and obligations to investors, including those related to subscription and redemption requests, are set out in this Offering Memorandum, the relevant Offering Supplement or the Memorandum and Articles.

The Investment Manager is required to establish and implement effective arrangements for complying with the best execution requirements, required under the AIFMD. The Investment Manager will therefore take all reasonable steps to achieve the best possible execution result on a consistent basis.

The Investment Management Agreement between the Company and the Investment Manager provides, inter alia, that the agreement may be terminated at any time by either party upon not less than ninety (90) days' prior written notice, that the Investment Manager shall not be liable to the Company for any loss arising in connection with the subject matter of the Investment Management Agreement, howsoever any such loss may have occurred unless: (i) such loss arose because of the Investment Manager acting in bad faith and in a manner which is not in the best interests of the Company or the Sub-Fund; and (ii) the Investment Manager's conduct constituted actual fraud, wilful misconduct, negligence or material breach of its obligation under the Investment Management Agreement.

In terms of the Investment Management Agreement, the Investment Manager may engage Sub-Investment Managers, Investment Distributors or other delegates (the "Delegates") whether in relation to particular Sub-Funds or generally in order to assist it in the fulfilment of its duties. The Delegates will be remunerated by the Investment Manager.

The Investment Manager holds additional own funds in order in order to cover potential professional liability risks resulting from the duties of the Investment Manager pursuant to the Investment Management Agreement.

The Investment Management Agreement is regulated by the laws of Malta and is subject to the jurisdiction of the Maltese courts.

The fees payable to the Investment Manager are set out in "**Section 13 | Fees, Charges and Expenses**" hereunder.

## Section 5 | THE ADMINISTRATOR

Pursuant to an administration agreement (the “Administration Agreement”) entered into between the Company, the Investment Manager and **Trident Fund Services (Malta) Limited**, the Company has appointed the latter as the administrator, registrar and transfer agent of the Company.

The Administrator is a limited liability company registered under the laws of Malta, with registration number C53640 and with registered office at The Cornerstone Complex, Level 3, Suite 3, 16<sup>th</sup> September Square, Mosta MST 1180, Malta.

The Administrator is recognised by the MFSA to provide fund administration services to collective investment schemes in terms of the ISAct.

In terms of the Administration Agreement, the Administrator is responsible under the overall supervision of the Board for, inter alia, the general administration of the Company and the Sub-Funds, which includes keeping the register of Shareholders of the Company, the proper book-keeping of the Company, arranging for the issue and redemption of Investor Shares in the Sub-Funds, and calculating the Net Asset Value and NAV per Share of the Investor Shares in the Sub-Funds.

In calculating the Net Asset Value, the Administrator may, pursuant to the Administration Agreement, rely on, without enquiry, and will not be responsible for the accuracy of, financial data, opinion, advice or any information furnished to it by the pricing sources set out in the Investment Manager’s valuation policies and procedures, the Memorandum and Articles and this Offering Memorandum, or in the absence of any such pricing sources, any pricing sources on which the Administrator may choose to rely with the Investment Manager’s prior approval. If the Investment Manager or other delegate appointed by the Company and/or the Investment Manager are responsible for or otherwise involved in the pricing of the Company’s investments in accordance with the Investment Manager’s valuation policies and procedures, the Administrator may accept, use and rely on such prices in determining the Net Asset Value and shall not be liable to the Company in so doing.

The Administrator is not responsible and has not been delegated the role of monitoring the adherence by the Company with any investment objective, investment policy, investment restriction, borrowing restriction, operating guideline or other restrictions established for or imposed upon the Company and disclaims any liability in this regard.

The Administrator is entitled to be indemnified by the Company, in respect of its relevant Sub-Funds, against all liabilities, damages, loss, claims and expenses arising out of any claims asserted or threatened against the Administrator (other than those as a direct result of the Administrator’s wilful default, bad faith, fraudulent behaviour or gross negligence in carrying out its duties) in performing its obligations or duties. The Administrator has agreed to indemnify the Company against any losses or damage suffered solely as a direct result of the Administrator’s wilful default, bad faith, fraudulent behaviour or gross negligence in carrying out its duties under the Administration Agreement.

The Administration Agreement may be terminated by either party upon not less than ninety (90) days’ prior written notice (or such other shorter period as the parties may agree). In all cases, the Administration Agreement may be terminated without notice in the case of material breaches, liquidation of a party, breach of representations and warranties and/or if it ceases to be lawful for the Administrator to continue to provide its services.

The Administrator is not responsible for the preparation or issue of this Offering Memorandum other than with respect to information concerning the Administrator including the above summary details.

The Administration Agreement is regulated by the laws of Malta and is subject to the jurisdiction of the Maltese courts.

The fees payable to the Administrator are set out in “**Section 13 | Fees, Charges and Expenses**” hereunder.

## Section 6 | THE DEPOSITARY

Pursuant to a depositary agreement (the “Depositary Agreement”) entered into between the Company, the Investment Manager and **Zarattini International Limited**, the Company has appointed the latter as depositary of the Company and its Sub-Funds and fulfils the obligations and duties provided for by applicable Maltese law.

The Depositary is a limited liability company registered under the laws of Malta, with registration number C68839 having its registered office at 171, Old Bakery Street, Valletta, VLT1455, Malta.

The Depositary is authorised and licensed by the MFSA to provide, *inter alia*, custody services to collective investment schemes. The Depositary forms part of the Zarattini & Co. Group.

The duty of the Depositary is to provide safekeeping, oversight and cash monitoring services in respect of the assets of the Company and the Sub-Fund in accordance with the AIFMD. In carrying out its duties, the Depositary must act solely in the interest of the investors of the Company.

Under the Depositary Agreement and the AIFMD, the Depositary is liable for:

- (a) any loss suffered as a result of the Depositary’s negligence or intentional failure to properly fulfil its obligations under the AIFMD; and
- (b) the loss of assets held in custody (i.e. those assets which are required to be held in custody under the AIFMD) or in the custody of any sub-custodian unless it can establish that the loss has been incurred as a result of an external event beyond its control, the consequences of which would have been unavoidable despite all reasonable efforts to the contrary.

In relation to any other liability (i.e. other than (a) and (b) above), the Depositary’s liability is limited under the Depositary Agreement unless such unless such limitation or exclusion would exclude or limit any obligation or liability required under the AIFMD.

The Depositary may delegate some of its custodial functions to financial institutions, sub-custodians and nominees (each a “Sub-Custodian”) provided its liability will not be affected by the fact that it has entrusted to a Sub-Custodian some or all of the assets in its safekeeping. In order for the Depositary to discharge its responsibility under the MFSA Rules, the Depositary must exercise all due skill, care and diligence in the selection and appointment, periodic review and ongoing monitoring of Sub-Custodians. Further, the Depositary must establish that (i) there is a written contract between the Depositary and the Sub-Custodian which expressly transfers the liability of the Depositary to that Sub-Custodian and makes it possible for the Company to make a claim against the Sub-Custodian in respect of the loss of financial instruments or for the Depositary to make such claim on their behalf; (ii) there is a written contract between the Depositary and the Company (or the Investment Manager acting on behalf of the Company) which expressly allows for the discharge of the liability of the Depositary to a Sub-Custodian and establishes the objective reasons to contract such a discharge.

The Depositary’s liability to the Shareholders of the Company may be invoked directly by the Company.

The Investment Manager will disclose to investors before they invest in the Company or any of its Sub-Funds any arrangement made by the Depositary to contractually discharge itself of liability, where applicable, in the relevant Offering Supplement. In the event that there are any changes to depositary liability, the Investment Manager will inform shareholders of such changes without delay.

The Depositary Agreement provides that the Depositary shall not re-use, and shall not grant any Sub-Custodian the right to re-use, any assets for its own account or the account of other clients, unless otherwise agreed between the Company and the Depositary.

The Depositary Agreement was made for an unlimited duration and may, unless grounds subsist for immediate termination (e.g. material breaches), be terminated by either party giving a minimum of three (3) months' prior written notice.

The Depositary Agreement is regulated by the laws of Malta and is subject to the jurisdiction of the Maltese courts.

The fees payable to the Depositary are set out in the “**Section 13 | Fees, Charges and Expenses**” hereunder and in the Depositary Agreement.

## Section 7 | OFFICERS OF THE COMPANY

The Directors and other Officers of the Company are:

<b>Mr. Eros Lombardo</b>	Director
<b>Mr. Claudio Tonolla</b>	Director
<b>Mr. Dimitri Aline</b>	Director
<b>E2S Monitoring Ltd.</b>	Company Secretary

### Directors

The address of the Directors, for the purposes of the Company, is the registered office of the Company. The Directors of the Company are:

#### **Mr. Eros Lombardo**

Refer to 'Directors of the Investment Manager' under the heading "The Investment Manager" in this Offering Memorandum.

#### **Mr. Claudio Tonolla**

Mr. Claudio Tonolla has several years of experience in banking, wealth and portfolio management within Swiss banks. In 2005, Mr. Tonolla moved to Malta to be involved in the setting up of a new Maltese private bank. He held the position of Head of Wealth Management and he was also member of the investment committee thereof. In 2017, he joined Credence Corporate and Advisory Services Limited where, as one of the directors, he is primarily responsible for the Italian and Swiss private and institutional clients of the company.

Mr. Tonolla holds directorships and/or the post of compliance officer and prevention of money laundering reporting officer and is a member of the investment committee in a number of investment funds. Mr. Tonolla is also executive director of two companies registered and authorised in Malta to act as trustees by the MFSA.

#### **Mr. Dimitri Aline**

Mr. Dimitri Aline obtained a Master's degree in asset management and risk management (*M2 Gestion des Risques et des Actifs*) at the University of Evry Val d'Essonne in France where acquired extensive knowledge in financial derivatives, quantitative methods for asset management and Basel banking regulations. Mr. Aline started his professional experience in the investment department at AXA France where he gained exposure to UCITS Funds, fund performance reporting and fund analysis.

In January 2015, Mr. Aline joined Gamma Capital Trader Ltd. ("GCT") as a trader. He was responsible for the reception and transmission of orders on behalf of clients. He also assisted with the reconciliation of the client's assets and monies. In September 2015, Mr. Aline was appointed as the compliance officer of Gamma Capital Markets Limited ("GCM") and GCT. He is principally responsible for implementing the compliance monitoring programme and drafting and reviewing policies and procedures. Mr. Aline is also currently the compliance officer of AQA Capital Ltd and the money laundering reporting officer of GCM and GCT.

### Company Secretary

The Company has appointed E2S Monitoring Ltd. as Company Secretary.

The Company Secretary's duties will include maintaining the Company's statutory books and records, minutes of meetings and complying with other requirements of the Companies Act. The Company Secretary does not retain the register of members (other than in relation to the Founder Shares) since the Administrator acts as registrar and transfer agent.

## Other Service Providers

The Company may appoint additional service providers to one or more Sub-Funds as may be specified in the relevant Offering Supplement(s).

The Board have also engaged the following other main service providers:

### Auditors

The Founder Shareholders have appointed **PricewaterhouseCoopers** (the “Auditor”) as the statutory auditors of the Company. The Auditor’s main duty is to fulfil its statutory responsibility to report to the Shareholders whether, in their opinion, the annual financial statements give a true and fair view and whether they have been properly prepared in accordance with the Companies Act.

### Legal Advisors

The Company has engaged **GANADO Advocates** as its legal advisors as to matters of Maltese law. GANADO Advocates may also act as counsel to other funds managed by the Investment Manager or its associates now or in the future and GANADO Advocates may act as counsel to the Investment Manager. Conflicts could arise due to these multiple representations. Potential investors are urged to consult their own counsel. In connection with its representation, GANADO Advocates acts as counsel solely in respect of the specific matters, on which it has been consulted, and GANADO Advocates’ involvement with respect to any particular matter is limited by the actual knowledge of GANADO Advocates lawyers who provide substantive attention to that matter.

### Tax Advisors

The Company has engaged **PricewaterhouseCoopers** as its tax advisors in relation to Maltese direct and indirect taxation.

The Company may appoint additional service providers to one or more Sub-Funds as may be specified in the relevant Offering Supplement(s).

### Shareholder Rights against Service Providers

It should be noted that Shareholders will only be able to exercise their rights directly against the Company and will not have any direct contractual rights against the service providers of the Company and the Sub-Funds appointed from time to time.



## SECTION 8 | CONFLICTS OF INTEREST

Potential investors should be aware that there may be situations in which each and any of the involved parties as defined in “**Section 3 | Risk Factors**”, the Investment Advisor, and the Administrator (together the “Interested Parties”), could encounter a conflict of interest in connection with the Company. Should a conflict of interest actually arise, the Directors and the Investment Manager will endeavour to ensure that it is resolved fairly.

All the Interested Parties are taken into account to avoid possible conflicts which may arise from a party / parties which:

- a) is/are likely to make a financial gain, or avoid a financial loss, at the expense of the Company or its investors;
- b) has an interest in the outcome of a service or an activity provided to the Company or its investors, or to a client or of a transaction carried out on behalf of the Company or a client, which is distinct from the Company’s interest in that outcome;
- c) has a financial or other incentive to favour:
  - i. the interest of a client or group of clients or another AIF or a UCITS over the interest of the Company,
  - ii. the interest of one investor over the interest of another investor or group of investors in the same Company;
- d) carries out the same activities for the Company and for another AIF, UCITS or client; or
- e) receives or will receive an inducement in relation to collective portfolio management activities provided to the Company, from a person other than the Company or its investors in the form of monies, goods or services other than the standard commission or fee for that service.

The Investment Manager will identify any conflict of interest above and will monitor to prevent such conflicts by ensuring that:

1. any conflict of interest is included in its conflict of interest policy in writing;
2. the policy is proportionate to the size and organisation of the Investment Manager and respect Company and the nature, scale and complexity of its business.
3. the policy identifies the circumstances that may give rise to a conflict of interest and includes procedures and measures in order to prevent, manage and monitor such conflicts on an ongoing basis. These measures could include one or more of the following, as appropriate:
  - a. preventing the exchange of information between relevant persons where needed;
  - b. separating the supervision of relevant persons whose interest may conflict;
  - c. removing links in the remuneration of relevant persons engaged in different activities where a conflict may arise;
  - d. measures to prevent a relevant person from exercising inappropriate influence over the management of the Company (or any of its Sub-Funds);
  - f) measures to prevent or control the involvement of a relevant person in different activities where a conflict of interest may arise;
  - g) other alternative measures, where appropriate.
4. Where the measures included in the conflicts of interest policy are not sufficient to ensure in a reasonable manner the prevention of the damage caused by conflicts of interest, the Directors of the Company shall be informed and shall take the necessary action to ensure that the Investment Manager acts in the best interest of the Company or the respective investors.

If, notwithstanding the existence of conflicts of interest that cannot be avoided, the Directors of the Company decide to carry on with the business, the Investment Manager shall disclose the conflicts of interest promptly to the investors prior to undertaking the investment management of the Company in respect of the Sub-Fund. In any case, the Investment Manager shall disclose the general nature or sources of conflicts of interest to investors before undertaking business on their behalf.

The Investment Manager has developed adequate and effective strategies for determining when and how any voting rights held in the Company are to be exercised, to the exclusive benefit of the Company concerned and its investors. These strategies should determine measures and procedures for:

- a. monitoring relevant corporate actions,
- b. ensuring that the exercise of voting rights is in accordance with the investment objectives and policy of the relevant Company and the respective Sub-Funds, and
- c. preventing or managing any conflicts of interest arising from the exercise of voting rights.

The Investment Manager, upon request, will provide to the investors with a summary description of the strategies and details of the actions taken on the basis of the strategies referred to in paragraph above.

In addition, the Directors of the Company and the Investment Manager will seek to ensure that all agreements and transactions entered into by the Company are negotiated at arm's length insofar as it is reasonably possible to do so. In particular, potential investors should be aware of the following:

- (a) the Investment Manager of the Company, persons who conduct the business of the Investment Manager, employees of, or any person involved in the Investment Manager may be involved, whether directly or indirectly, or have an interest in, the Company, or the investors therein;
- (b) certain Directors or entities in which they may have a financial or managerial interest, may purchase Investor Shares of the Company and receive a portion of each, or all, of the advisory fees or management fees paid by the Company as attributable to such purchasers' Investor Shares. Thus, to the extent of such purchases, such Directors may have a conflict of interest between their duty to act for the benefit of the Shareholders in limiting expenses of the Company and the Sub-Funds and their interest in receiving such fees; and
- (c) the Investment Manager may make investments for other clients without making the same available to the Company.

## Section 9 | ORGANISATION OF THE COMPANY

The Company was incorporated in Malta on 17<sup>th</sup> April, 2017 with registration number SV450.

The Company is a multi-fund limited liability company with variable share capital (SICAV) and has made the appropriate election in its Memorandum and Articles to have the assets and liabilities of each Sub-Fund treated as a patrimony separate from each other Sub-Funds.

The Company is a Notified AIF under the Investment Services Act (List of Notified AIFs) Regulations and is included in the Notified AIF list of the MFSA.

### Capitalisation of the Company

As the Company is organised as a Company with variable share capital, its share capital is equal to the value of the issued share capital of the Company at any time. The Company may issue up to a maximum of one thousand (1,000) Founder Shares and up to five billion (5,000,000,000) fully-paid up Investor Shares in each case without any nominal value assigned to them.

The paid up share capital of the Company shall at all times be equal to the NAV of the Company as determined in accordance with the Memorandum and Articles and this Offering Memorandum.

### The Founder Shares

The initial share capital of the Company is EUR1,000 (one thousand euro) divided into nine hundred and ninety nine (999) Founder A Shares and one (1) Founder B Share, both having no nominal value, which shares constitute a separate class of shares of the Company but do not constitute a separate sub-fund.

The holders of the Founder A Shares retain all the voting rights of the Company including the right to appoint all the Directors of the Company. Accordingly, the holders of the Founder A Shares are also entitled to amend the Memorandum and Articles. The Memorandum and Articles empower the Directors to create different classes of shares from time to time.

Except to the extent that they have the right to a return of paid up capital on winding-up, both Founder A Shares and Founder B Shares do not participate in the assets of the Company. The holder of each Founder A Share is entitled to one vote per share on all matters which may arise for consideration by the holders of the issued and outstanding Founder Shares of the Company.

Each Investor Share and each Founder Share, when issued will be fully paid and non-assessable.

### The Investor Shares

In terms of this Offering Memorandum and the Offering Supplement in respect of each Sub-Fund the Company is offering non-voting Investor Shares with no nominal value. The Company may issue non-voting Investor Shares as may be specified in the Offering Supplement relating to a Sub-Fund.

The Company may, in due course, issue additional classes of Investor Shares, constituting other Sub-Funds, which may be designated in other currencies, and the assets of which may be managed utilising different methodologies or investing in different markets. Such other class(es) of Investor Shares will be offered by means of other offering memoranda in the form of an Offering Supplement for the specific Sub-Fund. When making an Initial Offering of Investor Shares in a newly established Sub-Fund, the Directors shall establish the number of Investor Shares on offer, the rights if any attached to such shares, and the Initial Offering Price for such

Investor Shares at the time of offer and this shall be stated in the Offering Supplement for the specific Sub-Fund.

The Company may, in due course, also issue additional classes of Investor Shares forming part of existing Sub-Funds of the Company.

All Investor Shares of a Sub-Fund participate equally in the net assets of that Sub-Fund as are represented by the appropriate class(es) of Investor Shares on liquidation and in any dividends and other distributions attributable to that Sub-Fund as may be declared.

Other than as stated above, no shares in the Company have preferential, pre-emptive, conversion or exchange rights and there are no outstanding options or any special rights relating to Investor Shares or Founder Shares.

### **Duration of the Company**

The duration of the Company is indefinite but Sub-Funds may be issued for a fixed duration, after which, unless alternative arrangements are applicable as may be described in the related Offering Supplement, they shall be wound up and all assets distributed to the holders of Investor Shares. Generally however, a Sub-Fund will have a continuous Offering Period that shall remain open until the Directors determine otherwise. In relation to any particular Sub-Fund, see the related Offering Supplement for details.

### **Holders of the Founder Shares**

Nine hundred ninety nine (999) Founder A Shares has been issued as fully paid to Gamma Capital Markets Limited (company registration number: C51103) and one (1) Founder B Share have been issued as fully paid to OF Trader Ltd (company registration number: C64235). The holder of the Founder A Shares holds all the voting rights with respect to the affairs of the Company. The holder of Founder B Share holds no voting rights.

### **Alterations to the Company's Share Capital**

The Company may increase or reduce its authorised share capital being the maximum number of Shares that may be in issue (see "Capitalisation of the Company" above) by an extraordinary resolution of the holders of the voting Founder Shares (i.e. a resolution notice of which has been given prior to the meeting, and which is approved by in excess of 50% of the holders of the voting Founder Shares who are entitled to vote thereon at the meeting).

### **Amendment to Memorandum and Articles of Association**

The Memorandum and Articles may only be altered or amended by the passing of an extraordinary resolution of the holders of the Founder Shares to such effect. In terms of the Memorandum and Articles, any such resolution amending the Memorandum and Articles is to be, prior to adoption, notified to the Board of Directors. Amendments to the Memorandum and Articles that affect existing Shareholder class rights will also need to be approved as set out below.

### **Variation of Class Rights**

If at any time the share capital is divided into classes of shares, the rights attached to any than existing class (unless otherwise provided by the terms of issue of the shares of that class) may, whether or not the Company is being wound up, be varied with the consent in writing of the holders of not less than three-fourths ( $\frac{3}{4}$ ) of the issued shares of that class and of any other class of shares which may be affected by such variation or by a special resolution (i.e. a resolution passed by a three-fourths ( $\frac{3}{4}$ ) majority of those persons present and entitled to vote in favour of the resolution) passed at a separate class meeting of the holders of the shares of such class or

by unanimous written resolution of such separate class. In terms of the Memorandum and Articles, it shall not be deemed to be a variation of the rights attaching to any particular class of shares for the Company to, amongst others, (i) create, allot or issue further Investor or Founder Shares ranking *pari passu* with, in priority to or subsequent to the existing Investor or Founder Shares respectively, (ii) amend or vary the investment objective of one or more Sub-Funds, (iii) liquidate the Company or any Sub-Fund and distribute its assets to Shareholders in accordance with their rights, (iv) vest the assets in, or in trustees for, the Shareholders in specie or (v) purchase or redeem its Investor Shares.

### Further Issues of Investor Shares

The Company may, by resolution of the Board, at any time decide to offer further non-voting Investor Shares up to a maximum amount of 5,000,000,000 shares in issue at any time and, without prejudice to any special rights previously conferred on the holders of existing Investor Shares, to allot, issue, grant options over or otherwise dispose of the Investor Shares or any other classes of Investor Shares (including fractions of Investor Shares) with or without preferred, deferred or other special rights or restrictions, whether with regard to dividend or otherwise and to such persons, at such times and on such other terms as the Board shall think proper, but not in a manner to reduce the financial rights of Shareholders without their consent.

### Repurchase of Investor Shares

Under the Companies Act, the Company is permitted to repurchase or redeem its Investor Shares without restriction. Repurchased or redeemed Investor Shares shall be treated as cancelled and deemed never to have been issued for the purpose of calculation of the maximum number of Investor Shares which may be issued, and shall be available for reissue by the Company at any time in the future. Redemptions of Investor Shares will be made at the Redemption Price.

### Closure of a Sub-Fund

Apart from cases where the assets of a Sub-Fund are not sufficient to meet the liabilities in respect of such Sub-Fund, in which case the rules on insolvency will apply to the Sub-Fund in question, Sub-Funds may be closed from time to time.

In such case, the MFSA will be notified to remove the Sub-Fund from the List of Notified AIFs, whereby the MFSA will proceed to strike off the Sub-Fund from the List of Notified AIFs and thereafter the Sub-Fund will cease trading other than for the purpose of winding down the operations. The Sub-Fund will be closed in accordance with the provisions of the constitutional documents and the Offering Documents.

In cases where there are no outstanding Investor Shares in a Sub-Fund, as a result of redemptions or exchanges of Investor Shares with Investor Shares in another Sub-Fund, the Directors may resolve to close the Sub-Fund in question. Without prejudice to what is stated in the part entitled “Total Redemption” under “**Section 11 | Redemption of Investor Shares**”, where there are outstanding Investor Shares in a Sub-Fund then the consent in writing of three-fourths ( $\frac{3}{4}$ ) of the Shareholders in that Sub-Fund will be required in terms of the Memorandum and Articles.

### Liquidation

The Company, and the Sub-Funds except where otherwise provided in the related Offering Supplement, have been incorporated for an indefinite period and unless closed or liquidated as described hereunder will exist in perpetuity.

## Of a Sub-Fund

Apart from the rules applicable to the closure of a Sub-Fund which are outlined in the Memorandum and Articles and in this Offering Memorandum (see “Closure of a Sub-Fund” above), and any conditions stated in the related Offering Supplement, a Sub-Fund may be wound up and dissolved either voluntarily or under supervision or by the Court. Upon the winding up or dissolution (whether the liquidation is voluntary or under supervision or by the Court) of any Sub-Fund, the assets of such Sub-Fund available for distribution (after satisfaction of creditors’ claims) amongst the Shareholders of such Sub-Fund shall be distributed to the Shareholders of such Sub-Fund pro rata to their respective shareholding. Amounts which have not been claimed by Shareholders at the close of the liquidation of any Sub-Fund will be deposited in an account in the Shareholder’s name with a trustee selected by the liquidator. Any such amount not claimed within a period of seven (7) years will be donated to a Maltese enrolled voluntary organisation selected at the discretion of the trustee.

## Of the Company

Subject to all Sub-Funds in the Company being closed, the Company may be dissolved and wound up either voluntarily or under supervision or by a competent Court. The Company may be placed in voluntary liquidation at any time by a resolution adopted by the holders of the voting Founder Shares in the same manner as that required for amending the Memorandum and Articles. Any voluntary liquidation of the Company shall be carried out pursuant to applicable Maltese laws and the Memorandum and Articles. Amounts which have not been claimed by Shareholders at the close of the liquidation will be deposited in an account in the Shareholder’s name with a trustee selected by the liquidator. Any such amount not claimed within a period of seven (7) years will be donated to a Maltese enrolled voluntary organisation selected at the discretion of the trustee. Any proceedings in relation to the Company shall respect the legal status of each Sub-Fund as a patrimony separate from the assets and liabilities of each other Sub-Fund and the Company and proceedings under the Companies Act shall apply mutatis mutandis to each Sub-Fund as though it were a distinct legal entity and with such modifications as are necessary to accommodate the fact that a Sub-Fund is not a company. Any proceedings in relation to any one Sub-Fund shall not have any effect on the assets of any other Sub-Fund or of the Company itself. The term ‘proceedings’ as used herein refers to any proceedings whatsoever including in terms of Title II of Part V and of Part VI of the Companies Act.

## Applicable Law, Jurisdiction and Recognition of Judgements

As shareholders in a Maltese company, Shareholders’ rights (as described in this Section) are subject to Maltese law (in particular the ISAct and the Companies Act) and jurisdiction.

Without prejudice to the above choice of jurisdiction, judgements awarded by a competent court outside Malta would be recognised as a valid judgement and enforceable in the courts of Malta without re-examination of the merits of any matters treated in that judgment, subject to the following:

- (a) in the case of judgments falling within the scope of the EC Regulation 44/2001 on Jurisdiction and the Recognition and Enforcement of Judgements in Civil and Commercial Matters (the “European Judgements Regulation”), the recognition and enforcement would be subject to the provisions contained in the European Judgements Regulation;<sup>1</sup>

---

<sup>1</sup> Malta also has a reciprocal enforcement agreement with the United Kingdom but this operates in relation to money judgements only. Judgements are registered, by application, with the Court of Appeal in accordance with and subject to the terms of the British Judgements (Reciprocal Enforcement) Act (Cap. 52, Laws of Malta).

- (b) in the case of judgments falling within the scope of the Convention on Jurisdiction and the Recognition and Enforcement of Judgments in Civil and Commercial Matters signed in Lugano on the 30 October 2007 between the European Community, the Kingdom of Denmark, the Republic of Iceland, the Kingdom of Norway and the Swiss Federation (the “Lugano Convention”), the recognition and enforcement of judgments delivered in Member states of the Lugano Convention, other than judgements which fall within the European Judgements Regulation, would be subject to the provisions contained in the Lugano Convention; and
- (c) in the case of judgements neither falling within the scope of the European Judgments Regulation nor the Lugano Convention, the recognition and enforcement would be subject to the applicable law of Malta imposing judgment registration or confirmation in Malta, provided that the judgement: (i) does not contain dispositions contrary to public policy and (ii) cannot be set aside on any of the grounds for re-trial as contemplated in the law of Malta on civil procedure.

## Section 10 | ACQUISITION OF INVESTOR SHARES

The Investor Shares of the Company can only be acquired, and at all times held, by persons, whether corporate or incorporate, being Eligible Investors. In order to acquire Investor Shares in the Company, all Eligible Investors, as applicable must satisfy the conditions set out in this Offering Memorandum.

### Subscription Procedures

Purchases of Investor Shares can be made at the prevailing Offering Price (or at the Initial Offering Price during the Initial Offering Period) on the relevant Subscription Day, by submission to the Company at the office of the Administrator of the documents referred to below.

In order to purchase Investor Shares in the Company, a prospective investor must:

- i. Complete and sign the Subscription Agreement which includes the Eligible Investor Declaration Form as applicable a copy of which is available from the Administrator and/or the Investment Manager;
- ii. Pay the subscription amount in the Base Currency of the Investor Shares to the Company's bank account by bank transfer of clear funds. To ensure prompt receipt and identification of the subscription payment - the Subscriber should use the "Bank Transfer Instruction Letter" form;
- iii. Send the signed and completed Subscription Agreement and Eligible Investor Declaration Form, together with a copy of the Bank Transfer Instruction Letter, to the Company c/o the Administrator enclosing those documents required in the Anti-Money Laundering Supplement (the "AML Supplement"), which forms part of the Subscription Agreement; and
- iv. Comply with the relevant Minimum Initial Subscription and the Minimum Holding limits.

**The Company will only issue Investor Shares to applicants upon receipt, at the offices of the Administrator within the deadlines specified in the related Offering Supplement, of a properly executed Subscription Agreement and other required documentation, and of cleared payments.**

A copy of the Subscription Agreement and Eligible Investor Declaration Form, as applicable should be completed and retained by the applicant for the applicant's personal reference and records.

The Company may accept, in its sole and absolute discretion, investments in other currencies under the following conditions: (i) each currency will be converted to the Base Currency of the respective Investor Share, at the sole cost and expense of the Subscriber (and the cost will be deducted from the Subscriber's gross subscription amount); (ii) each Subscriber will bear all currency fluctuation risks between the Base Currency of the respective Investor Share and their base currency; and (iii) all distributions (including Redemption Proceeds) will be made in the Base Currency of the respective Investor Share, unless the Subscriber requests in writing in advance that distributions to be made in a different currency, in which event the Subscriber will bear the cost of converting the distribution to its base currency and such cost shall be deducted from such distribution.

### Subscribers' Undertakings and Warranties

Subscribers should take notice that by completing and executing the Subscription Agreement and the Eligible Investor Declaration Form, as applicable, the subscriber is entering into a



number of undertakings and giving a number of warranties as specifically set out in this Offering Memorandum and in the Subscription Agreement.

Subscribers should also take notice that no share certificates will be issued but the Administrator will provide written confirmation of the subscription.

### Subscriptions in Specie

The Company shall, at its option, be entitled to receive securities or other investments, to the satisfaction of the Company and the Investment Manager, from a prospective Shareholder for the issue of Investor Shares in the Company in accordance with the provisions of the Memorandum and Articles and in accordance with applicable law.

The Company shall appoint a valuer which may be the Investment Manager or an appointed third party, to draw up a valuer's report. Such report shall include:

- a description of each of the assets comprising the consideration;
- the value of each asset and a description of the method of valuation used; and
- a confirmation that the value of the consideration is at least equal to the net asset value of the shares to be issued in return for such consideration.

The Company shall only issue Investor Shares in the relevant Sub-Fund once the assets referred to in the valuer's report have been transferred in favour of the Company to the satisfaction of the Directors and the Depositary.

All valuer reports issued by the appointed valuer shall be kept in Malta at the registered office of the Company.

### Exchange of Shares

Unless otherwise stated in the Offering Supplement relating to a Sub-Fund a holder of Investor Shares may exchange all or part of his Investor Shares (the "Original Shares") into Investor Shares in another Sub-Fund or in a different class of the same Sub-Fund (the "New Shares"). The Sub-Funds of the Original Shares and of the New Shares must have coinciding Dealing Days.

An irrevocable request to exchange Investor Shares shall be construed as being a request for the repurchase of the stated number of Original Shares (save that the repurchase monies shall not be released to the investor, but shall be deemed to be paid to the Company for the purpose of acquiring the New Shares) and a simultaneous request for the proceeds from such repurchase to be applied in the purchase of New Shares as may be indicated. The exchange of Shares shall take place on the same Dealing Day at the relevant Redemption Price and Offering Price.

Absent any other arrangements between the holder of the Original Shares and the Company, if for any reason whatsoever the repurchase of the Original Shares and the purchase of the New Shares cannot both be completed on the same Dealing Day, then the request to exchange Shares shall be processed on the next Dealing Day when such repurchase and purchase can both be completed.

The number of New Shares to be issued on exchange shall be determined by the Administrator in accordance (or as nearly as may be in accordance) with the following formula: -

$$NS = \frac{[(A \times B) - C] \times D}{E}$$

where:-

NS = the number of New Shares which will be issued;

- A = the number of Original Shares to be exchanged;
- B = the Redemption Price of such Original Shares on the relevant Dealing Day;
- C = any applicable transaction costs (including any relevant fees set out in the Offering Supplement);
- D = if applicable, the rate of exchange determined by the Administrator for converting the Base Currency of the Original Shares into the Base Currency of the New Shares; and
- E = the Offering Price of the New Shares on the relevant Dealing Day (including any commissions payable).

## Transfer of Shares

### General

The Investor Shares of the Company can only be transferred to, and at all times held by, persons being Eligible Investors. In order to acquire or hold Investor Shares in the Company, all Eligible Investors must satisfy the conditions set out in this Offering Memorandum.

A Shareholder desiring to transfer his Investor Shares must make available to the Company the certificate(s), if issued, representing the Investor Shares that such Shareholder desires to transfer, together with a written instrument of transfer executed by or on behalf of the proposed transferor setting forth:

- i. the names and addresses of the proposed transferor and transferee;
- ii. the number of Investor Shares to be transferred; and
- iii. such other information as the Company may require, including information necessary to satisfy the Company that the proposed transfer complies with applicable laws and appropriate identification documentation is provided as required by the Company or the Administrator on its behalf to comply with applicable anti-money laundering regimes.

The proposed transferee must, in the above-mentioned instrument of transfer, agree to take such Investor Shares subject to the same conditions and restrictions pursuant to which the Investor Shares were held by the transferor.

The Memorandum and Articles provide that the Directors may, in their absolute discretion, decline to give effect to the proposed transfer of any Investor Share and may withhold approval for any reason.

Furthermore, the Directors may decline to register any transfer of Investor Shares:

- i. unless the instrument of transfer is deposited to the Company at the office of the Administrator or such place as the Directors may reasonably require and such other evidence as the Directors may reasonably require to prove the right of the transferor to make the transfer;
- ii. if the Company has any lien on the Investor Shares being transferred; or
- iii. if the registration of transfers has been suspended by the Directors in accordance with the Memorandum and Articles.

If the Directors decline to register a transfer, they shall send notice to the transferee of such refusal within two (2) months. If after two (2) months of receipt by the Company of an acceptable instrument of transfer the Directors do not deny permission for the transfer, the Company shall be deemed to have approved the transfer, and shall be obliged to register the transfer without delay.

### Eligible Investors

The investor must meet all suitability requirements described herein and in the Subscription Agreement. The Company will not knowingly offer or sell Investor Shares to any investor to whom such offer or sale would be unlawful.

The Directors shall not be bound to register more than four (4) persons as joint holders of any Investor Shares and Shares may not be transferred to persons under the age of eighteen (18).

Each investor must represent and warrant to the Company that, amongst other things, he is an Eligible Investor and is able to acquire Investor Shares without violating applicable laws. The investor must also complete and provide the Company with a completed Eligible Investor Declaration Form.

#### **Minimum Holding Requirements for Registration of Transfers**

Should it appear to the Administrator that the effect of a transfer will result, after the transfer, in the transferor or the transferee holding in aggregate less than the Minimum Holding required in this Offering Memorandum, the Administrator shall immediately inform the applicant that the request for registration of a transfer has been suspended until the request is amended to result in observance of the Minimum Holding of Investor Shares after the transfer of Investor Shares by the transferor and transferee.

## Section 11 | REDEMPTION OF INVESTOR SHARES

### Procedure

Subject to the restrictions appearing in this Offering Memorandum, the Memorandum and Articles, or, in relation to a particular Sub-Fund, the related Offering Supplement, a Shareholder may cause any or all of his Investor Shares to be redeemed by the Company on a Redemption Day at the Redemption Price.

Redemptions of Investor Shares may be made on any Redemption Day, at the Redemption Price, if a valid Redemption Notice is received by the Company at the office of the Administrator with such prior notice as may be stated in the related Offering Supplement. Redemption requests received after such time and date will not be processed on the next Redemption Day but on the first one thereafter.

Subject to any conditions which may be stated in a Redemption Notice, Redemption Proceeds due will be paid out as soon as practicable after final calculation of the NAV per Share, and after receipt of the proceeds of the sale of any investments sold to fund the redemption.

Except as discussed above and below, all requests for redemption in the proper form will be honoured and the Sub-Fund's investments will be liquidated to the extent necessary (if any) to discharge its liability on the date of redemption.

Redemption Notices sent by the Shareholder to the Company at the office of the Administrator will be deemed not to have been received by the Company at the office of the Administrator unless receipt is acknowledged in writing by the Administrator. Exceptions are made where the delivery of the communication has been acknowledged by a signed receipt.

### Redemption Price

Unless stated otherwise in the Offering Supplement of a particular Sub-Fund, the Redemption Price per share on the relevant Redemption Day is the NAV per Share calculated to four (4) decimal places as at the close of business on the relevant Valuation Day.

### Redemption in Specie

Apart from the circumstances described under "Total Redemptions" below, the Memorandum and Articles provide that the Directors may determine that the payment of the Redemption Proceeds to any Shareholder may, subject to the conditions specified hereunder being satisfied, be made wholly or partially *in specie*. This will be done by transferring to the Shareholder, from the portfolio of assets allocated to the class or classes of Investor Shares being redeemed, assets with a value equal – as of the Valuation Day on which the Redemption Price is calculated – to the whole, or (where applicable) the appropriate portion, of the Redemption Proceeds.

With regard to the conditions referred to above, the Directors shall request the Investment Manager to ensure that the Company shall only carry out such redemption *in specie*:

- i. where the Shareholder has consented in writing to such redemption *in specie*; and
- ii. equal treatment is afforded to all Shareholders, of the same class of Investor Shares, being offered a redemption *in specie* on the same Redemption Day; and
- iii. the nature and type of assets to be transferred are determined on a fair and reasonable basis and without prejudicing the interests of the other holders of Investor Shares of the relevant class or classes of shares.

Any costs resulting from such redemption in specie shall be borne by the relevant Sub-Fund.

## **Deferral of Redemptions**

The Directors may in their exclusive discretion, set out in the Offering Supplement relating to a Sub-Fund, a limit on total amount of redemptions that may be affected on any Redemption Day. The limit will generally be a percentage of the Investor Shares in a given Sub-Fund in issue on that day (in each case before giving effect to sales of Investor Shares or requests for redemption for such Redemption Day) as set out in the Offering Supplement relating to that Sub-Fund. In such circumstances the Company or its authorised agent may scale down pro rata the number of Investor Shares to be redeemed in response to each request for redemption to the extent necessary to ensure that the said limit is not exceeded. The balance for redemption shall be carried forward as at the next Redemption Day and so on to each succeeding Redemption Day until each request has been complied with in full. Requests for redemption carried forward from an earlier Redemption Day shall have priority over later requests.

## **Temporary Suspension in Redemptions**

The Company may suspend the calculation of the NAV of a Sub-Fund and the right of any Shareholder to require redemption of any Investor Share and the issue of Investor Shares during; (a) any period when any stock exchange on which a significant proportion of the investments of the Sub-Fund is quoted is closed otherwise than for ordinary holidays or during which dealings thereon are restricted or suspended; (b) any period when disposals of investments by the Sub-Fund cannot be effected normally or without seriously prejudicing the interests of Shareholders; (c) any period when there is a breakdown in the means of communication normally employed in determining the price or value of any of the investments or the current price or values on any stock exchange; or (d) any period when the Sub-Fund is unable to repatriate funds for the purpose of making payments on the redemption of Investor Shares or during which any transfer of funds involved in the realisation or acquisition of investments or payments due on redemption of Investor Shares cannot, in the opinion of the Directors, be effected at normal rates of exchange. Notice of any such suspension will be given to all Shareholders in the relevant Sub-Fund, including any Shareholder tendering his Investor Shares for redemption. Shareholders will be promptly notified upon the termination of such suspension.

## **Compulsory Redemption**

The Company reserves the right to require a Shareholder to redeem its total shareholding, within one (1) Business Day of a notice of intent to do so, at the prevailing Redemption Price on the day that the requested redemption takes place, in the event that the holding of Investor Shares by the Shareholder concerned may result in regulatory, pecuniary, legal, taxation or material administrative disadvantage for the Company or the Shareholders as a whole, if the Shareholder ceases to qualify as an Eligible Investor. Such compulsory redemptions will take place at the prevailing Redemption Price on the day that such redemption takes place.

## **Suspension of Redemption Requests**

Should it appear to the Administrator that the effect of a Redemption Notice will result, after the redemption, in the Shareholder holding in aggregate less than the minimum required in this Offering Memorandum or (where applicable) in the related Offering Supplement, the Administrator shall immediately inform the applicant that the request for redemption has been suspended until the Redemption Notice is amended either to result in observance of the Minimum Holding of Investor Shares, after redemption, or to request the redemption of all of the outstanding Investor Shares in the name of the Shareholder.

## **Total Redemption**

If at any time the continuation of the Sub-Fund is no longer viable or desirable owing to:

- i. the termination of the engagement of the Investment Manager; or

- ii. the Investment Manager recommending the closure of the Sub-Fund on the basis that the outlook and the potential of the investment strategy or strategies available for the management of the assets of the Sub-Fund may in the light of certain developments, no longer be attractive or viable; or
- iii. other factors that may prejudice the successful pursuit of such strategies or the adequate fulfilment of the investment objective of the Sub-Fund.

The Company may, by not less than four (4) and not more than six (6) weeks' notice (expiring on a Dealing Day) to all interested Shareholders, redeem all the relevant Investor Shares not previously redeemed. Subject to the conditions set out above and in the Memorandum and Articles as well as any set out in the relevant Offering Supplement, the holders of the relevant Investor Shares may be required to receive redemptions *in specie*.

## Section 12 | SIDE POCKETS

Notwithstanding anything to the contrary herein, the Directors may, upon the happening of an Illiquidity Event, reconstitute such number of Investor Shares in the relevant Sub-Fund into Side Pocket Shares, in proportion to the value of the assets of the Sub-Fund which have become illiquid or otherwise difficult to value. The Directors may, at their sole and absolute discretion, reconstitute such number of Investor Shares into Side Pocket Shares as may be necessary depending on the extent of the illiquidity of the assets of the relevant Sub-Fund. Therefore, the Directors are not subject to any limit on the percentage value of assets of the relevant Sub-Fund that may be allocated to a Side Pocket.

Upon the crystallization of an Illiquidity Event, all existing Shareholders in the relevant Sub-Fund will have such number of Investor Shares held by them converted into Side Pocket Shares, pro rata to their shareholding in the relevant Sub-Fund. The Company, in respect of the relevant Sub-Fund, will not issue Side Pocket Shares to investors subscribing for Investor Shares in the relevant Sub-Fund after the happening of an Illiquidity Event, unless a new Illiquidity Event materializes subsequent to their subscription to Investor Shares in the relevant Sub-Fund.

The value of assets allocated to a Side Pocket shall be determined in accordance with the provisions in this Offering Memorandum relating to the determination of the Net Asset Value.

Side Pocket Shares shall not be redeemable until the illiquid assets which they represent become liquid or capable of valuation. Once an illiquid asset constituting the Side Pocket becomes liquid or capable of valuation, the Directors may:

- (i) compulsorily redeem such portion of the Side Pocket Shares representing the previously illiquid asset in accordance with the procedures set out in this Offering Memorandum on compulsory redemptions; or
- (ii) reconstitute such portion of the Side Pocket Shares representing the illiquid asset into Investor Shares in the Sub-Fund, and transferring to the liquid pool of assets of the relevant Sub-Fund the asset which was previously illiquid or hard to value.

Provided that, a compulsory redemption or reconstitution of Side Pocket Shares into Investor Shares in the relevant Sub-Fund in terms of the above, shall be undertaken pro rata amongst all the holders of Side Pocket Shares in the relevant Sub-Fund.

Where a Sub-Fund has Side Pocket Shares in issue, any Investment Management Fees due by the Company in respect of that Sub-Fund to the Investment Manager, shall be calculated on the basis of the lower of costs and fair value of the assets allocated to the Side Pocket.

## Section 13 | FEES, CHARGES AND EXPENSES

### Investment Management Fees

Under the terms of the Investment Management Agreement, each Sub-Fund is bound to pay an investment management fee as specified in the related Offering Supplements of each Sub-Fund.

The Company may apply different fees to different Sub-Funds and to different classes of Investor Shares in any Sub-Fund of the Company.

The Investment Manager may waive or allocate any of its Investment Management Fees to investors and third parties including Investment Advisors, Sub-Investment Managers and Investment Distributors or direct the Company to pay such portion of its Investment Management Fee directly to such third parties.

The Investment Manager shall bear its own overhead and other internal operating costs, but shall be reimbursed by the Company or the Sub-Fund concerned for such reasonable out-of-pocket expenses which the Investment Manager incurs on behalf of the Company and/or the Sub-Fund.

### Performance Fees

There may be Performance Fees due to the Investment Manager in relation to each Sub-Fund and these are disclosed in full in the Offering Supplement for the particular Sub-Funds.

The Company may apply different Performance Fees to different Sub-Funds and to different classes of Investor Shares in any Sub-Fund of the Company.

The Investment Manager may waive or allocate any of its Performance Fees to investors and third parties including Investment Advisors, Sub-Investment Managers and Investment Distributors or direct the Company to pay such portion of its Performance Fee directly to such third parties.

### Alterations to the Investment Management Fee and Performance Fees

The Directors may, at their sole discretion, agree to any changes to the Investment Management Fees or Performance Fees applicable to any Sub-Fund provided that notice of any material alterations to the said fees as may apply to a Sub-Fund or class of Investor Shares and of the date when and the method how the said alterations shall come into force shall be given to the Shareholders holding Investor Shares in the particular Sub-Fund.

Where the introduction of such alterations will effectively result in higher costs to investors and/or the Sub-Fund, they shall only come into force only after a period of at least thirty (30) Business Days from the date of such notice. In all other cases the changes may be brought into effect immediately.

### Administration Fee

Under the terms of the Administration Agreement, each Sub-Fund is bound to pay an Administration fee as specified in the related Offering Supplements of each Sub-Fund.

The Administrator will be reimbursed for all properly incurred and approved out-of-pocket expenses.



### **Depository Fee**

Each Sub-Fund is bound to pay a depository fee as specified in the related Offering Supplements of each Sub-Fund.

The Depository as applicable will be reimbursed for all properly incurred and approved out-of-pocket expenses.

### **Directors and Officers Fees and Expenses**

The Directors will be paid annual fees for acting as Directors of the Company. The Company will meet all travel, accommodation and other reasonable expenses incurred by the Directors in holding Board meetings and in relation to the business of the Company and when the Directors personally pay for any costs they will also be reimbursed for out-of-pocket expenses. The aggregate remuneration of the Directors shall not exceed seventy thousand euro (EUR70,000) per annum and such sum shall be maintained unless modified by the members of the Company entitled to attend and vote at the general meeting of the Company.

### **Own Funds and Professional Liability**

The Investment Manager ensures own funds are sufficient to maintain operational continuity and adequate and appropriate human and technical resources, as necessary for the proper management of the sub-funds.

The Investment Manager holds additional own funds in order to cover potential professional liability risks resulting from the duties of the Investment Manager pursuant to the Investment Management Agreement.

### **Other Fees and Expenses**

All costs and expenses associated with the launch of the Company and the Sub-Funds, including government incorporation charges, MFSA notification fees, renewals thereof and professional fees and expenses in connection with the preparation of this Offering Memorandum and the agreements referred to herein, will be paid by the Sub-Funds. Such costs and expenses are expected to amount to not more than EUR100,000 and may be amortised over a period of five (5) years at the sole discretion of the Directors solely for the purpose of the Sub-Funds' NAV calculation.

The Sub-Funds may also bear all other expenses incidental to the Company's operations and business, including subscription and redemption fees with respect to investments in other funds, transactional costs including all brokerage, banking, sales and purchase commissions and charges and exchange fees, fees and charges of clearing agencies, interest and commitment fees on loans and debit balances, income taxes, withholding taxes, transfer taxes and other governmental charges and duties, any costs incurred in respect of meetings of the Directors (including its committees) and meetings, if any, of Shareholders, fees of the Company's company secretary, legal advisors and the Auditors at such rates as may be agreed from time to time between the Company and the Auditors, Directors' fees and expenses, the costs of maintaining the Company's registered office in Malta and its listing as a Notified AIF with the MFSA and the costs of printing and distributing any offering materials and any reports and notices to Shareholders.

Fees and charges which are identifiable with a particular Sub-Fund shall be charged to such Sub-Fund. Fees and charges which are not identifiable to a particular Sub-Fund or apply to the Company generally will be borne pro-rata to the net assets in each Sub-Fund.

**Subscription and Redemption Fees**

The Directors reserve the right to charge investors a subscription and/or redemption fee or charge as may be set out in the Offering Supplement in respect of a Sub-Fund.

## Section 14 | AML AND DATA PROTECTION

### Anti-Money Laundering (Maltese Law)

The Investment Manager and the Administrator are contractually bound by the Company to observe their obligations under the Prevention of Money Laundering Act (the “PMLA”), which makes provision for the prevention and prohibition of money laundering in Malta. The PMLA establishes the foundations for the legal framework by introducing basic legal definitions, laying down the procedures for the investigation and prosecution of money laundering offences, and establishing the Financial Intelligence Analysis Unit (the “FIAU”).

The obligations under the PMLA include the identification of customers, the retention of the relevant identification and transaction documentation and the reporting of transactions suspected of involving money laundering to the FIAU. In this regard, the Administrator has established appropriate internal procedures to fulfil these obligations which it monitors on a regular basis.

The Prevention of Money Laundering and Funding of Terrorism Regulations (S.L. 373.01, Laws of Malta) (the “PMLFTR”), issued in terms of the PMLA, serve to flesh out the systems and procedures to be adopted by subject persons in the course of their business activities. They also provide high level requirements for identification and customer due diligence, internal record keeping, reporting of suspicious transactions, internal and external reporting and employee instruction and training. The PMLFTR require that the identification documents/certificates obtained must be satisfactory and must be verified. The level and type of documentation required to identify a customer and the level of verification required may vary according to the investor’s anti-money laundering (“AML”) risk profile. In this regard, the PMLFTR, in line with international standards, outline the various levels of due diligence required according to the level of risk posed by a particular customer and/or situation. The Regulations incorporate all applicable EU Directives to date.

### Anti-Money Laundering (Maltese Requirements)

The specific requirements include, inter alia, the fundamental requirement to conduct suitable investor due diligence, including the requirement to “know-your-client” (and to verify the identity thereof), which extends, for any ‘non-individual’ investor, to the ultimate beneficial owner(s) of the monies invested. This requirement is principally (though not exclusively) satisfied through documentary evidence, as listed in the AML Supplement which forms part of the Subscription Agreement. It should be noted that the Administrator may request further information, in order to satisfy its regulatory obligations.

The Administrator is also obliged to obtain information on the purpose and intended nature of the business relationship, in order to be in a position to establish the business and the AML risk profile of the investor. The Administrator is also obliged at law to carry out ongoing monitoring in the case of an existing business relationship, which includes the scrutiny of transactions undertaken throughout the course of the relationship in order to ensure that the transactions being undertaken are consistent with the Administrator’s knowledge of the investor and of his business and risk profile, including, where necessary, the source of funds as well as ensuring that the documents, data or information held by the Administrator are kept up-to-date.

The usual documents and information required are listed in the AML Supplement. Completion of the Subscription Agreement, serves as confirmation that the Subscriber understands and agrees to furnish the requested documents and other information to the Administrator. Where, following receipt of cleared funds by the Depositary and prior to the issuance of Investor Shares, the Administrator is not satisfied with the AML documentation, the money may be held in the account to which it was remitted and the subscriber will bear all associated risks. The Administrator

determines whether, in the light of its AML obligations, it has sufficient documentation in hand to allow the issuing of Investor Shares.

If any documents requested are not received within a reasonable time following submission of the Subscription Agreement, the Administrator will send a request to the Shareholder, informing it that these documents are still due. If, within a reasonable time after this reminder, the Administrator still has not received the documents requested, further requests will be sent to the Shareholder. For these further requests there will be a charge imposed on the Shareholder of €100, which will be charged directly against the Shareholder's interest in the Company.

It must also be noted that, in the event that a redemption request is received from a Shareholder who in the opinion of the Administrator has failed to submit all the required AML documents, although the redemption will be acted upon, Redemption Proceeds cannot be remitted to the Shareholder until all documents requested have been received or necessary verifications made. The Redemption Proceeds will be held by the Depositary at the Remitting Bank and the Shareholder will bear all associated risks. Further, please note that it is a regulatory requirement to report suspicious transactions to the competent authorities, and any relevant data in this regard may need to be transferred to the relevant regulators.

The Company or the Administrator also reserve the right to refuse to return money remitted to the Company prior the issue of Investor Shares, and to make any redemption payment or distribution to a Shareholder, if any of the Directors of the Company or the Administrator suspects or is advised that the payment of any redemption or distribution moneys to such Shareholder might result in a breach or violation of any applicable AML laws or the laws, regulations, and Executive Orders administered by the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC"), or other laws or regulations by any person in any relevant jurisdiction (collectively, "AML/OFAC obligations").

There is also a requirement to know the source of the funds, such requirement normally limited to knowing the bank and account from which the monies were remitted. A further requirement is that such monies invested may and will only be redeemed to the account of remittance, except as otherwise agreed with the Administrator.

Each Subscriber and Shareholder will be required to make such representations to the Company as the Company, the Investment Manager or the Administrator will require in connection with applicable AML/OFAC obligations, including, without limitation, representations to the Company that such Subscriber and Shareholder is not (i) an individual or entity named on any available lists of known or suspected terrorists, terrorist organisations or of other sanctioned persons issued by the United States government and the government(s) of any jurisdiction(s) in which the Company is doing business, including the "List of Specially Designated Nationals" and "Blocked Persons" administered by OFAC as such list may be amended from time to time; (ii) an individual or entity otherwise prohibited by the OFAC sanctions programs; or (iii) a current or former senior foreign political figure<sup>2</sup> or politically exposed person<sup>3</sup>, or an immediate family member or close

---

<sup>2</sup> A "senior foreign political figure" is defined as (a) a current or former senior official in the executive, legislative, administrative, military or judicial branches of a non-U.S. government (whether elected or not), a current or former senior official of a major non-U.S. political party, or a current or former senior executive of a non-U.S. government-owned commercial enterprise; (b) a corporation, business, or other entity that has been formed by, or for the benefit of, any such individual; (c) an immediate family member of any such individual; and (d) a person who is widely and publicly known (or is actually known) to be a close associate of such individual. For purposes of this definition, a "senior official" or "senior executive" means an individual with substantial authority over policy, operations, or the use of government-owned resources; and "immediate family member" means a spouse, parents, siblings, children and spouse's parents or siblings.

<sup>3</sup> A "politically exposed person" ("PEP") is a term used for individuals who are or have been entrusted with prominent public functions in a foreign country, for example, Heads of State or of government, senior politicians, senior government, judicial or military officials, senior executives of state owned corporations, important political party officials. Business relationships with family members or close associates of PEPs involve reputational risks similar to those with PEPs themselves.

associate of such an individual. Further, such Subscriber or Shareholder must represent to the Company that it is not a prohibited foreign shell bank<sup>4</sup>.

Such Subscriber and Shareholder will also be required to represent to the Company that amounts contributed by it to the Company were not directly or indirectly derived from activities that may contravene U.S. Federal, state or international laws and regulations, including, without limitation, of such subscriber or Shareholder, either by prohibiting additional investments from the subscriber or Shareholder, declining any withdrawal requests from the subscriber or Shareholder, suspending the payment of withdrawal proceeds payable to the subscriber or Shareholder, and/or segregating the assets in the account in compliance with governmental regulations. The Company may also be required to report such action and to disclose the Subscriber and Shareholder's identity to OFAC or other applicable governmental and regulatory authorities.

Finally as the aforementioned legislation is subject to change, any additional requirements imposed on the Investment Manager, the Company or the Administrator will be reflected in the requirements requested of the Subscriber or Shareholder.

### Data Protection

As part of the subscription process all prospective investors and/or Subscribers are required to submit various documents and information. These are required to enable completion of the subscription process, maintenance of the Shareholders' register and generally to comply with any requests of Subscribers and Shareholders which the Company wishes to entertain and all applicable legislation and regulatory requirements. Shareholders may be similarly required to provide and/or submit documents and information whether in order to process exchange, transfer, redemption or other requests or to comply with relevant legislation. Any information so collected (which may include personal data ("Personal Data") as defined in the Data Protection Act (Cap. 440, Laws of Malta) (the "DPA")) will be processed by the Company as Data Controller in terms of the DPA and the *"Guidelines for the Promotion of Good Practice: Funds Sector"* issued by the Data Protection Commissioner.

The Company has, pursuant to the Administration Agreement and the Investment Management Agreement also appointed each of the Administrator and the Investment Manager respectively as its data processors for the collection, storage and processing of Personal Data relating to prospective investors, Subscribers and Shareholders. Information (including Personal Data) received from Subscribers and Shareholders will generally be stored by the Administrator in accordance with the DPA and, in the normal course of business, will not be made available to anyone other than the Company, the Administrator, the Investment Manager, and this on a 'need-to-know' basis. It may, however, become necessary to transfer or disclose Personal Data at any time to comply with legislation in force either now or at any time in the future (see above in relation to AML/OFAC obligations for example). Further, should the administrative or investment management functions, in whole or in part, be transferred or delegated to another entity, data will be transferred to the extent necessary for such new entity to carry out its functions effectively. This may include entities in the U.S. that are members of Safe Harbor<sup>5</sup> and in other countries which are deemed to have equivalent data protection legislation in place, and also to countries that are not deemed to have equivalent data protection legislation in place. Data transfers may additionally be carried out for any reason that the Administrator deems necessary to comply with legislation in force at the time.

---

<sup>4</sup> A "prohibited foreign shell bank" is a foreign bank that does not have a physical presence in any country, and is not a "regulated affiliate," i.e., an affiliate of a depository institution, credit union, or foreign bank that (i) maintains a physical presence in the U.S. or a foreign country, and (ii) is subject to banking supervision in the country regulating the affiliated depository institution, credit union, or foreign bank.

<sup>5</sup> Entities in the US that comply with the Safe Harbor are deemed to have equivalent legislation to that in all EU countries.

Prospective investors, Subscribers, Shareholders and other data subjects that are individuals (a “Data Subject”) generally have the right to request the Company, as Data Controller, for information as to whether any Personal Data relating to the Data Subject is being processed by the Company. Such requests shall be in writing, signed by the Data Subject in relation to whom the Personal Data relates and addressed to the Administrator who has been authorised by the Company to receive and address such requests. Where in such cases the Company does process Personal Data relating to such individual, the Company shall provide the information required under the DPA and the individual may have the right to rectify, block or erase such Personal Data including where the information is incorrect or no longer relevant.

By subscribing for Investor Shares all Subscribers should note the above, and also note that, by completion of the Subscription Agreement, they are agreeing to the processing of Personal Data as aforesaid as well as any transfer of Personal Data carried out for any of the reasons given above, or for any reason that the Company and/or its data processors deem necessary to comply with legislation in force at the time.

## Section 15 | TAXATION

It is entirely the responsibility of prospective shareholders to inform themselves as to any taxation or exchange control legislation affecting them personally. The following summary is not and should not be considered legal or professional tax advice.

### General

Investors and prospective investors are urged to seek professional advice as regards both Maltese and any foreign tax legislation applicable to the acquisition, holding and disposal of Investor Shares as well as distributions, if any, made by the Company.

Shareholders of the Company are reminded that tax law and practice and the levels of tax relating to the Company, its Sub-Funds and the Shareholders, may change from time to time.

**PROSPECTIVE SHAREHOLDERS SHOULD CONSULT THEIR OWN PROFESSIONAL TAX ADVISOR REGARDING THE TAX CONSEQUENCES OF AN INVESTMENT IN THE SHARES OF THE COMPANY TO THEM INDIVIDUALLY.**

**TAX CONSEQUENCES MAY VARY DEPENDING UPON THE PARTICULAR STATUS OF AN INVESTOR.**

**THE TAX AND OTHER MATTERS DESCRIBED IN THIS OFFERING MEMORANDUM DO NOT CONSTITUTE, AND IS NOT AND SHOULD NOT BE CONSIDERED AS, LEGAL OR TAX ADVICE TO INVESTORS.**

## Section 16 | INDEMNITIES

The Company has agreed that with respect to any actions in which any of its Directors, Officers, employees and agents is a party, the Company shall indemnify and hold harmless such person against any loss, claim, damage, charge, liability or expense (including reasonable attorneys' and accountants' fees), judgements and amounts paid in settlement, provided such actions did not involve negligence, wilful default or fraud. Expenses may be paid by the Company in advance of the final disposition of such action if the indemnified person agrees to reimburse the Company in the event indemnification is not permitted.

The Company may purchase and maintain insurance in relation to the Directors against any liabilities asserted against them.

In addition, the Company has granted indemnities to the Investment Manager, the Administrator and the Depositary and each of their Directors, Officers, employees and agents in respect of actions brought against them in their respective capacities provided that such actions did not involve wilful misconduct, bad faith, negligence or material breach of their obligations and duties under the relative agreements.



## SECTION 17 | DETERMINATION OF NET ASSET VALUE

### NAV per Share

The NAV per Share will be determined by the Administrator, except when the determination of same has been suspended in accordance with the Memorandum and Articles, on each Valuation Day and is calculated to four (4) decimal figures by aggregating the value of the assets owned or contracted by the relevant Sub-Fund and attributable to the relevant class and deducting all of the liabilities of the Sub-Fund attributable to the relevant class (including accrued liabilities and such provisions and allowances for contingencies as the Administrator considers appropriate in respect of the costs and expenses payable by the Sub-Fund and attributable to the relevant class) and dividing such sum by the number of Investor Shares of the relevant class as may be outstanding at the close of business on that Valuation Day.

### Valuation of Assets and Calculation of NAV

In general, the assets of the Sub-Funds will be valued as follows:

- a) The value of any investment which is quoted, listed or normally dealt in on a market shall be calculated by reference to the price appearing to the Company or its appointees for valuation (the “Valuer”) to be the last available middle quotation price if bid and asked prices are available (or if bid and asked prices are not available, the closing price) on the market on which the investment is quoted, listed or ordinarily dealt in for such amount of such investment as the Valuer may consider in the circumstances to provide a fair criterion, provided that:
  1. if an investment is quoted, listed or normally dealt in on more than one market, the Valuer shall adopt the last available middle quotation price or, as the case may be, the closing price, on the market which in their opinion provides the principal market for such investment; and
  2. in the case of an investment which is quoted, listed or normally dealt in on a market but in respect of which for any reason, prices on that market may not be available at any relevant time, the value therefore shall be certified by a person firm or association making a market in such investment and qualified, in the opinion of the Valuer, to provide such a certificate; and
  3. there shall be taken into account interest on interest bearing investments up to the relevant Valuation Day.
- b) The value of any investment, which is not quoted, listed or normally dealt in on a market shall be the value thereof ascertained by the Valuer in good faith. Where the Valuer does not have the necessary knowledge, experience and expertise, the Valuer may appoint an external, independent and appropriately qualified valuer(s), as necessary, to value any such investment (hereinafter, also referred to as the “Valuer” accordingly). For this purpose:
  1. the initial value of such investment shall be the amount expended in the acquisition thereof (including the amount of the stamp duties, commissions and other expenses incurred in the acquisition thereof and the vesting thereof in the Sub-Fund);
  2. there shall be taken into account interest on interest bearing investments up to the relevant Valuation Day; and

3. in valuing such investments the Valuer may consider, inter alia, the fundamental analytical data relating to the investments, the nature and duration of restrictions on disposition of the investments and the forces, which influence the market in which the investments are purchased and sold.
- c) The value of any future contracts, index futures contracts and options which are dealt in on a market shall be calculated by reference to the price appearing to the Valuer to be the settlement price as determined by the market in question provided that where it is not the practice of the relevant market to quote a settlement price or if such settlement price is not available for any reason, such value shall be calculated in such manner as Valuer shall determine;
  - d) On each Valuation Day, the value of any investment vehicle in which a Sub-Fund is invested will be the final net asset value (“Final NAV”) reported by the fund manager or administrator of the investment vehicle on the Valuation Day or, if not available, the most recent estimated net asset value based on preliminary returns reported by such fund manager or administrator (“Estimated NAV”). All values assigned to securities and other assets and liabilities by the relevant party shall be final and conclusive as to all holders of the Investor Shares in the Sub-Fund. The NAV per Share will be based on Estimated NAV when Final NAV is unavailable. The Valuer will obtain confirmation from the managers or administrators of the investment vehicle in which the Sub-Fund invests regarding their net asset value calculations (whether they are supplying Estimated or Final NAV) prior to the determination of the NAV per Share. Once the NAV per Share has been finalised as of any Valuation Day, whether or not based on Estimated NAV, no adjustments or restatements of such NAV per Share will be performed, even if the Final NAV for particular assets differs from the Estimated NAV used to value such assets. Thus, in the event that there is a difference between Estimated NAV and Final NAV, any necessary adjustments will affect, and be reflected in, the NAV per Share reported in subsequent periods only. Accordingly, any purchase or redemption of Investor Shares will be at NAV per Share as of the Valuation Day coinciding with or immediately preceding the relevant Dealing Day. If there is ultimately a difference between the Estimated NAV and the Final NAV for particular assets that results in an adjustment of NAV after the Dealing Day, the Valuer will not make any adjustment to the dealing price;
  - e) Currency and futures forwards and currency and futures options shall be valued at bid or offer values (as appropriate) in accordance with procedures determined by the Valuer, as at such time on the Valuation Day as shall be determined by the Valuer;
  - f) Certificates of deposit acquired at their nominal value plus accrued interest (if any) shall be valued at cost plus accrued interest from the date of acquisition on the nominal value at the coupon rate;
  - g) Certificates of deposit acquired at a discount or premium on the sum of the nominal value and accrued interest at the date of acquisition shall be valued at their cost plus accrued interest from the date of acquisition on the nominal value at the coupon rate, and adjusted by an amount equal to the discount or premium at which they were acquired divided by the number of days unexpired at the date of acquisition and multiplied by the number of days elapsed from the date of acquisition to the relevant Valuation Day;
  - h) Interest bearing securities shall be valued at cost plus accrued interest from the date of acquisition and adjusted by an amount equal to any discount or premium on the sum of the nominal value and accrued interest at the date of acquisition divided by the number of days unexpired at the date of acquisition and multiplied by the number of days elapsed from the date of acquisition to the relevant Valuation Day;

- i) In the case of any security or other property which in the opinion of the Valuer it would not be appropriate to value as above provided, its value thereof shall be determined in such manner as the Valuer shall from time to time determine;
- j) In the case of any asset realised or contracted to be realised at a known value the net proceeds, discounted at a rate considered appropriate by the Valuer of such realisation shall be taken into account in lieu of any other method of determining the value of the asset concerned;
- k) The value of any such securities or other assets listed above shall be determined having regard to the full amount of any currency premium or discount which may be relevant.

Prospective investors should be aware that situations involving uncertainties as to the valuation of investment vehicles may occur and could have an adverse effect on a Sub-Fund's net assets. Absent bad faith or manifest error, the NAV per Share as determined by the Administrator is conclusive and binding on all Shareholders.

The Company may suspend the calculation of the NAV per Share of any Sub-Fund, and as a result the issue and redemption of Investor Shares of that Sub-Fund will be suspended, under any one or more of the following circumstances:

- a) a closure of or suspension of trading on any market on which any assets of that Sub-Fund are traded; or
- b) a breakdown occurs in any of the means normally employed by the Administrator or Investment Manager to ascertain the value of the assets of that Sub-Fund or when for any other reason the value of the assets of that Sub-Fund cannot reasonably be ascertained; or
- c) circumstances exist as a result of which in the opinion of the Investment Manager in consultation with the Directors it is not reasonably practicable for the Sub-Fund to realise any investments or other assets owned or contracted for which together constitute a material proportion of the overall assets of that Sub-Fund; or
- d) for any other reason that the Investment Manager in consultation with the Directors in their discretion deem is in the best interests of the Sub-Fund.

Notwithstanding anything contained above, the Directors may adjust the value of any investment or permit some other method of valuation to be used if they consider that in the circumstances such adjustment or other method of valuation should be adopted to reflect more fairly the value of such investment.

In determining the value of investments, the Company will follow the above rules. For the purpose of calculating the NAV and the NAV per Share, the Administrator shall, and shall be entitled to, rely on, and will not be responsible for the accuracy of, financial data furnished to it by the Investment Manager. The Administrator may also use and rely on industry standard financial models identified by the Company or the Investment Manager in order to price any of a Sub-Fund's securities or other assets. If and to the extent that the Investment Manager is responsible for or otherwise involved in the pricing of any of a Sub-Fund's securities or other assets, the Administrator may accept, use and rely on such prices in determining the NAV per Share and shall not be liable to the Company, any investor in the Company, the Directors, the Investment Manager or any other person in so doing. The Administrator is not required and is under no obligation to value individual assets in calculating the NAV and/or verify pricing information. Accordingly, in calculating the NAV, the Administrator shall rely in absolute terms upon the Company, or the relevant service providers for the purpose of providing the valuation of the underlying assets. The Administrator shall have the right to request the Valuer to confirm the sources used for the valuation of the underlying assets.

**Additional conditions or methodologies relating to the calculation of the NAV of any particular Sub-Fund (including any class thereof) will, if applicable, be found in the relative Offering Supplement.**

## Section 18 | GENERAL INFORMATION

### Dividend Policy

Please refer to the Offering Supplement of the related Sub-Fund for further details.

### Amendments to the Offering Memorandum and Offering Supplements

This Offering Memorandum and the Offering Supplements may be amended or supplemented at any time as determined by the Directors in their sole discretion for the purpose of: (i) clarifying any inaccuracy or ambiguity or reconciling any inconsistency in its provisions, or as between the provisions of this Offering Memorandum and/or any Offering Supplements and/or the provisions of the Memorandum and Articles, or to make any other provisions with respect to matters or questions arising under this Offering Memorandum and the Offering Supplements which are not inconsistent with the provisions of the Memorandum and Articles; (ii) deleting or adding any provision required to be deleted or added by the MFSA or any other governmental agency or official or in order to comply with any law, rule or regulation applicable to the Company, the Investment Manager or any of their service providers; (iii) reflecting a change of location of the principal place of business of the Company or its service providers, (iv) reflecting and describing an amendment to the terms of any agreement entered into by the Company and described in this Offering Memorandum or any Offering Supplement, or reflecting and describing the terms of any new agreement entered into by the Company; (v) making provision for the offer of a new class of Investor Shares in an existing Sub-Funds; (vi) changing this Offering Memorandum and/or any Offering Supplements in any manner that does not, in the opinion of the Board of Directors, adversely affect the Shareholders in any material respect or that is required or contemplated by the provisions of the Memorandum and Articles or by any provision of this Offering Memorandum and/or Offering Supplements; or (vii) making any other amendment similar to the above that the Directors determine to be in the best interests of the Company (provided always that such amendment does not conflict with the terms of the Memorandum and Articles).

Investors should note that, unless otherwise provided in this Offering Memorandum or relevant Offering Supplements for any specific cases or events, by subscribing for Investor Shares they accept that the terms of this Offering Memorandum and the Offering Supplements may be amended by the Board of Directors in accordance with the above criteria without any advance notification to, or consent of, the Shareholders. Amendments to this Offering Memorandum and/or the Offering Supplements effected by the Board of Directors in accordance with the foregoing criteria will be notified to the Shareholders following their adoption.

### Annual Reports

The Accounting Reference Date adopted by the Company is the 31 December of each year. The first Accounting Period commenced on the date of registration of the Company and shall end on 31 December, 2017.

The financial statements of the Company are prepared in accordance with International Financial Reporting Standards and are audited annually at the Company's expense by an independent firm of auditors.

Copies of the Annual Report are normally mailed to registered Shareholders and to the MFSA within a maximum period of six (6) months from the financial year end.

The following information will be included in the Annual Report and will also be made available to investors upon request:

- the composition of the portfolio of the Company in respect of the Sub-Funds;

- a description of the investment activities of the Company in respect of the Sub-Funds during the preceding year; and
- disclosure of the profits earned by the Company at the end of its life and, where applicable; profits distributed during the life of the Company.

### **Evidence of Ownership of Investor Shares**

Ownership of Investor Shares in the Company shall be evidenced by book entries in registers maintained by the Administrator and Investor Shares shall not be certificated. Pledges of Investor Shares shall be notified to the Administrator and shall also be evidenced in the same manner.

### **Fair Treatment of Investors**

The Investment Manager has established policies and procedures and made arrangements to ensure the fair treatment of investors. Such arrangements include, but are not limited to, ensuring that no one or more investors are given preferential treatment over any rights and obligations in relation to their investment in the Company. All rights and obligations to investors, including those related to subscription and redemption requests, are set out in this Offering Memorandum or the Memorandum and Articles.

### **Information to be provided before Investing**

In addition to the Offering Memorandum and applicable Offering Supplement, a prospective investor is, before investing, entitled to be provided with (and should request):

- (a) the latest Audited Financial Statements of the Company;
- (b) the latest NAV per Share of the relevant Sub-Fund; and
- (c) historical performance of the relevant Sub-Fund.

Prior to providing the above information, the Investment Manager may require appropriate confidentiality undertakings to be put in place or impose additional conditions. Where such conditions are required, compliance with such conditions should be considered as additional eligibility requirements to subscribe for Shares.

### **Additional Information**

The Company intends that all prospective investors be given access to information appropriate for their consideration in determining whether to invest in the Company including, notably, the Memorandum and Articles, the certificate of incorporation of the Company, the Investment Management Agreement, the relevant administration agreement, and the Investment Manager's best execution policy. Accordingly, prospective investors may communicate in this regard with the Investment Manager. In addition to the Offering Memorandum, the relevant Offering Supplement(s) and the documents referred to above (as may apply to each Sub-Fund), the Investment Manager may, from time to time, provide material information to investors and prospective investors in relation to one or more of the Sub-Funds. Such information may take the form of reporting tailored to meet investors' specific requirements, risk reports, analysis on various subjects pertaining to the Sub-Funds or their investment strategies and marketing materials highlighting the Sub-Funds' features and characteristics. In providing such additional information to investors and prospective investors, the Investment Manager will strive to maintain fairness with respect to the level of disclosures and information being provided amongst investors and prospective investors of the same Sub-Fund.

Details of any periodic reporting in relation to particular Sub-Funds may be set out in the related Offering Supplement. The Investment Manager shall comply with the regular and periodic disclosure requirements as set out in the AIFMD.

Investors and prospective investors are invited to contact the Investment Manager should they wish to obtain additional information.

### **Information Available for Inspection**

Copies of the following documents will be available for inspection by prospective investors (and Shareholders) or their representatives at the registered office of the Company, or at the offices of the Investment Manager:

- the Memorandum and Articles and the certificate of incorporation of the Company;
- the latest Offering Memorandum and Offering Supplement of each Sub-Fund;
- the Investment Management Agreement;
- the Administration Agreement;
- the Depositary Agreement;
- the ISAct;
- the Audited Financial Statements of the Company, when available;
- the memorandum and articles of association and certificate of incorporation of any underlying special purpose vehicle;
- the latest Audited Financial Statements of any underlying special purpose vehicle;
- the documentation related to Side Arrangements, if applicable.

## Section 19 | UNDERTAKINGS AND WARRANTIES

Subscribers should take notice that by completing and executing the Subscription Agreement and the Eligible Investor Declaration Form, the Subscriber is entering into the following undertakings and giving the following warranties specified herein below:

- (a) The Subscriber irrevocably subscribes for the Investor Shares as specified in the Subscription Agreement, as may be determined in accordance with the Memorandum and Articles at the Initial Offering Price or, if the subscription is made after the Closing Date, at the prevailing Offering Price on the next Subscription Day following acceptance of the application by the Company. The Subscriber understands that fractional shares may be issued up to four (4) decimal places.
- (b) The Subscriber acknowledges that Investor Shares will be issued on the next applicable Subscription Day following the lapse of any applicable subscription notice period set out in the relevant Offering Supplement commencing from the date of receipt of both the Subscription Agreement and the subscription monies in cleared funds, the former of which must be received by the Company at the office of the Administrator and the latter of which must be received by the Depositary in acceptable form, whichever is the later.
- (c) The Subscriber agrees and acknowledges that, if the application is accepted by the Company, subscription monies received in advance of a subscription may also be utilised by the Company from the date of receipt in the Remitting Bank until the applicable Subscription Day. In such case, the subscription monies will be deemed to have been lent by the Subscriber to the Company until the Subscription Day with a guaranteed return of Investor Shares issued to the value of the subscription monies (less any applicable subscription charges) received by the Depositary as cleared funds. In this regard, the value of the subscription monies will not be affected by any changes in the value of the applicable Sub-Fund in advance of the applicable Subscription Day. The Subscriber agrees and acknowledges the foregoing and recognises the risk that, in the event of the Company's or the relevant Sub-Fund's insolvency between the time that subscription monies are received in the Remitting Bank's account and the applicable Subscription Day, the Subscriber will rank as an unsecured credit of the Company or the Sub-Fund as applicable.
- (d) The Subscriber agrees that subscriptions and redemptions made in currencies other than the Base Currency of the relevant class of Investor Shares will be sold or purchased on behalf of the Company by the Depositary at the Depositary's market rate for the said designated currency and Investor Shares will be issued, or payment of redemption proceeds will be made, to the value of the said designated currency proceeds and the Subscriber accepts the exchange risk and costs relating to that transaction.
- (e) The Subscriber acknowledges and confirms receipt of, and that he has read, is familiar with and understands this Offering Memorandum including all relevant appendices and the Offering Supplement of the relevant Sub-Funds.
- (f) The Subscriber recognises that an investment in the Company involves a high degree of risk and has taken full cognisance of and understands all of the risk factors related to the purchase of Investor Shares, including but not limited to those set forth in this Offering Memorandum under "**Section 3 | Risk Factors**" and such other risk factors that may be set out in the Offering Supplement of the relevant Sub-Fund. In evaluating the suitability of an investment in the Company the Subscriber has not relied upon any representations or other information (whether oral or written) other than as set forth herein.



- (g) The Subscriber has taken the advice of professional advisors who have sufficient knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of this investment and the Subscriber is fully capable of assessing and bearing the risks involved in the Subscriber's own right or with the benefit of such professional advice received.
- (h) The Subscriber acknowledges the Minimum Initial Subscription, Minimum Holding, Minimum Additional Subscription, Minimum Redemption and other minimum restrictions as outlined herein.
- (i) The Subscriber accepts and acknowledges that the Directors may at their discretion accept a Subscription Agreement from a Subscriber which does not comply with the Minimum Initial Subscription or Minimum Additional Subscription; **provided that** in such case the relevant Subscription Day shall be deemed to be the next applicable Subscription Day after: (a) all pending subscriptions by that Subscriber comply, in aggregate, with the Minimum Initial Subscription or Minimum Additional Subscription as applicable; and (b) the lapse of any applicable subscription notice period. The Subscriber accepts and acknowledges that until such Subscription Day any subscription monies may be used by the Company as described in (c) above.
- (j) The Subscriber warrants that it is eligible to be treated as an Eligible Investor.
- (k) The Subscriber warrants that it has the knowledge, experience, and expertise in financial matters to evaluate the risks and understand the relevant Sub-Fund's investment policy, has received, read and understood this Offering Memorandum and the Offering Supplement relating to the relevant Sub-Fund and is aware of the risks inherent in investing in the Investor Shares relating to the Sub-Fund and the method by which the assets of the Sub-Fund are held and traded, as described in this Offering Memorandum and the Offering Supplement and the Subscriber can bear the risk of loss of his/her entire investment.
- (l) The Subscriber agrees that the Investor Shares hereby subscribed for will be held subject to the terms and conditions of the Memorandum and Articles and the Offering Memorandum as amended from time to time and that the Company will fully protect and indemnify its Directors, the Investment Manager, the Depositary and the Administrator against liability for all acts taken on his or its behalf, except for acts involving negligence, wilful default or fraud.
- (m) The Subscriber fully appreciates the Company's rights to accept or reject all applications for subscription in its sole discretion.
- (n) The Subscriber agrees that no Investor Shares hereby subscribed for may at any time be transferred to any other person without first seeking the approval of the Company in accordance with the provisions of "**Section 10 | Acquisition of Investor Shares**".
- (o) The Subscriber acknowledges and accepts that no share certificates will be issued.
- (p) The Subscriber acknowledges and accepts that the Offering Memorandum, the Subscription Agreement including the Eligible Investor Declaration Form are governed by Maltese law and hereby submits to the non-exclusive jurisdiction of the Courts of Malta.
- (q) The Subscriber confirms that, to the best of the Subscriber's knowledge and belief, the Subscriber's subscription moneys are not, in whole or in part, the proceeds of drug trafficking, terrorism or any other criminal activity, nor do they represent, in whole or in part, directly or indirectly, such proceeds.

- (r) If the Subscriber is an individual person, or is a nominee for an individual person, he warrants that he is, and the beneficial owners (if applicable) are, at the date of execution of this Subscription Application, the greater of 18 years of age, or the minimum age permitted to enter into a legally binding and irrevocable contract, such as the Subscription Application, in his, or the beneficial owner's, country of residence.
- (s) The Subscriber acknowledges that it has read and understood the contents of "**Section 14 | AML and Data Protection**" in the Offering Memorandum and further acknowledges that the Company, Administrator or other service provider to the Company may be required by applicable laws and/or regulations to take further reasonable steps to establish the identity of the Subscriber or of any other person whom the Company, Administrator or other service provider knows or has reason to believe is a person for whom or on whose behalf the Subscriber is acting and the Subscriber undertakes to co-operate with and assist the Company, Administrator or other service provider in relation to such steps and the Subscriber acknowledges that the Company, Administrator or other service provider shall be held harmless and indemnified by the Subscriber against any loss arising as a result of a failure to process the Subscription Application if any information required by the Company, Administrator or other service provider has not been provided by the Subscriber. In this context, the Subscriber hereby agrees that it will provide the relevant information requested in the AML Supplement, which forms part of the Subscription Agreement.
- (t) If the Subscriber wishes to redeem his investment but the information has not been provided, the redemption will be acted upon but no monies will be paid to the Subscriber. Instead, the monies will be held in the Subscriber's name at the Company's account and the Subscriber will bear all associated risks.
- (u) The Subscriber confirms that, if it is a "Designated Body" (which is a bank, insurance company, or other financial institution, or financial intermediary, which is domiciled in an EU, OECD or FATF approved jurisdiction and is regulated by an approved regulated body), subscribing for on behalf of another person as nominee, it has verified the identity of that other person in accordance with applicable anti-money laundering laws and/or regulations.
- (v) The Subscriber consents to the release by the Remitting Bank from which the subscription was made to the Company and/or the Administrator or other service provider of all evidence of the Subscriber's identity which said bank / financial institution shall have retained. The Subscriber agrees that such evidence may further be furnished by the Company and/or the Administrator to any other service provider to the Company upon request, to enable such other service provider to meet its obligations under applicable laws and/or regulations.
- (w) The Subscriber hereby authorises the Company and the Administrator to obtain verification of any information provided by the Subscriber as part of its subscription application.
- (x) The Subscriber agrees to provide any other information that may be required from time to time in compliance with relevant regulations.
- (y) Subscribers should be aware that suspicious events are reportable, under the Maltese prevention of money laundering laws and regulations and, by way of example, failure to provide justification for the change of bank account, or a request to pay the proceeds into a bank account in a jurisdiction which the subscriber is not a resident could be deemed suspicious and therefore would be reportable under the regulations and may cause the payment to be delayed or refused.
- (z) The Subscriber consents to the processing of any Personal Data by the Company and/or its data processors (which include the Administrator and the Investment Manager) as described in "**Section 14 | AML and Data Protection**" and specifically and unambiguously

consents to the transfer of any such Personal Data to the persons and in the manner described in the aforementioned Section.

- (aa) The Subscriber agrees that, where redemption requests made by the Subscriber are sent to the Company at the office of the Administrator by facsimile, the Subscriber shall immediately send the original such notice to the Company at the office of the Administrator by post or by courier but that the Administrator shall, nonetheless, be entitled, but not obliged, to treat such facsimile notice at face value and to act thereon if the original has not arrived by the relevant Subscription Day.

Exceptions are made where the delivery of the communication has been acknowledged by a signed receipt. The Subscriber further agrees to indemnify and hold harmless the Administrator, its directors and other officers, servants, employees and agents from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgements, suits, costs, expenses or disbursements of any kind or nature whatsoever (other than those resulting from the gross negligence, fraud or wilful default of the Administrator, its directors or other officers, servants, employees or agents in its treatment of such facsimile notice) which may be imposed on, incurred by or asserted against Administrator, its directors or other officers, servants, employees or agents in its treatment of such facsimile notice.

# DIRECTORY

**Directors of the Company**

**Mr. Eros Lombardo**  
**Mr. Claudio Tonolla**  
**Mr. Dimitri Aline**

**Registered Office**

259, St. Paul Street  
Valletta VLT 1213  
Malta

**Investment Manager**

**Gamma Capital Markets Limited**  
259, St. Paul Street  
Valletta VLT 1213  
Malta

**Depositary**

**Zarattini International Ltd.**  
171, Old Bakery Street  
Valletta VLT 1455  
Malta.

**Administrator, Registrar, Transfer Agent**

**Trident Fund Services (Malta) Limited**  
The Cornerstone Complex, Level 3, Suite 3  
16<sup>th</sup> September Square  
Mosta MST1180  
Malta

**Auditors and Tax Advisors**

**PricewaterhouseCoopers**  
78, Mill Street  
Qormi QRM 3101  
Malta

**Legal Advisors (Malta)**

**GANADO Advocates**  
171, Old Bakery Street  
Valletta VLT 1455  
Malta

**Company Secretary**

**E2S Monitoring Ltd.**  
259, St. Paul Street  
Valletta VLT 1213  
Malta