

The Directors whose names appear under "Directory" accept responsibility for the information contained in this document. To the best of the knowledge and belief of the Directors (who have taken all reasonable care to ensure that such is the case) the information contained in this document 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

relating to Shares in

AUCTUS FUND LTD.

(a St. Vincent and the Grenadines international business company)

AS AT THE DATE OF THIS DOCUMENT THE COMPANY DOES NOT HAVE ANY LOAN CAPITAL (INCLUDING TERM LOANS) OUTSTANDING OR CREATED BUT UNISSUED, NOR ANY OUTSTANDING MORTGAGES, CHARGES OR OTHER BORROWINGS OR INDEBTEDNESS IN THE NATURE OF BORROWINGS INCLUDING BANK OVERDRAFTS AND LIABILITIES UNDER ACCEPTANCES OR ACCEPTANCE CREDITS, HIRE PURCHASE OR FINANCE LEASE COMMITMENTS, GUARANTEES OR OTHER CONTINGENT LIABILITIES.

THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY SHARES IN THE COMPANY IN ANY JURISDICTION TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH AN OFFER OR SALE. AN INVESTMENT IN THE COMPANY IS SPECULATIVE AND IS NOT INTENDED AS A COMPLETE INVESTMENT PROGRAMME.

21 April 2020

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Appendices - Subscription Forms and Auxiliary Forms:

- A.1 Subscription Agreement and Application (Private Individuals)
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- A.3 Subscription Agreement and Application (Banks)
- B Bank Payment Instruction Form
- C Request for the Redemption of Shares
- D Beneficial Ownership Declaration

This offering memorandum (the **Memorandum**) does not constitute an offer to sell or a solicitation of an offer to buy Shares in the Company in any jurisdiction to any person to whom it is unlawful to make such an offer or sale.

The Company is structured as an open-ended fund in that Shares representing equity interests in the Company (which may be redeemed by a Shareholder as set out in this Memorandum) may be issued from time to time by the Directors. All Shares will rank *pari passu* save as provided for in this Memorandum and the Articles of Incorporation and By-Laws.

The Company is a regulated private mutual fund for the purposes of the Mutual Funds (Amendment and Consolidation) Act, 1998 of St. Vincent and the Grenadines. The Company is licensed as a private mutual fund with the International Financial Services Authority of that law and the prescribed details in respect of this Memorandum have been filed with the International Financial Services Authority of St. Vincent and the Grenadines.

The Shares offered pursuant to this Memorandum have not been registered with or approved by any regulatory authority, (with the exception of filing this document with the St. Vincent Authorities) nor has any such authority passed upon the accuracy or adequacy of this Memorandum. Any representation to the contrary is unlawful.

As the Company is an unregulated collective investment scheme in the United Kingdom, the promotion of the Company in the United Kingdom is restricted by Section 238 of the Financial Services and Markets Act 2000. Shares in the Company may not be offered or sold by an authorised person in the United Kingdom by means of this document other than in accordance with Section 238 of the Financial Services and Markets Act 2000, The Financial Services and Markets Act 2000 (Promotion of Collective Investment Schemes) (Exemptions) Order 2001 and Chapter 3 of the Conduct of Business Sourcebook of the Financial Services Authority. Except as described above, no document, including this document, issued in connection with the Shares in the Company in the United Kingdom may be issued or passed on in the United Kingdom to any person, other than to persons to whom the document may otherwise lawfully be issued, unless that person is of a kind described in The Financial Services and Markets Act 2000 (Financial Promotion) Order 2001.

Notwithstanding the eventual application to list the Shares at any Stock Exchange, it is not anticipated that an active secondary market will develop in the Shares.

No public or other market is expected to develop for the Shares. The Shares may be sold, transferred, hypothecated or otherwise disposed of only upon the terms set out in this Memorandum. The Company has the right to compulsorily redeem the Shares of an investor in certain circumstances.

Investment in the Company involves special risks and purchase of the Shares should be considered only by persons who can bear the economic risk of their investment for an indefinite period and afford a total loss of their investment (see Risk Factors below).

The Directors reserve the right to modify, withdraw or cancel any offering made pursuant to this Memorandum at any time prior to acceptance of the offering and to reject any subscription, in whole or in part, in their sole discretion.

This Memorandum (including appendices, exhibits, amendments and Supplements hereto) and the documents summarised herein constitute the only formal offering materials for the Company. No person has been authorised to make representations or to give any information with respect to the Company or its Shares except for the information contained herein. Investors should not rely on information not contained in this Memorandum or the documents summarised herein.

This Memorandum is intended solely for use by those persons to whom it is transmitted by the Company in connection with the contemplated placement of Shares.

Neither the Company, the Administrator, the Custodian, the Investment Manager nor any Investment Advisor is making any representation to any offeree or investor in the Company regarding the legality of investment by such offeree or investor under applicable legal investment or similar laws.

This Memorandum is based on the law and practice currently in force in St. Vincent and the Grenadines and is subject to changes therein. No invitation to members of the public in St. Vincent and the Grenadines or elsewhere to subscribe for any Shares in the Company is permitted to be made. This Memorandum should be read in conjunction with the Articles of Incorporation and the By-laws of the Company.

The Shares are being offered to non US Persons as well as to investors other than Restricted Persons and exclusively on a private basis. The Company will neither solicit in the United States nor accept funds from any US Persons. Shares offered outside the United States, its territories and possessions to non US Persons are being offered in reliance upon an exemption from registration under the 1933 Act provided by Regulation S thereunder. The Shares offered hereby have not been registered under the United States Security Act of 1933 as amended, nor under any State securities laws and therefore may not, except by any transaction which does not violate such act or laws, be offered, sold or transferred directly or indirectly in the United States or for the benefit of any US Person or to any person purchasing such securities for re-offer, re-sale or transfer in the United States or for the benefit of any US Person as part of the distribution of such securities. The Company will not be registered under the 1940 Act.

Investors are not to construe the contents of this Memorandum as legal, business or tax advice. Each investor should consult his own attorney, business advisor and tax advisor as to legal, business, tax and related matters concerning this offering.

All Shareholders are entitled to the benefit of, are bound by and are deemed to have notice of the provisions of the Articles of Incorporation and By-Laws of the Company, copies of which are available as mentioned herein.

SUMMARY OF THE OFFERING

This summary is qualified in its entirety by the more detailed information included in this Memorandum.

AUCTUS Fund Ltd. (the **Company**) was incorporated as an international business company with limited liability under the provisions of the International Business Companies (Amendment and Consolidation) Act, 2007 of St. Vincent and the Grenadines on 8th June 2009.

The investment objective, policies and restrictions of the Company are, as further described below in the **Investment Objective, Policies, Restrictions, Borrowing and Leverage and Currency Hedging section**.

The initial offering in respect of Shares is made during the Initial Offer Period. The Company may permit additional subscriptions for Shares on each Dealing Day from existing or new investors. To subscribe for Shares, each prospective investor must complete, execute and return the Subscription Form to the Administrator by the relevant Dealing Deadline (or such later time as may be agreed by the Directors in their sole discretion) and procure that subscription amounts in cleared funds are received by the Administrator before the relevant Settlement Date.

A holder of Shares may redeem some or all of his Shares on a Dealing Day at the Net Asset Value per Share as at the immediately preceding Valuation Point.

The Directors may in their sole discretion permit subscriptions and/or redemptions of Shares at any other times.

The Subscription Price and Redemption Price for Shares is determined by reference to the value of the assets and liabilities determined by the Administrator to be attributable to the Shares in issue.

ALL POTENTIAL INVESTORS SHOULD CAREFULLY REVIEW THE INFORMATION PRESENTED IN THE "RISK FACTORS" SECTION SET OUT BELOW FOR A DESCRIPTION OF CERTAIN RISKS ASSOCIATED WITH AN INVESTMENT IN THE COMPANY (INCLUDING THE RISK OF A COMPLETE LOSS OF THEIR INVESTMENT).

DIRECTORY**The Company**

AUCTUS Fund Ltd.
112 Bonadie Street
P.O. Box 613
Kingstown, St. Vincent and the Grenadines

The shares are identified with the following numbers

Class CHF

Swiss security number (Valor): 10 312 343
ISIN: VCP0586W1044

Class USD

Swiss security number (Valor): 54 867 836
ISIN: VCP0586W1127

Directors

Michael Negele
Richard Negele

Investment Manager

Auctus Fund Management Ltd.
112 Bonadie Street, P.O. Box 613
Kingstown, St. Vincent and the Grenadines

**Administrator &
Transfer Agent**

CAIAC International Ltd.
Trust House, 112 Bonadie Street, P.O. Box 613
Kingstown, St. Vincent and the Grenadines
European mailing address:
CAIAC International Ltd.
Unit 10329, PO Box 6945 London W1A 6 US, Great Britain
Tel. +1 784 457 2904 Fax +44 20 351 424 70
Email: info@caiac.vc

Custodian & Banker

Bank Frick & Co. AG
Landstrasse 14
FL-9496 Balzers, Liechtenstein

Auditors

Grant Thornton AG
Bahnhofstrasse 15
FL-9494 Schaan, Liechtenstein

Registered Agent

St. Vincent Trust Service Ltd.
112 Bonadie Street,
POB 613
Kingstown, St. Vincent and the Grenadines

DEFINITIONS

Administration Agreement	Means the Agreement dated 29 / 31 May 2013 between the Company and the Administrator as amended, supplemented or otherwise modified from time to time.
Administration Fee /	Under the Administration Agreement, the Administrator will receive
Transfer Agent Fee	an administration fee at the annual rate of 0.25% of the fund's total Net Asset Value subject to a minimum fee of CHF 30'000.00 per annum and will charge a transfer agency fee up to 0.2% from the Subscriber and Redeemer at a minimum of CHF 125.00 (Class CHF) resp. USD 125.00 (Class USD) on the transaction amount as set out on page 25.
Administrator	CAIAC International Ltd. or any successor thereto duly appointed administrator in succession to the said CAIAC International Ltd.
Articles of Incorporation	The articles of Incorporation and By-laws of the Company as amended from time to time.
Auditors	Grant Thornton AG or any person or persons for the time being duly appointed by the Directors as auditors in succession to the said Grant Thornton AG.
Base Currency	Swiss Franc (CHF)
Business Day	Any day other than Saturday or Sunday on which retail banks and regulated stock exchanges are open for business in London, Zurich and New York.
Company	AUCTUS Fund Ltd.
Companies Law	The International Business Companies (Amendment and Consolidation) Act, 2007 of St. Vincent and the Grenadines, as amended or revised from time to time.
Custodian	Means Bank Frick & Co. AG or any successor thereto duly appointed custodian in succession to the said Bank Frick & Co. AG.
Custodian Agreement	Means the agreement between the Company and the Custodian as amended, supplemented or otherwise modified from time to time.
Data Protection Legislation	Means the Data Protection legislation and laws in force in St. Vincent and the Grenadines.

Dealing Day	Means in the case of subscriptions and redemptions, the first and the 15 th day of each calendar month or the next business day or such other Days as the Directors shall from time to time at their discretion decide.
Dealing Deadline	In respect of a Dealing Day, the Dealing Deadline for subscriptions is 5.00 p.m. (CET) on the 5 th Business Day preceding the relevant Dealing Day and the Dealing Deadline for redemptions is 5.00 p.m. (CET) on the 30 th calendar day preceding the relevant Dealing Day or such other times as determined by any one Director at his discretion.
Directors	The board of directors of the Company from time to time.
Eligible Investor	Any person who is not a Restricted Person.
Financial Year	The period beginning on 1 January of each year and ending on 31 December of that year. For the first time audited financial statements will be produced for the period ending 31.12.2010
Initial Issue Price	EUR/CHF/USD 1'000.-- per share.
Initial Offer Period	From 9.00 a.m. (CET) on 3 rd July 2009 to 5.00 p.m. (Irish time) on 10 th July 2009 or such longer or shorter period as the Directors may determine. After the Initial Offer Period, the Shares will be continuously open for subscriptions.
Investment Advisory Agreement	Means any agreement between the Investment Manager and the Investment Advisor (if ever appointed) as amended, supplemented or otherwise modified from time to time.
Investment Management Agreement	Means the agreement dated 29 th May. 2009 between the Company and the Investment Manager as amended, supplemented or otherwise modified from time to time.
Investment Manager	Means Auctus Fund Management Ltd. or any other person or persons for the time being appointed Investment Manager in succession or in addition to the said Auctus Fund Management Ltd.
Management Fee	Under the investment management agreement, the Manager will receive a management fee at the annual rate of up to 2 % of the fund's total Net Asset Value as set out on page 24.
Management Shares	The voting non-participating management shares of EURO 1 each in the capital of the Company.
Memorandum	This offering memorandum (including any Supplement) in respect of this offering and any supplemental offering memorandum in respect of further offerings as the same may be amended by the Directors from time to time.
Minimum Investment	CHF 50'000.00 (Class CHF) resp. USD 50'000.00 (Class USD)
Minimum Additional Investment Amount	CHF 5'000.00 (Class CHF) resp. USD 5'000.00 (Class USD) or such amount as the Directors may in their absolute discretion determine;
Net Asset Value or Net Asset Value per Share	Means in respect of the assets of the Company, the amount determined in accordance with the principles set out on pages 27 to 28 as the Net Asset Value or the Net Asset Value per Share.

Performance Fee	Means the incentive based fee payable to the Investment Manager as set out on page 25.
Redemption Price or Redemption Price per Share	The Redemption Price per Share will be calculated and will be determined in accordance with the principles on page 34.
Restricted Person	Any person in respect of whom the Directors have imposed restrictions for the purpose of ensuring that no Shares are held by (a) a US Person that would require the Company to register the Shares under the U.S. federal or state securities laws and causes the Company to become subject to the 1940 Act or causes the Investment Manager to become subject to the United States Investment Advisers Act of 1940, (b) any person or persons in breach of the law or requirements of any country or governmental authority or (c) any person or persons in circumstances (whether directly or indirectly affecting such person or persons and whether taken alone or in conjunction with any other person or persons, connected or not, or any other circumstance appearing to the Directors to be relevant) which in the opinion of the Directors might result in the Company incurring any liability to taxation or suffering any other pecuniary, fiscal or regulatory disadvantage which the Company might not otherwise incur or suffer.
Sales Charge	Up to 2% of the Initial Issue Price per Share during the Initial Offer Period and up to 2% of the Subscription Price per Share thereafter payable to the Investment Manager. The Investment Manager may rebate the Sales Charge in whole or in part to any party.
Settlement Date	In the case of subscription and redemptions close of business on the 2 nd calendar day preceding the relevant Dealing Day, or such other day as determined by the Directors at their discretion.
Shares	The redeemable participating preference shares of non-par value in the capital of the Company which are non voting save as set out under the heading "Variation of Rights Attaching to the Shares" and which represent equity interests in the Company.
Shareholder	The person registered as the holder of a Share in the register of members of the Company.
Subscription Fee	Up to 3% of the Subscription Price per Share payable to the Company in respect of Shares subscribed on a Dealing Day.
Subscription Form	A relevant subscription form in the form attached as Appendices to this Memorandum or in such other form as the Directors may decide from time to time.
Subscription Price or Subscription Price per Share	The Subscription Price per Share will be calculated and will be determined in accordance with the principles on page 32.
Subscription in kind	Subscriptions in kind in lieu of subscriptions in cash can be accepted by the Directors at their sole discretion.
Supplement	Means any supplement to the Memorandum issued on behalf of the Company from time to time.

Transfer Agent Fee / Administration Fee	Under the Administration Agreement, the Administrator will charge a transfer agency fee up to 0.2% from the Subscriber and Redeemer at a minimum of CHF 125.00 (Class CHF) resp. USD 125.00 (Class USD) on the transaction amount and will receive an administration fee at the annual rate of 0.25% of the fund's total Net Asset Value subject to a minimum fee of CHF 30'000.00 per annum as set out on page 25.
Underlying Fund	Means a collective investment fund (whether established as an open-ended or closed-ended unit trust, corporate vehicle, limited partnership or other investment entity which in each case may be listed or unlisted, regulated or unregulated and/or leveraged or unleveraged) managed by an Underlying Fund Manager. Underlying Funds may also include collective investment funds managed by an Underlying Fund Manager whose principal objective include investment in other collective investment funds, but means also private limited companies managed as determined by the Directors of the Company.
Underlying Fund Manager	Means an individual fund manager of an Underlying Fund and appointed to manage a portion of the assets of the Company.
United States	Means the United States of America, its territories and possessions, and the District of Columbia.
US Person(s)	Means the definition set out in Regulation S of the 1933 Act and includes: (a) a citizen of the United States; (b) a natural person who is a resident of the United States; (c) a resident alien of the United States as defined by section 7701 b) of the Internal Revenue Code of 1986, as amended; (d) any partnership, corporation or other entity created, organised or incorporated in the United States or under the laws of the United States or any state or the District of Columbia or which has its principal place of business in the United States; (e) any estate or trust, the income of which is subject to United States income tax regardless of source, or whose income from sources outside of the United States, which is not effectively connected with the conduct of a trade or business in the United States, is included in gross income for United States Federal Income Tax purposes; (f) any trust if a court within the United States is able to exercise primary supervision over the administration of the trust and one or more United States fiduciaries have authority to control all substantive decisions of the trust; or (g) any entity organised principally for passive investment such as a commodity pool, an investment company or other similar entity (other than a pension plan for the employees, officers or principals of an entity organised and with its principal place of business outside the United States): (1) in which US Persons hold units of participation representing in the aggregate 10% or more of the beneficial interest in the entity; or (2) which was formed principally for the purpose of investment by US Persons in a commodity pool with respect to which the operator is exempt from certain requirements of Part 4 of the regulations of the United States Commodity Futures Trading Commission by virtue of its participants being non US Persons.
Valuation Point	10.00 p.m. E.S.T. on the Business Day preceding the relevant Dealing Day or such other time as may be determined by the Directors.
1933 Act	The United States Securities Act of 1933, as amended.
1940 Act	The United States Investment Company Act of 1940, as amended.

INVESTMENT OBJECTIVE, POLICIES, RESTRICTIONS, BORROWING AND LEVERAGE AND CURRENCY HEDGING

Investment Objective:

The investment objective of the Company is to achieve constant appreciation of value by investing globally in long and short positions in equities, bonds, currencies, commodities, hedge funds (single and/or Fund of Hedge Funds), precious metals, money market instruments and derivatives, both publicly quoted and private placements, as well as investing in securitized and non-securitized debt which can be subordinated, secured or unsecured.

The Company follows three basic strategies:

1. Taking advantage of market trends and investment opportunities;
2. Taking advantage of market volatilities by trading; and
3. Financing of special opportunities.

Derivative Instruments may be used to leverage certain opportunities and/or for hedging purposes. For detailed information about the investment types, policies, restrictions and risks see Sections Investment Objective, Policies, Restrictions, Borrowing and Leverage and Currency Hedging and Risk Factors.

Investment Policies:

The fund aims over the long run to generate capital appreciation by opportunistic investing. The goal is to generate a return higher than the risk free rate of return in the base currency over the long run. The fund aims at collecting, apart from the equity market risk premium and/or the credit risk premium, the liquidity premium attached to securities issued by quoted or not quoted companies. There are no restrictions on foreign currency exposure.

The Company may invest its assets in instruments traded on money, capital, stock and commodity markets, as well as in currencies. The Company may also invest in option and futures contracts based on securities, indices, interest rates, currencies, precious metals and commodities. Furthermore, the Fund may invest in private placements of any kind not specifically prohibited by law.

Specifically, the Company may invest in:

- Securitized and non-securitized, secured and unsecured Loans (Bonds, Notes, Warrant Bonds, Convertible Bonds etc.) as well as participation shares and participation rights (stocks, preferred shares, profit participating certificates, etc.);
- Private placements of Stocks, Bonds and Notes (Private placements are securities that are not publicly quoted);
- Precious Metals and Commodities;
- Warrants on investments mentioned above;
- Units in other investment funds that are either open or closed ended;
- Money market instruments;
- Currency contracts of any kind;
- Hedge Funds, single and/or Fund of Hedge Funds
- Various derivative instruments as specified in the following section.

Derivative instruments include:

- Futures and option contracts that are quoted on an exchange or on an other regulated market that is open for the public to trade;
- Other standardized derivative finance instruments of any kind of which the price is based on investments (securities, commodities, precious metals, currencies, etc.) on indices or on reference rates (interest rates);
- Over-the-counter option contracts on stocks, bonds, indices and interest rates as well as currency swaps, cross currency swaps, swaptions etc. and other derivative products like caps, floors, collars etc. based on interest rates and currencies.
- Over-the-counter options and forwards on currencies.

Liquid Assets:

- The Company may keep liquid assets permanently and unlimited as necessary to meet the investment objectives. Liquid assets are specifically, but not limited to, cash deposits and time deposits with maturity up to one year with the Company's custodian bank.

Lending to Third Parties:

- The Company may lend money to private individuals, companies or other institutions.

Borrowing:

- The Company may borrow money for short term financing of redemptions and for the purpose of leveraging.

The assets of the Company may not be pledged, assigned, promised, committed, mortgaged or used as guarantee except as security for loans to the Company.

Other Restrictions:

- There are no other restrictions.

In order to achieve the investment objectives as stated above the investment manager may use all of the investment types as stated.

Derivative Instruments may be used for the purpose of investing, leveraging and/or hedging. The Company may hold long and short positions of derivative instruments. The maximum leverage the Company may apply is five times its Net Asset Value

The investment manager may also borrow money as stated above in order to leverage the Company's assets or for redemption purposes.

THERE CAN BE NO ASSURANCE THAT THE COMPANY'S INVESTMENT OBJECTIVE AND POLICIES WILL ACHIEVE PROFITABLE RESULTS. AS A RESULT OF INVESTMENT RISKS, AN INVESTOR MAY LOSE ALL OF THE CAPITAL IT HAS INVESTED IN THE COMPANY. IN ADDITION, THE INVESTMENT OBJECTIVE AND POLICIES OF THE COMPANY MAY NOT BE ACHIEVED DUE TO CIRCUMSTANCES ARISING AT THE UNDERLYING FUND LEVEL.

Investment Restrictions

The By-laws of the Company contain no restrictions on the investment powers of the Directors in respect of the Company.

Borrowing and Leverage

Although the Company does not currently intend to leverage its portfolio, it is authorised to borrow up to 10% of the value of the net assets of a Fund from banks and other financial institutions in order to meet requests for redemption. Such loans may be secured by assets of the Company pledged to such lenders. Money borrowed will be subject to interest and other costs (which may include commitment fees and/or the cost of maintaining minimum average balances), which may or may not exceed the income received from the instruments purchased with borrowed funds. The maximum leverage that the company may apply is five times its Net Asset Value. The underlying funds of each Fund may use borrowing to leverage their portfolio.

Currency Hedging

Where the assets of the Company are denominated in a currency other than the Base Currency, the Company or its delegate may enter into currency hedging transactions to hedge the currency exposure risk using such derivative instruments as it may from time to time determine. Additionally, the base currency may also be hedged against other currencies.

Restrictions on Shareholders

The Directors shall have the power to impose such restrictions as they may think necessary for the purpose of ensuring that no Shares in the Company or any Fund are acquired or held by any person or persons in circumstances (whether directly or indirectly affecting such person or persons and whether taken alone or in conjunction with any other person or persons, connected or not, or any other circumstances appearing to the Directors to be relevant) which, in the opinion of the Directors, might result in the Company incurring any liability to taxation or suffering any other pecuniary or commercial disadvantage which the Company might not otherwise have incurred or suffered (a "non-qualified person").

If it comes to the notice of the Directors that any Shares are so held by any such non-qualified person, the Directors may give notice to such person requiring the redemption or transfer of such Shares in accordance with the provisions of the Bye-laws.

A person who becomes aware that he/she is holding or owning Shares in breach of any such restriction is required either to deliver to the Company a written request for redemption of his/her Shares in accordance with the Bye-laws or to transfer the same to a person who would not thereby be a non-qualified person.

RISK FACTORS

AN INVESTMENT IN THE SHARES OF THE COMPANY IS SPECULATIVE AND INVOLVES A HIGH DEGREE OF RISK. ACCORDINGLY, PROSPECTIVE INVESTORS SHOULD CONSIDER THE FOLLOWING RISK FACTORS. THESE MAY NOT BE A COMPLETE LIST OF ALL RISK FACTORS ASSOCIATED WITH AN INVESTMENT IN THE COMPANY.

General Considerations

The Company's investment programme is speculative and an investment in the Company therefore involves a high degree of risk. There is no guarantee that the investment objective of the Company, or its risk monitoring and diversification goals, will be achieved and results may vary substantially over time. Shareholders should recognise that investing in the Company involves special considerations not typically associated with investing in other securities and that the asset allocation is not structured as a complete investment program. The Company's investment strategy carries considerable risks. A portion of the Company's assets may be invested into specialised alternative vehicles and therefore investments in the Company may not be suitable for all Shareholders. Investments may be made in assets domiciled in jurisdictions which do not have a regulatory regime which provides a high level of Shareholder protection.

The value of the assets in which the Company invests (and therefore the value of the Company itself) may not follow the value of other investments. The value of assets and the value of the Company itself may fall in rising market conditions.

Debt Securities/Fiduciary Investments/Money Market Investments

The Company will invest in debt securities that may occasionally be un-rated or below investment grade and thus subject to greater risk of loss of principal and interest than higher-rated debt securities. The Company may invest in debt securities which rank junior to other outstanding securities and obligations of the issuer, all or a significant portion of which may be secured on substantially all of that issuer's assets. The Company may invest in debt securities that are not protected by financial covenants or limitations on additional indebtedness. The Company will therefore be subject to credit, liquidity and interest rate risks. In addition, evaluating credit risk for debt securities involves uncertainty because credit rating agencies throughout the world have different standards, making comparison across countries difficult.

Trading Strategies

There can be no assurance that any trading methods employed by the Manager on behalf of the Company will produce profitable results. Moreover, past performances is not necessarily indicative of future profitability. Profitable trading is often dependent on anticipating trends or trading patterns. In addition, markets experiencing random price fluctuations, rather than defined trends or patterns, may generate a series of losing trades. There have been periods in the past when the markets have been subject to limited and ill-defined price movements, and such periods may recur. Any factor that may lessen major price trends (such as governmental controls affecting the markets) may reduce the prospect for future trading profitability. Any factor which would make it difficult to execute trades, such as reduced liquidity or extreme market developments resulting in prices moving the maximum amount allowed in a single day, could also be detrimental to profits or cause losses. Increases in margin levels on securities (including options) may occur in the future. Such increased margins and other potential regulatory changes may adversely impact the trading strategies.

Many of the financial instruments in which it is expected that the Company will invest and trade, and many of the trading strategies which the Manager is expected to execute on behalf of the Company are highly complex and, for their successful application, will require relatively sophisticated mathematical calculations and relatively complex computer programs. While the Manager and Investment Advisor intend to use "good faith" efforts to carry out such calculations correctly and to use such instruments and strategies effectively, there can be no assurance that they will prove successful in doing so. Certain of the trading strategies expected to be used by the Manager on behalf of the Company are dependent upon various computer and telecommunications technologies. The successful execution of these strategies, the implementation and operation of any future strategies, and various other critical activities of the Manager on behalf of the Company could be severely compromised by (among other things) telecommunications failures, power loss, software-related system crashes, fire or water damage or various other events. It will typically be either impractical or prohibitively expensive for comprehensive and foolproof protection against all such events to be provided. The Company does not therefore expect to secure such comprehensive or foolproof protection. Any event that interrupts the Manager's or Investment Advisor's computer and/or telecommunications operations could result in, among other things, the inability to establish, modify, liquidate or monitor the Company's investment portfolio and, for those and other reasons, could have a material adverse effect on the operating results, financial condition, activities and prospects of the Company.

Borrowing and Leverage

The Company may use borrowing and leverage through use of margin lending agreements and derivative instruments for the purpose of making Investments. The use of such borrowing and leverage creates special risks and may significantly increase the Company's investment risk. Borrowing creates an opportunity for greater yield and total return but, at the same time, will increase the Company's exposure to capital risk and interest and other costs. Any investment income and gains earned on Investments made through the use of borrowings and leverage that are in excess of the interest and other costs associated therewith may cause the Net Asset Value of the Preferred Shares to increase more rapidly than would otherwise be the case. Conversely, where the associated interest and other costs are greater than such income and gains, the Net Asset Value of the Preferred Shares may decrease more rapidly than would otherwise be the case.

Short Selling

Short selling involves trading on margin and accordingly can involve greater risk than investments based on a long position. A short sale of a security involves the risk of a theoretically unlimited increase in the market price of the security, which could result in an inability to cover the short position and a theoretically unlimited loss. There can be no absolute guarantee that securities necessary to cover a short position will be available for purchase.

Derivatives

The Company may utilise both exchange-traded and over-the-counter futures, options, contracts for difference and other derivatives as part of its investment policy. These instruments are 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 monies actually placed as initial margin and may result in unquantifiable further loss exceeding any margin deposited. 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.

Political and/or Regulatory Risks

The value of the Company's assets may be affected by uncertainties such as international political developments, changes in government policies, changes in taxation, restrictions on foreign investment and currency repatriation, currency fluctuations and other developments in the laws and regulations of countries in which investment may be made. Furthermore, the legal infrastructure and accounting, auditing and reporting standards in certain countries in which investment may be made may not provide the same degree of investor protection or information to investors as would generally apply in major securities markets.

With the exception of registration under the Mutual Funds (Amendment and Consolidation) Act, 1998 of St. Vincent and the Grenadines, the Company is not registered pursuant to any other applicable law, rule or regulation. Consequently, Shareholders will not benefit from certain of the protections afforded by such other laws or regulations.

Foreign Exchange / Currency Risk

The Company may invest its assets denominated in other currencies than Swiss Francs (CHF), some of which may not be freely convertible. The Net Asset Value of the Company as expressed in CHF resp. USD for Class USD and will fluctuate in accordance with the changes in the foreign exchange rate between the CHF/USD and the currencies in which the Company's Investments are denominated. The Company may therefore be exposed to a foreign exchange/currency risk. It may not be possible or practicable to hedge against the consequent foreign exchange / currency risk exposure. The Manager may enter into hedging transactions at his sole discretion. Fluctuations in the Swiss Franc exchange rate against the Shareholder's domestic currency are unpredictable and can have a significant impact on the return on investment to each investor.

Market Risk

Some of the exchanges on which the Company may invest may prove to be illiquid, insufficiently liquid or highly volatile from time to time. This may affect the price at which the Company may liquidate positions to meet repurchase requests or other funding requirements.

Settlement Risk

The trading and settlement practices on some of the exchanges on which the Company may invest may not be the same as those in more developed markets. That may increase settlement risk and/or result in delays in realising Investments made by the Company.

Custodial Risk

The Manager shall exercise care and diligence in choosing and appointing sub-custodians so as to ensure that any sub-custodian has and maintains the expertise, competence and standing appropriate to discharge the responsibilities concerned. The Manager will maintain an appropriate level of supervision over any sub-custodian and make appropriate inquiries from time to time to confirm that the obligations of the sub-custodian are completely discharged. However, notwithstanding the exercise by the Manager of care and diligence in choosing and appointing sub-custodians and undertaking an appropriate level of supervision and enquiry on an ongoing basis into the discharge of the obligations of the sub-custodian, there can be no assurance that losses will not arise to the Company from the actions or inactions of such sub-custodian, particularly since regulation and standards of administration in the markets in which the Company may invest are underdeveloped and not of the standard experience in most industrialised economies.

Valuation Risk

Neither the Manager nor the Administrator shall be liable to the Company or to its Shareholders for relying on information supplied to it by the Investment Advisor or any pricing service. In addition, neither the Manager nor the Administrator shall be liable to any person for any loss, liability, claim, cost or expense suffered by any person as a result of the Manager or the Administrator having relied upon the accuracy and completeness of the information supplied to it provided that, in relation to the information supplied by any pricing service, the Manager or the Administrator has used reasonable care in the selection of the pricing service where it is not a pricing service that has been recommended by the Investment Advisor, and provided further the pricing service has been approved for valuation purposes by the Manager.

There is no assurance that the determination of the Net Asset Value of Shares as described below reflects the actual sales prices of the securities, even when such sales occur very shortly after the Valuation Point. If sales of investments result in fewer proceeds than estimated, the remaining Shareholders may see the Net Asset Value of Shares reduced.

Price Fluctuations

It should be remembered that the value of Preferred Shares and the income (if any) derived from them can go down as well as up.

Performance Fee

Where performance fees are payable by the Company, they will be based on net realised and net unrealised gains and losses as at the end of each calculation period. As a result, performance fees may be paid on unrealised gains which may subsequently never be realised. In addition, the existence of a performance fee may encourage the choice of more volatile investments by the Investment Manager and/or the Investment Advisor in the hope of achieving an increased gain during a calculation period.

Privately Placed Securities

Privately placed securities held by the Underlying Funds in which the Company invests may involve special registration risks, liabilities and costs, as well as valuation or other liquidity-related difficulties. In addition, the Underlying Funds in which the Company invests will be subject to the risk of breach of the purchase agreements by the issuers of such securities.

Absence of Secondary Market

It is unlikely that any active secondary market for any of the Shares will develop. Shares are not being registered to permit a public offering under the securities laws of any jurisdiction. Shareholders might be able to dispose of their Shares only by means of redemptions on the relevant Dealing Day at the Redemption Price per Share, in the absence of an active secondary market. The risk of any decline in the Net Asset Value of Shares during the period from the date of notice of redemption until the redemption date will be borne by the Shareholder(s) requesting redemption. In addition, the Directors have the power to suspend and compel redemptions.

Operating Deficits

The expenses of operating the Company (including the fees payable to the Investment Manager, the Administrator, the Custodian and other service providers) may exceed the Company's income, thereby requiring that the difference be paid out of the Company's capital, reducing the value of the Company's investments and potential for profitability.

Dividends and Distributions

The Company does not intend to pay dividends or other distributions on Shares, but intends instead to reinvest all of the income and gain. Accordingly, an investment in Shares may not be suitable for investors seeking current returns for financial or tax planning purposes. The Directors do however reserve the right to declare and pay dividends.

No Guarantee

There is no guarantee that implementation of the investment objective and policies with respect to the assets of the Company will not result in losses to Shareholders.

Investment Manager Risk

The Administrator may consult the Investment Manager and the Investment Advisor with respect to the valuation of the Shares of the Underlying Funds. There is an inherent conflict of interest between the involvement of the Investment Manager and / or the Investment Advisor in determining the valuation price of the Company's investments and the Investment Manager's and the Investment Advisor's other responsibilities.

Other Risks:

The risk factors set forth above should not be considered to be an exhaustive list of the risks that potential investors should consider before investing in the Preferred Shares. Potential investors should be aware that an investment in the Preferred Shares may be exposed to other risks of an exceptional nature from time to time.

BEFORE DETERMINING TO INVEST IN THE COMPANY, PROSPECTIVE INVESTORS SHOULD EVALUATE WHETHER THEY ACCEPT THE AFORESAID RISKS WHICH THEY WILL ASSUME BY BUYING SHARES OF THE COMPANY. THE FOREGOING LIST OF RISK FACTORS DOES NOT PURPORT TO BE A COMPLETE EXPLANATION OF THE RISKS INVOLVED IN THIS OFFERING.

PROSPECTIVE INVESTORS SHOULD READ THE ENTIRE OFFERING MEMORANDUM AND FULLY EVALUATE ALL OTHER INFORMATION THAT THEY DEEM TO BE NECESSARY BEFORE DETERMINING TO INVEST IN THE COMPANY.

INFORMATION ON THE DIRECTORS, THE INVESTMENT MANAGER, THE INVESTMENT ADVISOR, THE ADMINISTRATOR AND THE CUSTODIAN.

The Directors

The Directors of the Company have overall authority over, and responsibility for, the operations, strategic decisions and management of the Company. The Company has however, delegated the duties of (but not the ultimate responsibility for) the day to day management of the Company and its investments and the distribution of the Company to the Investment Manager, the administration of the Company to the Administrator and the custody of the assets of the Company to the Custodian on the terms of the Investment Management Agreement, the Administration Agreement and the Custodian Agreement respectively. The Directors of the Company are:

Richard Negele

After a thorough training in all aspects of the securities business, Richard Negele spent fifteen years with the Union Bank of Switzerland (UBS), including seven years as their representative in the Middle East before returning to UBS headquarters in Zurich as Vice-President Middle East. As a founding partner of Negele Sele Frommelt & Partner (1988) Richard Negele is primarily involved in investment management and financial consulting. From October 1998 to November 2007 he was Chairman of the Supervisory Board at Banque Pasche (Liechtenstein) SA.

Michael Negele, lic. oec. HSG, CAIA

Michael Negele graduated 1998 from the University of St. Gall with an MBA. During his studies he did several internships in banking and finance. After university he worked as an equity analyst at Credit Suisse Private Banking. Two years later Michael Negele joined the Vontobel Group where he was primarily involved in investment advice and in investment management for private clients. In 2007 Michael Negele successfully completed the „Chartered Alternative Investment Analyst“ program. Before leaving the Vontobel Group Michael Negele headed as Vice-President the „Special Services/ Front Support“ department within the business unit „Group Investment Center“. Since 2008 Michael Negele is Managing Director of NSF Wealth Management Trust reg..

No Director has:

- (i) any unspent convictions in relation to indictable offences; or
- (ii) been bankrupt or the subject of an involuntary arrangement, or has had a receiver appointed to any asset of such Director; or
- (iii) been a director of any company which, while he was a director with an executive function or within 12 months after he ceased to be a director with an executive function, had a receiver appointed or went into compulsory liquidation, creditors voluntary liquidation, administration or company voluntary arrangements, or made any composition or arrangements with its creditors generally or with any class of its creditors; or
- (iv) been a partner of any partnership, which while he was a partner or within 12 months after he ceased to be a partner, went into compulsory liquidation, administration or partnership voluntary arrangement, or had a receiver appointed to any partnership asset; or
- (v) had any public criticism by statutory or regulatory authorities (including recognised professional bodies); or
- (vi) been disqualified by a court from acting as a director or from acting in the management or conduct of the affairs of any company.

For the purposes of this Memorandum, the address of all the Directors is the registered office of the Company.

Investment Manager

The Company has appointed Auctus Fund Management Limited as Investment Manager to provide investment management and distribution services to the Company pursuant to an Investment Management Agreement described under the heading **Material Contracts** below.

The directors of the Investment Manager are Richard Negele and Michael Negele.

The Investment Manager is an international business company with limited liability incorporated in St. Vincent and the Grenadines on 30 June 2015 and having its registered office c/o St. Vincent Trust Service Ltd., 112 Bonadie Street, POB 613, Kingstown, St. Vincent and the Grenadines. The Investment Manager holds the license as Mutual Fund Manager of St. Vincent and the Grenadines.

The Investment Manager may (subject to the prior approval of the Company which shall not be unreasonably withheld) delegate some or all of the investment management or distribution of the Company to a third party without the prior consent of the Company. In addition, in the conduct of the Company's business, instead of acting personally, the Investment Manager may appoint or employ agents and advisers to transact any business and to do all acts required to be done under the Investment Management Agreement.

Administrator

The Company has appointed CAIAC International Ltd. as Administrator of the Company pursuant to an Administration Agreement between the Company and the Administrator described under the heading **Material Contracts** below. The Administrator was incorporated on 21 December 2009 under the laws of St. Vincent and the Grenadines in order to provide services as an administrator to funds, investment companies and other collective investment undertakings. The Administrator is licensed in St. Vincent and the Grenadines to provide Mutual Fund Administration.

In particular, the duties of the Administrator include the calculation of the Net Asset Value of the Shares of the Company and the provision, on behalf of the Company, of all the administrative and accounting services which it requires.

It should be noted that, in providing services as an administrator, the Administrator does not act as a guarantor of the Investor Shares herein described. Moreover, the Administrator is not responsible for any trading or investment decisions of the Fund (all of which will be made by the Investment Manager), or for the effect of such trading decisions on the performance of the Fund.

The directors of CAIAC International Ltd. are Thomas Jahn and Susanna Jahn.

The Directors have also appointed CAIAC International Ltd. as Registrar and Transfer Agent (the "Registrar") for the Company. The services provided by the Administrator, in the context of acting as Registrar, include the maintenance of a copy of the Register representing the Company's records relating to share ownership and the subscription and redemption of Investor Shares; receipt of requests for subscription and redemption; authorisation of redemption payments; authorisation of disbursements of management and advisory fees, commissions and other charges; and other services as agreed with the Company. The principal Share Register of the Company will be maintained by the Administrator, who shall cause a copy to be kept at the Company's Registered Office in St. Vincent and the Grenadines.

The Administrator may, in the conduct of the Company's business, instead of acting personally, appoint or employ agents and advisers to transact any business and to do all acts required to be done under the Administration Agreement.

Custodian

Bank Frick & Co. AG, Balzers/Liechtenstein, serves as the Custodian Bank and is an independent, private, Liechtenstein banking institution.

The Company will maintain an account with the Custodian for the receipt of subscriptions and the payment of redemptions and expenses. The Custodian will be responsible for the custody of the assets of the Company deposited with the Custodian. However the Custodian will not be responsible for the assets of the Company transferred to managed accounts with other financial institutions.

It should be noted that, in providing services as a custodian, the Custodian does not act as a guarantor to the Investor Shares herein described. Moreover, the Custodian is not responsible for any trading or investment decisions of the Company (all of which will be made by the Investment Manager and or the Investment Advisor), or for the effect of such trading decisions on the performance of the Company. Furthermore, the Custodian is not responsible to monitor the trading and investment activities of the Company or adherence to the investment policies and restrictions herein described.

FEES AND EXPENSES

Fees of the Investment Manager, the Investment Advisor, the Custodian, any sub-custodian and the Administrator.

The Investment Manager is entitled to receive from the Company an annual fee not exceeding 2% of the net assets of the Company together with all reasonable costs and expenses incurred by the Investment Manager in the performance of its duties and as may be agreed by the Company. Such fee shall accrue and be calculated on each Dealing Day and be payable quarterly in arrears.

The Investment Manager will also be entitled to receive a Performance Fee from the Company of 15% on the performance. The performance fee is subject to the high water mark principle. This means that a performance fee will only be paid if, at the moment when performance fee is due, the Net Asset Value has reached a new all time high. There is no hurdle rate. The Performance Fee is due on every NAV-Date on performance that's exceeds the high water mark and is payable quarterly

The Investment Manager shall discharge the fees of the Investment Advisor out of its fee (and not out of the assets of the Company).

The Administrator is entitled under the terms of the Administration Agreement to receive from the Company a fund administration fee of up to 0.25% per annum of the Net Asset Value of the Company subject to a minimum fee of CHF 30'000.00 per annum. Such fees shall be accrued and calculated on each dealing day and be paid quarterly in arrears. The Administrator is also entitled to receive from the Subscriber/Redeemer a transfer agency fee up to 0.2% on the transaction amount at a minimum of CHF 125.00 (Class CHF) resp. USD 125.00 (Class USD) and shall also be entitled to be reimbursed for all its reasonable out-of-pocket expenses incurred in the performance of its duties under the Administration Agreement.

The Custodian is entitled under the terms of the Custodian Agreement to receive out of the assets of the Company a standard fee per annum of the gross asset value of the Company. The Custodian is also entitled to be reimbursed for all its reasonable out-of-pocket expenses incurred in the performance of its duties under the Custodian Agreement. The fees and expenses of any sub-custodians, which will be at normal commercial rates, will be discharged by the Company, or if paid by the Custodian, reimbursed by the Company to the Custodian forthwith.

The expenses of the Directors (as referred to below), any fees in respect of circulating details of the Net Asset Value, stamp duties, taxes, company secretarial fees, any costs incurred in respect of meetings of Shareholders, marketing costs, listing fees, investment transaction charges, costs incurred in respect of the distribution of income to Shareholders, the fees and expenses of any paying agent or representative appointed in compliance with the requirements of another jurisdiction, any amount payable under indemnity provisions contained in the Articles of Incorporation and By-Laws or any agreement with any appointee of the Company, all sums payable in respect of directors' and officers' liability insurance cover, brokerage or other expenses of acquiring and disposing of investments, the fees and expenses of the auditors, tax and legal advisers, registering the Shares for sale in other jurisdictions shall be paid out of the assets of the Company.

The costs of printing and distributing this Memorandum, reports, accounts and any explanatory memoranda, any necessary translation fees, the costs of publishing prices and any costs incurred as a result of periodic updates of the Memorandum, or of a change in law or the introduction of any new law (including any costs incurred as a result of compliance with any applicable code, whether or not having the force of law) will also be paid by the Company.

In the case of any fees or expenses of a regular or recurring nature, such as audit fees, the Company may calculate such fees and expenses on an estimated figure for yearly or other periods in advance and accrue the same in equal proportions over any period.

The Directors will be entitled to be remunerated out of the assets of the Company for their services as directors, an amount which will not exceed CHF 7'500.00 per Director per annum or such higher amount as may be determined by the Company. The Directors will also be entitled to be reimbursed out of the assets of the Company for their reasonable out of pocket expenses incurred in discharging their duties as directors.

The cost of establishing the Company, legal and incorporation fees and expenses and initial data base fees, obtaining authorisation from any authority, filing fees, the preparation and printing of this Memorandum, marketing costs and the fees of all professionals relating to it which are estimated not to exceed US\$65,000 will be borne by the Company and be amortised over the first three years of the Company's operation (or such other period as may be determined by the Directors at their discretion) and charged to the Company.

DETERMINATION OF NET ASSET VALUE

The Net Asset Value shall be calculated by the Administrator on behalf of the Company as at each Valuation Point by ascertaining the value of the assets of the Company and deducting from such amount the liabilities of the Company as at the Valuation Point. The Net Asset Value per Share shall be calculated as at each Valuation Point by determining the Net Asset Value which is attributable to the Shares in issue as at the Valuation Point.

Due to the accumulation of bank holidays between 22nd December and 7th January each year there can be a distortion of the valuation prices of the target investments of the fund. This could be based on missing liquidity (low trade volumes) and different business hours of the international stock exchanges. This leads to difficulties in assessing if sufficient price quality exists and therefore transactions within the share register of the fund can be carried out fairly. Another difficulty lays in the comprehensible communication of the deadline for share register transactions as the relevant NAV (net asset value) could occur several days later with the result that the issue or redemption of shares/units will be delayed.

For funds with daily or weekly valuation intervals the administration company has the option to amend the rules in regard to issue and redemption of shares as well as the calculation of the NAV differing from the usual valuation days between the 22nd December and 7th January each year. The administration company can resolve the postponement or cancellation of the single valuation days. Furthermore the administration company can resolve that orders can be accepted for the NAV as of 31st December.

The Net Asset Value per Share is the resulting sum rounded to 2 decimal places of the unit of the relevant currency. The value of the assets of the Company shall be determined as set out below.

- (a) Investments in Underlying Funds shall be valued at their latest net asset value or if unavailable or not available for the timely calculation of the net assets of the Company, the latest estimated net assets value as provided by the trustee, administrator, or other agent of the Underlying Funds;
- (b) The value of investments quoted, listed, traded or dealt on any exchange shall be the last traded price (or, in the absence of any trades, at the mean between the last offer price and the last bid price) on the principal exchange for such investments as at the Valuation Point; PROVIDED ALWAYS that:-
 - (i) if the Directors or the Administrator at their discretion consider that the prices ruling on an exchange other than the principal exchange provide a fairer criterion of value in relation to any such investment, they may adopt such prices; and
 - (ii) the Directors or the Administrator may, at their absolute discretion, permit some other method of valuation to be used if they consider that such valuation better reflects the value.
- (c) In the event that any of the investments (other than Underlying Funds valued in accordance with (a) above) as at the Valuation Point are not listed or traded on any stock exchange or regulated market, such securities shall be valued at their probable realisation value as at the Valuation Point, as determined by the Directors or the Administrator with care and in good faith in consultation with the Investment Manager. Such probable realisation value will be determined:
 - (i) by using the original purchase price;
 - (ii) where there have been subsequent trades with substantial volumes, by using the last traded price provided that the Administrator, in consultation with the Investment Manager, considers such trades to be at arm's length;
 - (iii) where the Directors or the Administrator, in consultation with the Investment Manager, believes the investment has suffered a diminution in value, by using the original purchase price which shall be discounted to reflect such a diminution; and
 - (iv) if the Administrator, in consultation with the Investment Manager, believes a quotation from a broker is reliable, by using such a mid quotation or, if unavailable, a bid quotation.

Alternatively, the Directors or the Administrator, in consultation with the Investment Manager, may use such probable realisation value estimated with care and in good faith as may be recommended by a competent professional appointed by the Directors or the Administrator or the Investment Manager or its delegate. Due to the nature of such unquoted securities and the difficulty in obtaining a valuation from other sources, such competent professional may be the Investment Manager, the Investment Advisor or may be related to the Investment Manager or the Investment Advisor.

- (d) Cash and other liquid assets will be valued at their face value with interest accrued, where applicable, up to the Valuation Point.
- (e) Any value expressed otherwise than in the Base Currency (whether of an investment or cash) and any non-Base Currency borrowing shall be converted into the Base Currency at the rate, as at the Valuation Point (whether official or otherwise) which the Administrator on behalf of the Company deems appropriate in the circumstances.
- (f) Exchange-traded derivative instruments will be valued at each Valuation Point at the closing settlement price for such instruments on such market as at the Valuation Point. If such price is not available such value shall be the probable realisation value estimated with care and in good faith by the Directors or the Administrator in consultation with the Investment Manager or the Investment Advisor. Over-the-counter derivative instruments will be valued as at the Valuation Point by the counterparty which valuation will be verified monthly by the Investment Manager or the Investment Advisor on behalf of the Company as a person independent of the counterparty.

Forward foreign exchange contracts will be valued as at the Valuation Point with reference to the prevailing market maker quotations, namely, the price at which a new forward contract of the same maturity could be undertaken, or, if unavailable, they will be valued by the counterparty at least monthly which valuation will be verified by the Investment Manager or the Investment Advisor on behalf of the Company as a person independent of the counterparty.

In the event of it being impossible or incorrect to carry out a valuation of a specific investment in accordance with the valuation rules set out above, or if such valuation is not representative of the fair market value, the Directors or their delegates are entitled to use other generally recognised valuation methods in order to reach a proper valuation of that specific investment.

Where no method of calculation is specified herein, or where, in the opinion of the Directors or their agents, the method of calculation is unfair or impracticable, the Directors or their agents shall use a method of calculation that the Directors or their agents consider fair and reasonable and otherwise in accordance with the relevant accounting principles or standards applicable to the Company.

Prospective investors should be aware that situations involving uncertainties as to the valuation of positions could have an adverse effect on the Net Asset Value if the judgements of the Company or the Administrator (as the case may be) regarding appropriate valuations should prove incorrect. In the absence of fraud, wilful default, bad faith or negligence on behalf of the Administrator, the Administrator will not be liable to the Company or any Shareholder for any loss or damage arising from it determining the Net Asset Value in accordance with the provisions of the Administration Agreement.

There will be deducted from the assets attributable all accrued debts and liabilities, including but not limited to (a) any applicable advisory, incentive and other fees and disbursements of the Investment Manager earned but not yet paid, (b) any allowance for the Company's estimated annual audit, legal and other fees, (c) any applicable prime brokerage, custodian and brokerage fees, (d) any applicable fees and charges of the Administrator, (e) investments of the Company contracted to be sold, (f) the gross acquisition consideration of investments or other property contracted to be purchased for the Company, (g) reserves authorised or approved by the Administrator for duties and charges or taxes or contingencies (accrued where appropriate on a day-to-day basis), (h) the aggregate amount of all borrowings and interest, commitment fees and other charges arising in connection therewith (accrued where appropriate on a day-to-day basis) and (i) other liabilities of the Company of whatsoever nature (which shall, where appropriate, be deemed to accrue from day-to-day) including outstanding payments, as from the record date in respect thereof, any distributions declared and not paid (contingent liabilities (if any) being valued in such manner as the Administrator may determine from time to time or in any particular case).

The Net Asset Value per Share will take into account hedging transactions (if any) entered into and the costs associated with such hedging transactions.

Notwithstanding the above, the Directors retain absolute discretion to make, from time to time, any appropriate adjustments as in its opinion are required to safeguard the interests of the remaining Shareholders.

The Net Asset Value of the Company will be calculated in accordance with generally accepted accounting principles as applied to any internationally recognised standard as decided by the Directors or the Administrator on behalf of the Directors. The Net Asset Value per Share will be available from the Administrator each month within 20 Business Days of the publication of the net asset value per share of the Underlying Funds. The Net Asset Value per Share can be published in the listings of Bloomberg and/or Reuters As the directors may determine.

THE SHARES AND THE ARTICLES OF INCORPORATION AND BY-LAWS, SUBSCRIPTION FOR SHARES AND REDEMPTION OF SHARES

The rights and obligations of the Shareholders and the Directors are governed by the Articles of Incorporation. Prospective investors should examine these documents carefully and consult with their own legal counsel concerning their rights and obligations before subscribing for Shares. Copies of the Articles of Incorporation of the Company are available for inspection by an investor at the Administrator's office during normal business hours on any Business Day. The following statements and other statements in this Memorandum concerning the Articles of Incorporation and related matters are only a summary, do not purport to be complete, and in no way modify or amend the Articles of Incorporation.

The Company's Share Capital

The Company's authorised nominal share capital is EURO 100.00

- (a) 50'000 Investor Shares being redeemable non-voting preference Shares without par-value to be held by investors. Shares are redeemable at the option of the Shareholder in accordance with the terms set out in this Memorandum and are subject to compulsory redemption in certain circumstances. Shares are non-voting save as set out under the heading "Variation of Rights Attaching to the Shares". Shares rank *pari passu* for the payment of dividends. In a liquidation, after the payment of the capital paid on the Management Shares, the assets available for distribution are to be distributed to Shareholders *pari passu* according to the amount such shares would receive on a redemption on the Dealing Day immediately preceding the date of liquidation;
- (b) 100 Management Shares being voting non-participating Management Shares of EUR 1.00 each, all of which have been issued and are held by the investment manager. Management Shares carry one vote per share but do not carry any right to dividends. In a liquidation the Management Shares rank only for a return of the nominal amount paid up on those shares before any payment to the Shareholders and any other shares ranking *pari passu* with the Shares in a liquidation. The Company may at any time purchase Management Shares on such terms and in such manner as the Company may agree with the holder save that the price to be paid by the Company shall not exceed the amount paid up on such shares. On their purchase by the Company, the Management Shares will be automatically cancelled.

Subject to the terms of the Articles of Incorporation, authorised but unissued Shares may be redesignated and/or issued at the discretion of the Directors and there are no pre-emption rights with respect to the issue of additional Shares.

Subject to the provisions of the Companies Law, the Company may by ordinary resolution of the voting shareholders: (i) increase its authorised share capital by such sum, to be divided into new shares of such amount, as the resolution shall prescribe; (ii) consolidate and divide all or any of its share capital into shares of larger or lesser amount than its existing shares; (iii) convert all or any of its paid up shares and reconvert into paid up shares of any denomination; (iv) subdivide its existing shares, or any of them into shares of a smaller amount provided that in the subdivision the proportion between the amount paid and the amount, if any, unpaid on each reduced share shall be the same as it was in case of the share from which the reduced share is derived; and (v) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.

The Company may by special resolution of the voting shareholders reduce its share capital and any capital redemption reserve in any manner authorised by law.

Dividends on the Shares

Dividends may, in the absolute discretion of the Directors, be paid to the Shareholders out of the profits (including realised and unrealised capital gains) attributable to Shares available for distribution. It is not the current intention of the Directors to pay dividends but the Directors reserve the right to do so in the future. To the extent that a dividend may be declared, it will be paid in compliance with any applicable laws.

Eligible Shareholders

Shares should be purchased only by investors who are aware of the risks associated with the trading activities to be undertaken by the Company, do not require immediate liquidity from their investments and are aware that there can be no assurance that the Company or the Shares will be profitable or that the Company will be able to meet its investment objective. Other than Restricted Persons who may not invest in Shares, and subject to each investor providing the warranties set out in the Subscription Form and investing the Minimum Investment, and subject to the Directors' absolute discretion to reject or accept any subscription, there are no restrictions on who may purchase Shares.

SUBSCRIPTION FOR SHARES

Under the Articles, the Directors are given authority to effect the issue of Shares and have absolute discretion to accept or reject in whole or in part any application for Shares without assigning any reason therefore. All Shares will rank *pari passu*. The directors may charge a Subscription Fee of up to 3% in favour of the Company.

The Directors may in their absolute discretion accept the transfer of assets into the Company as valid subscription for shares in lieu of cash subscriptions.

It is intended that issues of Shares will normally be made with effect from a Dealing Day in respect of applications received and accepted on or prior to the Dealing Deadline for that Dealing Day. Pursuant to the Articles of Incorporation of the Company the Directors have the discretion to determine from time to time the Dealing Deadline and Dealing Day for the Company. Applications received after the Dealing Deadline for the relevant Dealing Day shall, unless the Directors otherwise agree (provided that in any case no application can be accepted for a Dealing Day if the application is received after the relevant Valuation Point), be deemed to have been received by the following Dealing Deadline.

A Sales Charge of up to 2% of the Subscription Price per Share as specified in this Memorandum can be paid to potential distribution partners, but only based on a distribution contract.

Shares may not be issued or sold by the Company during any period when the calculation of the Net Asset Value is suspended in the manner described under "Suspension of Redemption and Subscriptions" below. Applicants for Shares will be notified of such postponement or cancellation and, unless withdrawn, their applications will be considered as at the next Dealing Day following the ending of such suspension.

The Company may in its absolute discretion, provided it is satisfied that no material prejudice would result to any existing Shareholders and subject to the investment objective and policies of the Company, allot Shares against the vesting in the Company of investments which investments would form part of the assets of the Company. The number of Shares to be issued in this way shall be the number which would on the day the investments are vested in the Company have been issued for cash against the payment of a sum equal to the value of the investments. The value of the investments to be vested shall be calculated by the Administrator by applying the valuation methods described under the heading "Determination of Net Asset Value" and approved by the Directors.

The issue price at which Shares will be issued on a Dealing Day is calculated by ascertaining the Subscription Price per Share in accordance with the provisions on page 29. The issue price for Shares in the Company during the Initial Offer Period is the Initial Issue Price.

The minimum investment of Shares in the Company that must be subscribed by each Shareholder on initial application is the Minimum Investment as specified in this Memorandum. Thereafter, existing Shareholders may make additional subscriptions for Shares at the then current Subscription Price per Share provided that each subscription must be for an amount not less than the Minimum Additional Investment Amount.

Initial applications for the issue of Shares may be made either by facsimile or letter and should be made by executing the attached Subscription Form and sending same to the Administrator. Requests by facsimile will be treated by the Administrator as definite orders even if not subsequently confirmed by letter after acceptance by the Administrator and will not be capable of withdrawal. Payment in respect of the issue of Shares must be made by the Settlement Date in the Base Currency (or any other currency at the discretion of the Directors and at the cost to the applicant for Shares) by telegraphic transfer to the Administrator's account as set out in the Subscription Form.

If payment in full has not been received by the Settlement Date or in the event of non-clearance, any allotment of Shares made in respect of such application may be cancelled. In such a case and notwithstanding cancellation of the application, the Directors may charge the applicant for any resulting loss incurred by the Company. The Directors reserve the right to charge interest at a reasonable commercial rate on subscriptions which are settled late.

Applications for Shares may be made for specified amounts in value or a specific number of Shares provided in no event will such investment be less than the Minimum Investment. Fractions of Shares shall not be issued. Subscription moneys representing smaller fractions of Shares will not be returned to the applicant but will be retained as part of the assets of the Company.

The Subscription Form contains certain conditions regarding the application procedure for Shares and certain indemnities in favour of the Company, the Administrator and the Investment Manager for any loss suffered by them as a result of certain applicant or applicants acquiring or holding Shares in the Company.

Shares will be issued in registered form. Written confirmation of ownership will normally be issued within 25 Business Days of the relevant Dealing Day assuming timely publication of the net asset value per share of the Underlying Funds. No share certificates will be issued.

Subscription Price of Shares

The price at which Shares will be issued on a Dealing Day, after the initial offering, is calculated by the Administrator by ascertaining the Subscription Price per Share as at the Valuation Point on the relevant Dealing Day. The directors may charge a Subscription Fee of up to 3% in favour of the Company. In order to calculate the Subscription Price per Share, it is necessary to first ascertain the Net Asset Value of the Company (by valuing the assets of the Company and deducting therefrom the liabilities of the Company) as at the Valuation Point on the relevant Dealing Day and then determine the amount of the Net Asset Value which is attributable to the Shares in issue. The Net Asset Value per Share is calculated by determining that proportion of the Net Asset Value which is attributable to the Shares in issue as at the Valuation Point and by dividing this sum by the total number of Shares in issue at the relevant Valuation Point. The Net Asset Value per Share is the resulting sum rounded mathematically to 2 decimal places.

Anti-Money Laundering

As part of the Company's responsibility for the prevention of money laundering, the Administrator may require a detailed verification of a prospective investor's identity as well as information concerning the origin of the assets. Depending on the circumstances of each application, a detailed verification is not required if: a) the applicant makes the payment from an account held in the applicant's name at a recognised financial institution; or b) the application is made through a recognised intermediary. These exceptions will only apply if the financial institution or intermediary referred to above is within a country recognised as having efficient money laundering regulations.

An individual may be required to produce a copy of his passport or identification card certified by a notary public. Corporate, trust or partnership applicants will be required to produce (as applicable) a certified copy of the Certificate of Incorporation (and any change of name), Articles of Incorporation and By-Laws (or other document evidencing the existence of the legal entity), trust deed or partnership agreement, the names and addresses of the beneficial owners or partners, the register of Directors or an extract from the trade register held at the relevant chamber of commerce and the signatory card verifying the authority of the directors, officers or partners to sign on behalf of the legal entity or partnership. The Company reserves the right to request such further information as is necessary to verify the identity of an applicant.

In the event of delay or failure by the applicant to produce any information required for verification purposes the Company may refuse to accept the application and the subscription monies in relation thereto. In the case of pooled or institutional investments, the subscribing institution is obliged to conduct appropriate due diligence on its clients. The Company may, at its absolute discretion, request information from such subscribing institution on its anti-money laundering procedures regarding the investors in the Company.

Data Protection

Prospective investors should note that by completing the Subscription Form they are providing to the Company personal information, which may constitute personal data within the meaning of the Data Protection Legislation. This data will be used for the purposes of administration, transfer agency, statistical analysis, research and disclosure to the Company, its delegates and agents. By signing the Subscription Form, investors acknowledge that they are providing their consent to the Company, its delegates and its or their duly authorised agents and any of their respective related, associated or affiliated companies obtaining, holding, using, disclosing and processing the data for any one or more of the following purposes:

- a) To manage and administer the investor's holding in the Company and any related accounts on an on-going basis;
- b) For any other specific purposes where the investor has given specific consent;
- c) To carry out statistical analysis and market research;
- d) To comply with legal and regulatory obligations applicable to the investor and the Company;
- e) For disclosure or transfer whether in St. Vincent or countries outside St. Vincent including without limitation the United States of America or Switzerland, which may not have the same data protection laws as St. Vincent, to third parties including financial advisers, regulatory bodies, auditors, technology providers or to the Company and its delegates and its or their duly appointed agents and any of their respective related, associated or affiliated companies for the purposes specified above; and
- f) For other legitimate business interests of the Company.

Pursuant to Data Protection Legislation, investors have a right of access to their personal data kept by the Company and the right to amend and rectify any inaccuracies in their personal data held by the Company by making a request to the Company in writing.

The Company is a Data Controller within the meaning of Data Protection Legislation and undertakes to hold any personal information provided by investors in confidence and in accordance with Data Protection Legislation.

By signing the Subscription Form, prospective investors consent to the recording of telephone calls made to and received from investors by the Company, its delegates, its duly appointed agents and any of their respective related, associated or affiliated companies for record keeping, security and/or training purposes.

REDEMPTION OF SHARES

Subject to the following terms, Shareholders may redeem part or all of their Shares on any Dealing Day provided each separate redemption must be for an amount not less than CHF 5,000 (Class CHF) resp. USD 5,000 (Class USD) and each Shareholder maintains an amount equal to the Minimum Holding.

Requests for the redemption of Shares may be made by facsimile or letter to the Administrator. Requests for the redemption of Shares will not be capable of withdrawal after acceptance by the Administrator. Whether a request for the redemption of Shares is made by facsimile or letter, the original redemption documentation, the original subscription document and the appropriate client identification documents (if applicable) must be received by the Company c/o the Administrator before any redemption proceeds will be paid out.

Requests for the redemption of Shares received by the Administrator on or prior to the Dealing Deadline will, subject as mentioned in this section, normally be dealt with on the relevant Dealing Day. Redemption requests received after the Dealing Deadline shall, unless the Directors otherwise agree be treated as having been received prior to the following Dealing Deadline.

The Redemption Price per Share is calculated by ascertaining the Redemption Price per Share as at the Valuation Point for the relevant Dealing Day.

In the event that the Directors determine that Shares or an interest therein have been issued, sold or transferred to a Restricted Person, or that the continued ownership of Shares by any investor will cause adverse consequences to the Company as a result of the application of any tax or securities laws to the Company, or will result in a fiscal liability or administrative disadvantage to the Company, the Directors may exercise their rights under the Articles of Incorporation and By-Laws to compel such Shareholders to redeem such Shares at a Dealing Day specified in the notice of such redemption by the Company to the Shareholder, which Dealing Day shall not be less than five nor more than sixty days from the date of such notice.

The amount due on redemption of Shares will be paid in the Base Currency by the Settlement Date subject to the receipt by the Company c/o the Administrator of original redemption documentation. The amount due shall be paid at that Shareholder's risk and expense by telegraphic transfer of funds to an account in the name of the Shareholder by the Settlement Date.

The Directors in their absolute discretion may defer payment of all or any part of the redemption proceeds, without interest, if for reasons of illiquidity or other restraints on realisation of investments including a delay in the realisation of an investment in an Underlying Fund of the Company, monies to meet the redemption proceeds are not immediately available to the Company and the Directors consider that to make payments out of other resources (if available) would be materially prejudicial to the interests of continuing Shareholders.

The Directors are entitled to limit the number of Shares of the Company redeemed on any Dealing Day to Shares representing 10 per cent, or any other percentage as they shall in their sole discretion determine, of the Net Asset Value of the Company on that Dealing Day. In this event, the limitation will apply *pro rata* so that all Shareholders wishing to have Shares redeemed on that Dealing Day realise the same proportion of such Shares and Shares not redeemed, but which would otherwise have been redeemed, will be carried forward for redemption on the next Dealing Day and will be dealt with in priority (on a rateable basis) to redemption requests received subsequently. If requests for redemption are so carried forward, the Administrator will inform the Shareholders affected.

The Articles contain special provisions whereby redemption requests may, at the sole discretion of the Company, be satisfied by a distribution of investments in specie provided that such a distribution would not be prejudicial to the interests of the remaining Shareholders and the Company shall have the right to elect by notice in writing to the Shareholder to appropriate and transfer to him such assets in satisfaction or part satisfaction of the Redemption Price or any part of the said Redemption Price. Where it is not possible to transfer all or part of the assets to the Shareholder, the Company shall have the right to elect to sell all or any part of the assets so appropriated and to arrange for the payment to the Shareholder of

the net proceeds of such sale in satisfaction or part satisfaction of the Redemption Price or any part of the Redemption Price.

If the Directors decide to terminate the Company, all of the holders of issued Shares in the Company will be so notified by the Directors and will be deemed to have requested within 30 days of the date of the notice that their Shares be redeemed in accordance with the redemption procedure set out in this Memorandum.

A Shareholder is required to maintain the Minimum Holding. If a Shareholder holds Shares of an amount less than the Minimum Holding, the Company may redeem a Shareholder's entire balance on a Dealing Day upon not less than five nor more than sixty days prior written notice to the Shareholder, if additional Shares are not purchased to meet the Minimum Holding requirement.

Shareholders should note that the Company or the Administrator may refuse to accept a redemption request if it is not accompanied by such additional information as they may reasonable require. This power may, without limitation to the generality of the foregoing, be exercised where proper information has not been provided for anti-money laundering verification purposes.

Redemption Price of Shares

Shares will be redeemed at the Redemption Price per Share as at the Valuation Point for the relevant Dealing Day. In order to calculate the Redemption Price per Share, it is necessary to calculate the Net Asset Value per Share. The Net Asset Value per Share is calculated by determining that proportion of the Net Asset Value of the Company which is attributable as at the Valuation Point and by dividing this sum by the total number of Shares in issue at the relevant Valuation Point. The Net Asset Value per Share is the resulting sum rounded mathematically to 2 decimal places.

Suspension of Redemptions and Subscriptions

The Company may suspend the determination of the Net Asset Value of Shares in the Company, the redemption of Shares, the issuance of additional Shares and the payment of redemption proceeds, upon the occurrence of any of the following circumstances (and in each case for the whole or any part of a period):

- (a) when any securities exchange or organised over-the-counter market on which a significant portion of the Company's assets is regularly quoted or traded is closed (other than for holidays) or trading thereon has been restricted or suspended;
- (b) whenever, as a result of events, conditions or circumstances beyond the control or responsibility of the Company, disposal of the assets of the Company or other transactions in the ordinary course of the Company's business involving the sale, transfer, delivery or withdrawal of securities is not reasonably practicable without being detrimental to the interests of Shareholders as a whole;
- (c) when there is a breakdown in the means of communication normally employed in determining the price of a significant portion of the investments held by the Company or when for any other reason the value of a significant portion of the investments or other assets of the Company cannot reasonably or fairly be ascertained;
- (d) when the Company, the Administrator or the Custodian is unable to repatriate funds required for the purpose of making payments on redemption or during which any transfer of funds involved in the realisation or acquisition of assets or when payments due on redemption cannot in the opinion of the Administrator be effected at normal rates of exchange;
- (e) when proceeds of any sale or redemptions of Shares of the Company cannot be transmitted to or from the account of the Company;
- (f) if a resolution calling for the liquidation of the Company has been adopted; or
- (g) if an Underlying Fund in which the Company has invested in excess of 10% of the Net Asset Value of the Company suspends the redemption of its shares or a resolution calling for the liquidation of such an Underlying Fund has been adopted.

The Company may withhold payment to any person whose Shares of the Company have been tendered for redemption until after any suspension has been lifted. Such right will be exercised in circumstances where the Directors believe that to make such payment during the period of suspension would materially and adversely affect the interests of other Shareholders. Notice of any suspension will be given to any

Shareholder who has tendered his Shares for redemption and to whom full payment of the redemption proceeds has not yet been remitted. The Directors will take all reasonable steps to bring any period of suspension to an end as soon as practicable. If a redemption request is not withdrawn by a Shareholder following notification of a suspension, the redemption will be completed as of the Dealing Day next following the month in which such suspension is ended on the basis of the Net Asset Value per Share as at the last Valuation Point.

The Directors reserve the right to withhold payment from persons whose Shares have been redeemed prior to such suspension until after the suspension is lifted.

Transfers

Each transfer of Shares requires the prior approval of the Directors before it will be registered. In particular, the Directors reserve the right to refuse to register a transfer of Shares to a Restricted Person.

Subject to the Directors' right to refuse to register a transfer of Shares as set out below, Shares are transferable by written instrument signed by the transferor, but any transfers will not be effective until registered in the Register of Shareholders of the Company. Shareholders wishing to transfer Shares must complete and sign the transfer in the exact name or names in which the Shares are registered, indicating any special capacity in which they are signing and supply any required details to the Company. If the transferee is not a Shareholder at the time of the transfer, the transferee will be required to complete the attached Subscription Form.

No transfer will be registered unless the transferee is acquiring Shares with a Net Asset Value of at least the Minimum Investment and the transferee provides the warranties set out in the applicable Subscription Form. The Directors may in their absolute discretion register a transfer where the transferee is acquiring Shares with a Net Asset Value of less than the Minimum Investment, provided that the transferee will hold Shares with a Net Asset Value of at least CHF 50'000.00 (Class CHF) resp. USD 50'000.00 (Class USD).

The Directors reserve the right to refuse to register a transfer of Shares to a Restricted Person or where the holding of Shares by the proposed transferee would result in legal, regulatory, fiscal, taxation, pecuniary or material administrative disadvantage to the Company or its Shareholders as a whole. If the Directors decline to register a transfer of Shares, they will, within two months after the date on which the transfer was lodged with the Company, send to the transferee notice of the refusal.

The registration of transfers may be suspended at such times and for such periods (not exceeding 45 days in any year) as the Directors may from time to time determine.

For the purpose of determining those Shareholders that are entitled to receive notice of, attend or vote at any meeting of Shareholders or any adjournment thereof, or those Shareholders that are entitled to receive payment of any dividend, or in order to make a determination as to who is a member for any other purpose, the Directors may provide that the Register of Members shall be closed for transfers for a stated period which shall not exceed in any case 45 days. If the Register of Members shall be so closed for the purpose of determining those Shareholders that are entitled to receive notice of, attend or vote at a meeting of Shareholders the register shall be so closed for at least 10 days immediately preceding such meeting and the record date for such determination shall be the date of the closure of the Register of Members.

In lieu of or apart from closing the Register of Members, the Directors may fix in advance a date as the record date for any such determination of those Shareholders that are entitled to receive notice of, attend or vote at a meeting of the Shareholders and for the purpose of determining those Shareholders that are entitled to receive payment of any dividend the Directors may, at or within 90 days prior to the date of declaration of such dividend fix a subsequent date as the record date for such determination. If the Register of Members is not so closed and no record date is fixed for the determination of those Shareholders entitled to receive notice of, attend or vote at a meeting of Shareholders or those Shareholders that are entitled to receive payment of a dividend, the date on which notice of the meeting is posted or the date on which the resolution of the Directors declaring such dividend is adopted, as the case may be, shall be the record date for such determination of such members. When a determination of those Shareholders that are entitled to receive notice of, attend or vote at a meeting of Shareholders has been so made, such determination shall apply to any adjournment thereof.

Variation of Rights attaching to the Shares

The special rights attached to the Shares may from time to time (whether or not the Company is being liquidated) be varied or abrogated with the consent in writing of the holders of at least two thirds of the issued Shares, or with the sanction of a resolution passed by Shareholders holding at least two thirds of all the Shares then in issue.

To every such separate meeting all the provisions of the Articles of Incorporation and By-Laws as to general meetings of the Company apply.

Notwithstanding the foregoing, certain actions require at least 75%(or such greater amount as is specified below) of the votes cast by the holders of the voting shares at a meeting (i) amendments to the Articles of Incorporation and By-Laws; or (ii) the merger or consolidation of the Company with another corporation or the dissolution of the Company. Any matter herein which is not required to be adopted by unanimous vote, may also be adopted by resolution in writing of all of the shareholders entitled to vote.

To the extent permissible under applicable law and to the extent that there is no modification of Share rights, the rights attaching to the Shares shall be deemed not to be varied by (a) the creation, allotment or issue of further shares ranking *pari passu* with the Shares or ranking behind the Shares, (b) the redemption or repurchase of any Shares, (c) the passing of a Directors resolution to change or vary the investment objective or policies, (d) any modification of the fees payable to any service provider to the Company, (e) any change to the Minimum Investment or Minimum Holding, (f) any change to a Valuation Point or (g) any change to the Articles necessary to conform the Articles to the terms of this Memorandum.

Directors

The By-Laws contain, *inter alia*, provisions relating to Directors as follows:

- (a) provided a Director who is in any way, whether directly or indirectly, interested in a contract or proposed contract with the Company declares (whether by specific or general notice) the nature of his interest at a meeting of the Directors that Director may vote in respect of any contract or proposed contract or arrangement notwithstanding that he may be interested therein and if he does so his vote shall be counted and he may be counted in the quorum at any meeting of the Directors at which any such contract or proposed contract or arrangement shall come before the meeting for consideration;
- (b) a Director may hold any other office or place of profit under the Company (other than the office of auditor) in conjunction with his office of Director for such period and on such terms (as to remuneration and otherwise) as the Directors may determine;

- (c) every Director, the Secretary, or other officer for the time being and from time to time of the Company (but not including the Company's auditors) and the personal representatives of the same shall be indemnified and secured harmless out of the assets and funds of the Company against all actions, proceedings, costs, charges, expenses, losses, damages or liabilities incurred or sustained by him in or about the conduct of the Company's business or affairs or in the execution or discharge of his duties, powers, authorities or discretions, including without prejudice to the generality of the foregoing, any costs, expenses, losses or liabilities incurred by him in defending (whether successfully or otherwise) any civil proceedings concerning the Company or its affairs in any court whether in St. Vincent and the Grenadines or elsewhere unless such civil proceedings concern his own dishonesty, wilful misconduct or negligence;
- (d) no Director, Secretary or other officer of the Company (but not including the Company's auditors) shall be liable (i) for the acts, receipts, neglects, defaults or omissions of any other Director or officer or agent of the Company or (ii) for any loss on account of defect of title to any property of the Company or (iii) on account of the insufficiency of any security in or upon which any money of the Company shall be invested or (iv) for any loss incurred through any bank, broker or other similar person or (v) for any loss occasioned by any negligence, default, breach of duty, breach of trust, error of judgement or oversight on his part or (vi) for any loss, damage or misfortune whatsoever which may happen in or arise from the execution or discharge of the duties, powers, authorities, or discretions of his office or in relation thereto, unless the same shall happen through his own dishonesty, wilful misconduct or negligence;
- (e) the Directors may be remunerated for their services as well as reimbursed for travel, hotel and other expenses incurred by them in attending meetings of the Directors or in connection with the business of the Company;
- (f) the Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital or any part thereof, to issue debentures, debenture stock and other securities whenever money is borrowed or as security for any debt, liability or obligation of the Company or of any third party;
- (g) since the date of incorporation, the Company has not commenced operations, no accounts have been prepared and no dividends have been paid; and
- (h) the Directors have the power to appoint additional Directors and to remove Directors, the Company may by Ordinary Resolution appoint and remove the Directors and a Director may resign his office by notice in writing. There are no provisions in the Articles of Incorporation requiring retirement by rotation.

ADDITIONAL INFORMATION

Taxation

The statements on taxation below are intended to be a general summary of certain tax consequences in St. Vincent and the Grenadines that may result to the Company and its Shareholders. The statements relate to investors holding Shares as an investment (as opposed to an acquisition by a dealer) and are based on the law and practice in force in the relevant jurisdiction at the date of this document. As is the case with any investment, there can be no guarantee that the tax position or proposed tax position prevailing at the time an investment in the Company is made will endure indefinitely.

Prospective shareholders should familiarise themselves with and, where appropriate, take advice on the laws and regulations (such as those relating to taxation and exchange controls) applicable to the subscription for, and the holding and realisation of, Shares in the places of their citizenship, residence and domicile. The tax consequences for each Shareholder of acquiring, holding, redeeming or disposing of Shares will depend upon the relevant laws of any jurisdiction to which the investor is subject. Investors and prospective investors in the Company should seek their own professional advice as to this, as well as to any relevant exchange control or other laws and regulations.

Taxation of underlying investments of the Company

The Company may be subject to local withholding taxes in respect of income and gains derived from its investments in certain countries. In addition, in certain countries stamp or transfer duties may be due on the sale or purchase of its investments. Taxation law and practice and the levels and bases of and reliefs from taxation relating to the Company and to its shareholders may change from time to time.

St. Vincent and the Grenadines

Under current legislation in Saint Vincent, the Company and its Shareholders who are not resident or deemed a resident of St. Vincent and the Grenadines and who, during the relevant taxable year, has not engaged in a trade or business in St. Vincent and the Grenadines, either personally or through a representative or agent in St. Vincent and the Grenadines, are exempted from all Saint Vincent income tax (including income tax on dividends (if any), withholding tax, capital gains taxes, capital transfer taxes, estate duties or inheritance duties). The Company and its Directors can in no way be held responsible for the personal tax liabilities of any Shareholder as a consequence of applying for Investor Shares or investing in the Investor Shares. The Company may be liable to certain taxes where it carries out its investment and trading activities. Furthermore, the amounts and effect of withholding and other taxes on the Company will depend on the types of investments made by it and the laws and regulations of countries where investments are made.

As an international business company, the Company enjoys a tax holiday in St. Vincent for a period of twenty five years from the date of incorporation.

An annual government registration fee will be payable by the Company in St. Vincent and the Grenadines. At current rates, the fee will be US\$600 per annum.

Reports to Shareholders

Audited financial statements with unaudited financial information will be sent to Shareholders within six months and four months respectively of the period to which they relate and a copy of the most recent financial statements will be sent to Shareholders and prospective investors on request.

Fiscal Year and Fiscal Periods

The fiscal year of the Company ends on 31 December. For the first time audited financial statements will be produced for the period ending 31.12.2010. Audited financial statements and a semi-annual report, with unaudited financial information will be sent to Shareholders. A copy of the most recent financial statements will be sent to prospective investors on request.

St. Vincent and the Grenadines Mutual Funds Law

The Company is licensed and qualifies as a private mutual fund under the Mutual Funds (Amendment and Consolidation) Act, 1998 (as amended) (the "Act") of Saint Vincent and the Grenadines (a "Private Fund") and accordingly will be regulated in terms of that Law. As a Private Fund, the Company is required to be registered under the Act prior to the commencement of its business and will be required to pay an annual registration fee of USD 600.-. Within Saint Vincent and the Grenadines The Investor Shares offered pursuant to this Offering Memorandum may not be sold to or purchased by a Saint Vincent Person, other than a Saint Vincent International Business Company.

The obligations of the Company are:

- (a) to register and license the Company with the Registrar of Mutual Funds (the **Regulator**) in St. Vincent and the Grenadines;
- (b) to file with the Regulator prescribed details of this Memorandum and material changes to it and any changes to any licensed mutual fund administrator employed by the Company;
- (c) to file annually with the Regulator accounts audited by an approved auditor; and
- (d) to pay on registration and annually thereafter (currently approximately US\$800) a prescribed registration fee.

As a regulated mutual fund, the Company will be subject to the supervision of the Regulator and the powers exercisable by the Regulator under the Act. The Regulator may take certain actions if it believes that:

- (a) a regulated mutual fund is or is likely to become unable to meet its obligations as they fall due;
- (b) a regulated mutual fund is carrying on or is attempting to carry on business or is winding up its business voluntarily in a manner that is prejudicial to its investors or creditors;
- (c) a regulated mutual fund's direction or management has not been carried on in a fit and proper manner; or
- (d) a person holding a position as a director, manager or other officer is not a fit and proper person to hold their respective position.

The powers of the Regulator include, inter alia, the power to ask the Directors to give such information or such explanation in respect of the Company as the Regulator may reasonably require to enable it to carry out its duty under the Act.

The Directors must give the Regulator access to or provide at any reasonable time all records relating to the Company and the Regulator may copy or take an extract of a record to which it is given access. Failure to comply with these requests by the Regulator may result in substantial fines being imposed on the Directors and may result in the Regulator applying to the court to have the Company liquidated. The Monetary Authority is prohibited by the Act from disclosing any information relating to the affairs of a mutual fund other than disclosure required for the effective regulation of a mutual fund or when required to by law or by a court having jurisdiction over the Regulator.

General Information

- (a) The Company was incorporated on 8th June 2009 in St. Vincent and the Grenadines under the provisions of the Companies Law as an international business company with limited liability (registered no 17842.IBC 2009).
- (b) There are no outstanding options or any special rights granted by the Company over any Shares.
- (c) No share or loan capital of the Company is under option or agreed conditionally or unconditionally to be put under option and no Shares have been issued or are proposed to be issued for a consideration other than cash.
- (d) No commissions, discounts, brokerages or other special terms have been granted by the Company in connection with the issue or sale of any of its Shares.

- (e) The Company is not party to any litigation, arbitration or claim and, so far as the Directors are aware, none are pending or threatened against it.
- (f) The Company does not, nor does it expect to, have any employees.

Material Contracts

The following contracts have been entered into otherwise than in the ordinary course of the business intended to be carried on by the Company and are or may be material:

- (a) The Investment Management Agreement dated 29th May 2009 between the Company and the Investment Manager; this Agreement provides that the appointment of the Investment Manager will continue unless terminated by either the Company or the Investment Manager giving to the other ninety days' written notice although in certain circumstances the Agreement may be terminated forthwith by notice in writing by either party to the other; this Agreement contains certain indemnities in favour of the Investment Manager which are restricted to exclude matters arising by reasons of the negligence, fraud, bad faith or wilful default of the Investment Manager in the performance of its obligations and duties;
- (b) The Administration Agreement dated 29 / 31 May 2013 between the Company and the Administrator; this Agreement provides that the appointment of the Administrator will continue unless and until terminated by either party giving to the other not less than ninety days' written notice although in certain circumstances the Agreement may be terminated forthwith by notice in writing by either party to the other; this Agreement contains certain indemnities in favour of the Administrator which are restricted to exclude matters arising by reason of the negligence, fraud, bad faith, wilful default or dishonesty of the Administrator in the performance of its obligations and duties;

The Company and/or the Investment Manager may also at its own costs enter into marketing agreements with financial intermediaries approved by the Directors and/or distribution agreements for the distribution of the Shares of the Company. All of the agreements listed above may be amended from time to time by mutual consent of the parties thereto.

Directors, Promoters and Interests

- (a) There are no service contracts in existence between the Company and any of its Directors now or any such contracts proposed.
- (b) Fees as disclosed in the Section entitled "Fees and Expenses" are currently proposed to be paid to all the Directors.
- (c) At the date of this document, no Director nor any connected person has any interest, direct or indirect, in the share capital of the Company.
- (d) No Director nor any connected person has any interest, direct or indirect, in the promotion of, or in any assets which have been or are proposed to be acquired or disposed of by, or leased to, the Company, and no Director is interested in any contract or arrangement subsisting at the date hereof which is significant in relation to the business of the Company other than the Investment Management.

Conflicts of Interest

- (a) The Investment Manager, the Investment Advisor, the Administrator and the Custodian any of their directors, officers, employees, agents and affiliates and the Directors and any person or company with whom they are affiliated or by whom they are employed (each an **Interested Party**) may be involved in other financial, investment or other professional activities which may cause conflicts of interest with the Company. In particular, Interested Parties may provide services similar to those provided to the Company to other entities and will not be liable to account for any profit earned from any such services. The Interested Parties will at all times have due regard to their duties owed to the Company and where a conflict arises the Investment Manager or its delegates will endeavour to ensure that it is resolved fairly. The Investment Manager or its delegates will also fairly allocate investment opportunities among the Company and other entities. For example, an Interested Party may acquire investments in which the Company may invest on behalf of clients.

- (b) The Company may acquire securities from or dispose of securities to any Interested Party or any investment fund or account advised or managed by any such person. An Interested Party may provide professional services to the Company (provided that no Interested Party will act as auditor to the Company) or hold Shares and buy, hold and deal in any investments for their own accounts notwithstanding that similar investments may be held by the Company. An Interested Party may contract or enter into any financial or other transaction with any shareholder or with any entity any of whose securities are held by or for the account of the Company, or be interested in any such contract or transaction. Furthermore, any Interested Party may receive commissions to which it or he is contractually entitled in relation to any sale or purchase of any investments of the Company effected by it for the account of the Company, provided that in each case the terms are no less beneficial to the Company than a transaction involving a disinterested party and any commission is in line with market practice.
- (c) The Investment Manager or an associated company of the Investment Manager may invest in Shares for the purpose of ensuring that the Company has a viable minimum size or is able to operate more efficiently. In such circumstances the Investment Manager or an associated company of the Investment Manager may hold a high proportion of the Shares of the Company. Any subscriptions for or redemptions of Shares by the Investment Manager or an associated company of the Investment Manager will be made without notice to Shareholders. The Investment Manager will inform Shareholders of the amount of its (or its associated companies') investment in the Company upon request.

Documents for Inspection

Copies of the following documents will be available for inspection at the offices of the Administrator during usual business hours on any weekday (Saturdays and public holidays excepted) and for not less than 14 days from the date of this document.

- (a) the Articles of Incorporation and By-Laws;
- (b) the material contracts referred to above; and
- (c) the International Business Companies (Amendment and Consolidation Act, 2007 and the Mutual Funds (Amendment and Consolidation) Act, 1998 (as amended) of St. Vincent and the Grenadines.

AUCTUS Fund Ltd.**Offering Memorandum****Instructions for Completion of Appendices**

A.1 Subscription Agreement and Application (Private Individuals)

Appendix A.1 should be used by private individuals for subscriptions of fund units.

You can send Appendix A.1 with the additional required documents (as indicated in Appendix A) to the following address:

CAIAC International Ltd., Unit 10329, PO Box 6945, London W1A 6 US, Great Britain, e-mail: info@caiac.vc, Tel. +1-784-457-2904, Fax +44 20 351 424 70

A.2 Subscription Agreement and Application (Companies, Foundations, Trusts, etc.)

Appendix A.2 should be used by companies, foundations, trusts, etc. for subscriptions of fund units.

A.3 Subscription Agreement and Application (Banks)

Appendix A.3 should be used by banks for subscriptions of fund units. The bank subscribes under its own name.

B Bank Payment Instruction Form

Appendix B simply serves as a template for a bank payment form that a subscriber can use for transferring the subscription amount. The bank coordinates of the Investment Fund's subscription account is located on this form.

C Request for the Redemption of Fund Units

Appendix C serves as an application for a redemption of fund units. This form must be filled out with the corresponding information and then mailed to the address of the Fund Management.

D Beneficial Ownership Declaration

The Form D is needed for identification of the beneficial owner. This form is used in connection with Appendices A.1 and A.2.

AUCTUS Fund Limited

Registered Office:
Trust House
112 Bonadie Street
Kingstown, Saint Vincent
Tel [+1784] 4571145
Fax [+1784] 4571961

Administrator's European
Mailing Address:
Unit 10329, PO Box 6945
London W1A 6 US, Great Britain
Tel [+1784] 457 2904
Fax [+44] 20 351 424 70
info@caiac.vc

AUCTUS Fund Ltd. Offering Memorandum Appendix A.1:1**Subscription Agreement and Application
(Private Individuals)**

To: The Directors of the Company

Applicant:

Name (s)
Residential Address
Nationality
Date of Birth, Occupation
ID Number (Passport, ID), Expiration Date

Dear Sirs,

- 1 The Applicant wishes to apply to invest CHF /USD (please specify) _____ maximum (the Payment) in the Fund and hereby offers to subscribe for such number of Redeemable Investor Shares as may be purchased by such amount. The Applicant furthermore takes note of the following:
- 1.1 The minimum initial subscription in the Fund is CHF 50,000.- (Class CHF) resp. USD 50,000.- (Class USD) (unless such amount has been waived by the directors).
- 1.2 Acceptance of this Application is at the discretion of the Directors.
- 1.3 At their discretion, the Directors of the fund may levy an subscription fee of up 3% of the value of the investment. The subscriber shall pay a Registrar / Transfer Agent fee of 0.20% of the value of the investment, minimum CHF 125.- (Class CHF) resp. minimum USD 125.- (Class USD).

AUCTUS Fund Ltd. Offering Memorandum Appendix A.1:2

1.4 The fund will issue fractional shares up to 2 decimals. If there are surplus funds from any subscription of CHF 100.- (Class CHF) resp. USD 100.- (Class USD) or more these will be refunded with the contract note. Any surplus of less than CHF 100.- (Class CHF) resp. USD 100.- (Class USD) will be added to the Fund without being credited to the Applicant.

2 The Directors are requested to send the contract note and all subsequent correspondence to:

Name (s)
Address
eMail Send statements and correspondence by _____ Post _____ eMail

3. By signing below the Applicant or duly authorised agent certifies that:

3.1 The Applicant has reached the age of majority under the laws of the country in which he/she usually resides, and is not a restricted person as defined in the Offering Memorandum.

3.2 The Applicant declares that (check one):

___ he/she is the beneficial owner of the funds used for the subscription; OR

___ the beneficial owner is as stated on Appendix D, attached.

3.3 The Applicant has received and read the Offering Memorandum of the Fund and agrees to be bound by the same, as well as the Articles of Incorporation and By-Laws of the Company.

3.4 The economic background and origin of the invested assets are (check all that apply):

- | | |
|------------------------|-----------------------|
| ___ Employment salary | ___ Business activity |
| ___ Participations | ___ Inheritance/gift |
| ___ Financial earnings | ___ Sale of company |

AUCTUS Fund Ltd. Offering Memorandum Appendix A.1:3

3.5 The Applicant acknowledges that this agreement is subject to and shall be governed by the laws of Saint Vincent and the Grenadines.

3.6 The Applicant has authorised a wire transfer for the payment from the account specified and to the Fund's Bankers as specified in the Transfer Instruction Form (Appendix B).

4 Enclosed with this application are:
____ 1 certified copies of the identification pages of the subscriber's passport(s) or identification card(s).

In order to ensure that the subscription is handled with expediency, please send this application to the administrator's European mailing address at: CAIAC International Ltd., Unit 10329, PO Box 6945, London W1A 6 US, Great Britain, e-mail: info@caiac.vc, Tel. +1-784-457-2904, Fax +44 20 351 424 70

Sincerely yours,

Signature (s) _____ Date _____

Name (s) _____

AUCTUS Fund Limited

Registered Office:
Trust House
112 Bonadie Street
Kingstown, Saint Vincent
Tel [+1784] 4571145
Fax [+1784] 4571961

Administrator's European
Mailing Address:
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London W1A 6 US, Great Britain
Tel [+1784] 457 2904
Fax [+44] 20 351 424 70
info@caiac.vc

AUCTUS Fund Ltd. Offering Memorandum Appendix A.2:1**Subscription Agreement and Application
(Companies, Foundations, Trusts, etc.)**

To: The Directors of the Company

Applicant:

Name (s)
Address of Domicile

Dear Sirs,

- 1 The Applicant wishes to apply to invest CHF /USD (please specify) _____ maximum (the Payment) in the Fund and hereby offers to subscribe for such number of Redeemable Investor Shares as may be purchased by such amount.
- 1.1 The minimum initial subscription in the Fund is CHF 50,000.- (Class CHF) resp. USD 50,000.- (Class USD) (unless such amount has been waived by the directors).
- 1.2 Acceptance of this Application is at the discretion of the Directors.
- 1.3 At their discretion, the Directors of the fund may levy an subscription fee of up to 3% of the value of the investment. The subscriber shall pay a Registrar / Transfer Agent fee of 0.20% of the value of the investment, minimum CHF 125.- (Class CHF) resp. minimum USD 125.- (Class USD).
- 1.4 The fund will issue fractional shares up to 2 decimals. If there are surplus funds from any subscription of CHF 100.- (Class CHF) resp. USD 100.- (Class USD) or more these will be refunded with the contract note. Any surplus of less than CHF 100.- (Class CHF) resp. USD 100.- (Class USD) will be added to the Fund without being credited to the Applicant.

AUCTUS Fund Ltd. Offering Memorandum Appendix A.2:2

- 2 The Directors are requested to send the contract note and all subsequent correspondence to:

Name(s)
Address
eMail
Send statements and correspondence by _____ Post _____ eMail

3. By signing below the Applicant or duly authorised agent certifies that:
- 3.1 The Applicant has received and read the Offering Memorandum of the Fund and agrees to be bound by the same, as well as the Articles of Incorporation and By-Laws of the Company.
- 3.2 The Applicant affirms that the beneficial owner is the person as stated in Appendix D, attached.
- 3.3 In case of a company, the Applicant is properly constituted in accordance with the jurisdiction in which it is incorporated.
- 3.4 The economic background and/or origin of the invested assets are (check all that apply):
- | | |
|---|--|
| <input type="checkbox"/> Employment salary | <input type="checkbox"/> Business activity |
| <input type="checkbox"/> Participations | <input type="checkbox"/> Inheritance/gift |
| <input type="checkbox"/> Financial earnings | <input type="checkbox"/> Sale of company |
- 3.5 The Applicant acknowledges that this agreement is subject to and shall be governed by the laws of Saint Vincent and the Grenadines.
- 3.6 The Applicant has authorised a wire transfer for the payment from the account specified and to the Fund's Bankers as specified in the Transfer Instruction Form (Appendix B).

AUCTUS Fund Ltd. Offering Memorandum Appendix A.2:3

4 Enclosed with this subscription form are the following:

___ 1 certified copies of the identification pages of the director's passport(s) or identification card(s); and

___ 1 certified copies of the Certificate of Incorporation, with evidence identifying the company's directors and, if company is older than 12 months,

___ 1 certified copies of the Certificate of Good Standing;
or

___ 1 certified copies of the Extract of the Commercial Register (not older than 12 months).

In order to ensure that the subscription is handled with expediency, please send this application to the administrator's European mailing address at: CAIAC International Ltd., Unit 10329, PO Box 6945, London W1A 6 US, Great Britain, e-mail: info@caiac.vc, Tel. +1-784-457-2904, Fax +44 20 351 424 70

Sincerely yours,

Signature(s) _____ Date _____

Name(s) _____

AUCTUS Fund Limited

Registered Office:
Trust House
112 Bonadie Street
Kingstown, Saint Vincent
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Fax [+1784] 4571961

Administrator's European
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Fax [+44] 20 351 424 70
info@caiac.vc

AUCTUS Fund Ltd. Offering Memorandum Appendix A.3:1**Subscription Agreement and Application
(Banks)**

To: The Directors of the Company

Applicant

Bank
Sub-Account or Reference Information (if applicable)
Address

Dear Sirs,

- 1 The Applicant wishes to apply to invest CHF /USD (please specify) _____ maximum (the Payment) in the Fund and hereby offers to subscribe for such number of Redeemable Investor Shares as may be purchased by such amount.
- 1.1 The minimum initial subscription in the Fund is CHF 50,000 (Class CHF) resp. USD 50,000.- (Class USD) (unless such amount has been waived by the directors).
- 1.2 Acceptance of this Application is at the discretion of the Directors.
- 1.3 At their discretion, the Directors of the fund may levy an subscription fee of up to 3% of the value of the investment. The subscriber shall pay a Registrar / Transfer Agent fee of 0.20% of the value of the investment, minimum CHF 125.- (Class CHF) resp. minimum USD 125.- (Class USD).
- 1.4 The fund will issue fractional shares up to 3 decimals. If there are surplus funds from any subscription of CHF 100.- (Class CHF) resp. USD 100.- (Class USD) or more these will be refunded with the contract note. Any surplus of less than CHF 100.- (Class CHF) resp. USD 100.- (Class USD) will be added to the Fund without being credited to the Applicant.

AUCTUS Fund Ltd. Offering Memorandum Appendix A.3:2

2 The Directors are requested to send the contract note and all subsequent correspondence to:

Name(s)
Address
eMail
Send statements and correspondence by _____ Post _____ eMail _____

3. By signing below the Applicant or duly authorised agent certifies that:

3.1 The Applicant has received and read the Offering Memorandum of the Fund and agrees to be bound by the same, as well as the Articles of Incorporation and By-Laws of the Company.

3.2 The Applicant acknowledges that this agreement is subject to and shall be governed by the laws of Saint Vincent and the Grenadines.

3.3 The Applicant has authorised a wire transfer for the payment from the account specified and to the Fund's Bankers as specified in the Transfer Instruction Form (Appendix B).

In order to ensure that the subscription is handled with expediency, please send this application to the administrator's European mailing address at: CAIAC International Ltd., Unit 10329, PO Box 6945, London W1A 6 US, Great Britain, e-mail: info@caiac.vc, Tel. +1-784-457-2904, Fax +44 20 351 424 70

Sincerely yours,

Signature(s) _____ Date _____

Bank _____

AUCTUS Fund Limited

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Fax [+1784] 4571961

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info@caiac.vc

AUCTUS Fund Ltd. Offering Memorandum Appendix B:

Bank Transfer Payment Instruction Form

To:

Bank
Attention
Address

Dear Sirs,

Ref: Bank Account Number _____

Please accept this letter as my/our instruction that you should pay, by wire transfer for value the ____ day of _____, 20____, the sum of:

CHF _____ (Amount in figures) (_____ CHF) (Amount in words)

USD _____ (Amount in figures) (_____ USD) (Amount in words)

Transfer to:

For further credit to: Bank Frick & Co. AG,
Account Number _____,
SWIFT _____, BIC _____.

In favour of: AUCTUS Fund Ltd., Account Number _____
IBAN: _____

Reference: Subscription

Sincerely yours,

Signature(s) _____ Date _____

Name(s) _____

Company _____

Address _____

AUCTUS Fund Limited

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Kingstown, Saint Vincent
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Fax [+1784] 4571961

Administrator's European
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info@caiac.vc

AUCTUS Fund Ltd. Offering Memorandum Appendix C:1

Redemption Request Form

To: The Directors of the Company

Dear Sirs,

Ref: Shareholder Account Number _____

I/We _____, being a registered Shareholder(s) of Investor Shares in the Fund hereby request that:

a) _____ Investor Shares (Number of shares) or

b) such number of Investor Shares as have an aggregate redemption price on the next Redemption Day of:

CHF _____ (_____ Swiss Francs)
(Amount in figures) (Amount in words)

USD _____ (_____ US Doller)
(Amount in figures) (Amount in words)

be redeemed on the next Redemption Day at the prevailing Redemption Price.

I/We hereby represent and warrant that I/we am/are the lawful and beneficial owner(s) of the Investor Shares to be redeemed and that such Investor Shares are not subject to any pledge or otherwise encumbered in any fashion.

I/We hereby agree and accept that you are entitled to require that I/we provide you with additional documents such as, but not limited to, trust instruments, death certificates, appointments as executor or administrator and certificates of corporate authority prior to making any payment in respect of redemptions.

Please make payments in respect of this redemption as indicated on the back of this form.

In order to ensure that the redemption is handled with expediency, please send this application to the administrator's European mailing address at: CAIAC International Ltd., Unit 10329, PO Box 6945, London W1A 6 US, Great Britain, e-mail: info@caiac.vc, Tel. +1-784-457-2904, Fax +44 20 351 424 70

Sincerely yours,

Signature(s) _____

Date

Name(s) _____

Company _____

AUCTUS Fund Limited

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Fax [+44] 20 351 424 70
info@caiac.vc

AUCTUS Fund Ltd. Offering Memorandum Appendix C:2

Please make all payments in respect to this redemption to the following account:

Bank
Address
Account Holder
Account / IBAN Number
SWIFT/BLZ Number

AUCTUS Fund Ltd. Offering Memorandum Appendix D:

Beneficial Ownership Declaration

To: The Directors of the Company

I hereby declare that:

___ I/We are the beneficial owner(s) of the money used in the subscription to the fund as set forth in Appendix A; OR

___ the individual(s) named in this form is/are the beneficial owner(s) of the company subscribing to the fund as set forth in Appendix A.

Name(s)	
Residential Address	
Nationality	
Date of Birth	Occupation
ID Number (Passport, ID)	Expiration Date

Enclosed with this application are:

___ 1 certified copies of the identification page of the Applicant's passport or identification card.

Sincerely yours,

Signature(s) _____ Date _____

Name(s) _____

Company _____

AUCTUS Fund Limited

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