

***The Directors whose names appear under “Directors of the company” 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.***

# **Blockchain Investment Fund Ltd.**

## **Offering Memorandum**

**06 June 2018**

**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.**

**Blockchain Investment Fund Ltd.**

Registered Office:  
Trust House  
112 Bonadie street  
Kingstown, Saint Vincent  
[ + 1 784] 457 1145 tel  
[+ 1 784] 4571961 fax



## I Introduction

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This Document is the Offering Memorandum for "Blockchain Investment Fund Ltd.", and relates to a continuous offering of up to 100,000,000 Non-Voting Participating Preference Shares ("Investor Shares"). The fund attributable to these Investor Shares is referred to herein as the "Fund". Blockchain Investment Fund Ltd. (the "Company") was incorporated under the laws of Saint Vincent and the Grenadines on the Incorporation at 24<sup>th</sup> April 2015 (former named as Trade Finance Fund Ltd.), as an open-ended investment company and limited liability and registered as a Public Mutual Fund under the Mutual Funds (Amendment and Consolidation) Act, 1998. The Initial Offer is made on the Launch Date, at the Initial Offer Price of EUR 100.- per Investor Share and, thereafter, on the Subscription Day at the prevailing Subscription Price.

The registered office of the Company is at Trust House, 112 Bonadie Street, Kingstown, St. Vincent.

Date of Publication	22 June 2015	
Directors of the Company	Mr. Reto Mebes Lützelsee 7 8634 Hombrechtikon Switzerland  Mr. James Francis Rogerson Naumattstrasse 9 6045 Meggen Switzerland	
Registered Agent / Office	St. Vincent Trust Service Limited Trust House 112 Bonadie Street Kingstown, Saint Vincent	
Investment Manager	Trade Finance Asset Management Ltd. Trust House 112 Bonadie Street Kingstown, Saint Vincent	
Fund Administrator / Transfer Agent	CAIAC International Ltd. Trust House 112 Bonadie Street P.O. Box 613 Kingstown, Saint Vincent	European Mailing Address: Unit 10329 P.O. Box 6945 London W1A 6 US Great Britain
Banker / Custodian	Bank Frick & Co. AG Landstrasse 14 9496 Balzers Liechtenstein	
Auditors	ABACOR Revisions AG Alte Steinhäuserstrasse 1 6330 Cham Switzerland	

## II Useful Information

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ISIN Number	VC09369H2078
Reference Currency	EUR
Duration	Indeterminate period
Initial Offer Price	EUR 100.-
Minimum Initial Subscription	EUR 10'000.-
End of Financial Year	31 <sup>st</sup> December

Appropriation of profits	Reinvested
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Valuation Interval	Monthly
Valuation Day	Last business day of each month

At the sole discretion of the Directors there may be determined further Valuation Days (see fig. 7)

Lock up period	6 months after subscription
Deadline for Subscriptions	Valuation Day, 4.00 pm (CET)
Deadline for Redemptions	Valuation Day, 4.00 pm (CET)

with a notice period of 1 month before valuation day (after lock up period)

### Disclosure of the fees, types of fees for the account of the investor

Maximum Subscription Fee	0.5 %
Maximum Redemption Fee	0.5 %
Maximum Liquidation Fee	1 %
Maximum Transfer Agent Fee	0.20 % or minimum EUR 100.-

### Disclosure of the ongoing fees, types of fees for the account of the fund

Maximum Administrative Fee	0.20 % p.a. or minimum CHF 25'000.-
Maximum Custodian Fee	0.10 % p.a. additional CHF 6'000.- p.a.
Maximum Transfer Agent Fee	0.10 % p.a.
Maximum Management Fee	None, non-minimum fee either
Performance Fee	40% with High Watermark

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### III Notices

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The Investor Shares offered pursuant to this Offering Memorandum will be issued only on the basis of the information and representations contained in this Offering Memorandum, including the Appendices attached hereto, and no other information or representation has been authorised. Any subscription made by any person on the basis of statements or representations not contained in this Offering Memorandum or inconsistent with information contained herein shall be solely at the risk of the subscriber. Neither delivery of this Offering Memorandum nor anything stated herein should be taken to imply that any information contained herein is correct at any time subsequent to the date hereof.

#### St. Vincent and the Grenadines Mutual Funds Law

The Company is licensed and qualifies as a public fund under the Mutual Funds (Amendment and Consolidation) Act, 1998 (as amended) (the "Act") of Saint Vincent and the Grenadines (a "Public Fund") and accordingly will be regulated in terms of that Law. As a Public 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 (currently approximately US\$800). 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 24<sup>th</sup> April 2015 (former named as Trade Finance Fund Ltd.) in St. Vincent and the Grenadines under the provisions of the Companies Law as an international business company with limited liability (registered no.22677 IBC 2015).
- 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.

Prospective investors should inform themselves as to the legal requirements and tax consequences within the countries to whose jurisdiction they may be subject for the acquisition, holding or disposal of Investor Shares and any foreign exchange restrictions which may be relevant to them. Investor Shares which are acquired by persons not entitled to hold them in accordance with the provisions contained in this Offering Memorandum may be compulsorily redeemed. No Investor Shares may be transferred without the prior written consent of the Directors.

**Distribution**

The distribution of this Offering Memorandum may be restricted by law in certain countries. Persons to whose attention this Offering Memorandum may come are required to inform themselves of and to observe any such restrictions. This Offering Memorandum does not constitute an offer or solicitation to any person in any jurisdiction in which such an offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation.

a) 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.

As used herein, "Saint Vincent Person" means:

'Resident' defined in section 2 of the International Business Companies (Amendment and Consolidation) Act 2007, including a natural person who is ordinarily resident and subject to income tax in St. Vincent under general principles as income taxation; a trust, company, partnership, limited partnership or other body, incorporated, established, formed

or organised under the laws of St. Vincent, the majority of shares or other ownership of which is legally or beneficially owned, directly or indirectly by persons who are resident in St. Vincent; any other trust, corporation, partnership, limited partnership or other entity who or which is a resident of, or ordinarily resident or domiciled in St. Vincent under general principles of income taxation; but does not include an international trust registered under the International Trusts Act, an international business company incorporated or continued under the International Business Companies (Amendment and Consolidation) Act 2007, an international insurance company licensed under the International Insurance (Amendment and Consolidation) Act, a mutual fund licensed under the Mutual Funds (Amendment Act) 1998, or an international bank licensed under the International Banks Act;

b) Within the United States of America

The Investor Shares offered pursuant to this Offering Memorandum have not been registered under the United States Securities Act of 1933 as amended, nor under any US State securities laws and therefore may not be sold to any US persons, except by any transaction which does not violate United States securities laws. The Directors have determined that, at their sole discretion and subject to certain exceptions with respect to US tax exempt persons, the Investor Shares offered hereby may not 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 used herein "US Person" means:

- (i) a citizen of the United States;
- (ii) a natural person who is a resident of the United States; or
- (iii) "A United States Person" as defined in Regulation S promulgated under the United States Securities Act of 1933, as amended, or in the United States Internal Revenue Code of 1986, as amended, excluding a United States Person who is a "Qualified Purchaser" as this term is defined in Section 2 (a) (51) of the United States Investment Company Act, 1940.

The Investor Shares have not been approved or disapproved by the U.S. Securities and Exchange Commission or any State securities commission nor has the Securities and Exchange Commission or any State securities commission passed upon the accuracy or adequacy of this Offering Memorandum. Any representation to the contrary is a criminal offence within the United States.

No person is authorised to make representations or give any information with respect to the Company or the offering of Investor Shares made hereby, unless authorised by the Administrator or the Directors.

This Memorandum supersedes any written or verbal information relating to any offering of Investor Shares issued prior to the date of this Memorandum.

Prospective investors are not to construe the contents of this memorandum as legal, tax or investment advice. Important - if you are in any doubt about the contents of this memorandum you should consult your stockbroker, bank manager, counsel and attorneys, tax advisers, accountants and/or other advisers regarding an investment in the fund.

Prospective investors and their representatives, if any, are invited to ask questions of, and to obtain additional information from the Administrator or the Investment Manager concerning an investment in the Fund, the terms and conditions of this Offering Memorandum and other matters (including additional information to verify the accuracy of the information in this Offering Memorandum). Such information will be supplied to the extent that the Administrator or the Investment Manager possesses or can acquire it without unreasonable effort or expense.

Investment in the company involves a degree of risk and is considered only appropriate for sophisticated investors who can afford the risks associated with equities, bonds, futures, commodities, currencies, options and other derivatives trading. The investor's financial condition must be such that he is capable of losing his entire investment in the company without a material adverse effect on his standard of living or that of his family. Prospective investors should be aware that the value of investments as reflected in the net asset value per investor share and the income there from (if any) can go down as well as up and the attention of investors is drawn to risk factors (see Section 5).

The minimum initial subscription in the Fund is EUR 10'000.-. This minimum can be waived at the sole discretion of the Directors. The Administrator, on the instruction of the Directors, may reject a subscription for any reason and is not obliged to disclose the reason, or reasons, for rejecting any subscription application.

Subscribers will be required to complete the Subscription Agreement and Application Form. A subscriber may be required, upon the request of the Administrator, to provide such information, as the Administrator deems necessary to substantiate the accuracy of the subscriber's representation.

Neither delivery of this Offering Memorandum nor anything stated herein should be taken to imply that any information herein contained is correct at any time subsequent to the date hereof.



## IV Definitions

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All references herein to a specific time of day are to Liechtenstein time.

A reference to money in herein is a reference to the currency of the European Union (Euro or EUR) unless expressly and unambiguously stated to the contrary herein.

This Offering Memorandum may be translated into German and other foreign languages, as the case may be. Any such translation shall be a direct translation from this English language version of the Offering Memorandum. In any case of dispute with regard to the text of this Offering Memorandum, the English version shall prevail.

<b>Articles of Incorporation</b>	the Articles of Incorporation of the Company as originally framed or as from time to time amended.
<b>Authority</b>	Saint Vincent International Financial Services Authority (IFSA)
<b>Board</b>	the Board of Directors of the Company
<b>Broker</b>	means such broker as may be appointed by the Company from time to time
<b>Business Day</b>	any day except Saturdays and Sundays on which banks in Saint Vincent and the Grenadines, Liechtenstein and Switzerland are open for banking business
<b>By-Laws</b>	the By-Laws of the Company as amended from time to time
<b>Calculation Day</b>	the day on which the NAV is calculated
<b>Company</b>	Company means Blockchain Investment Fund Ltd. as per the International Business Companies (Amendment and Consolidation) Act 2007
<b>Custodian</b>	the bank or broker that holds the assets of the fund in custody
<b>Director</b>	a member of the Board of Directors of the Company
<b>Euro/EUR</b>	Euro, the lawful currency of the European Union
<b>Fund</b>	the assets of the Company comprising the assets and liabilities of the Company that are attributable to the Shares (Investor Shares) which are the subject of this Offering Memorandum
<b>Fund Act</b>	the Mutual Fund Act, 1997 as amended by the Mutual Funds (Amendment) Act, 1998, of Saint Vincent and the Grenadines, as revised or amended from time to time
<b>General Shares</b>	the shares of the General Class Investments any investment authorised by the By-Laws of the Company or this Offering Memorandum
<b>Investor Shares</b>	Non-Voting Participating Preference Shares
<b>Members</b>	the holders of General Shares
<b>NAV</b>	the Net Asset Value of the Company or of the Fund, as appropriate
<b>NAV Per Investor Share</b>	the NAV of the Fund divided by the number of issued and outstanding Investor Shares
<b>Offering Memorandum</b>	all constituent parts of this Offering Memorandum including the Appendices
<b>Redemption Day</b>	the day on which the Shareholder causes its Shares to be redeemed by the Company
<b>Redemption Price</b>	the price paid on redemption of Investor Shares
<b>Remitting Bank/</b>	the bank or financial institution from which a Subscriber's subscription monies are sent to
<b>Financial Institution</b>	the Fund
<b>Share Register</b>	the principal register maintained by the Company at its Registered Office in which are entered the names and addresses of the Shareholders and their respective shareholdings in the Company
<b>Shareholders</b>	the holders of the Investor Shares
<b>Shares</b>	unless otherwise stated, the General Shares and Non-Voting Participating Preference Shares
<b>Subscriber</b>	any person who subscribes for Investor Shares pursuant to this Offering Memorandum
<b>Subscription Day</b>	the day upon which Investor Shares may be subscribed
<b>Subscription Price</b>	the price at which Investor Shares may be subscribed on any Subscription Day
<b>Swiss Franc/CHF</b>	Swiss Francs, the lawful currency of Switzerland
<b>The Act</b>	International Business Companies (Amendment and Consolidation) Act 2007
<b>US Dollar/USD</b>	US Dollars, the lawful currency of the United States of America
<b>US/USA/United States</b>	the United States of America, its states, territories or possessions, or an enclave of the United States government, its agencies or instrumentalities
<b>Valuation Day</b>	the day of which the closing prices will be used for calculation of the NAV

Potential investors should note that the above definitions are used for convenience only and that the Company, inter alia, has the right, under the terms of the relevant Agreements, to terminate the appointment of various participants and to appoint other persons in their stead.

## **1 Structure of Company - Classes of Shares**

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The Articles of Incorporation of the Company empowers the Directors to amend the By-Laws so as to create different classes of Shares from time to time. This Memorandum is specific to the Non-Voting Participating Preference Shares.

The Company is, on the date of this Offering Memorandum, authorised to issue up to 100,000,000 Non-Voting Participating Preference Shares.

All of the General Shares have been issued to the Investment Manager. The holders of the General Shares shall be entitled to attend and vote at all General Meetings and to take any action by written resolution. General Shares carry one (1) vote each on a poll, and carry the right to dividends and to participate in the profits of the General Shares only. The General Shares do not carry any right to dividends or other rights to participate in the profits of the Share Classes and, in the event of liquidation of the Company shall have no rights to share in the profits or assets of the Share Classes or the return of paid-up capital other than after all amounts due to the holders of Non-Voting Participating Preference Shares. Non-Voting Participating Preference Shares shall herein be referred to as "Investor Shares".

Investor Shares have all powers and rights generally pertaining to Shares in the Company under the Act except that Investor Shares shall not carry voting rights. Investor Shares in the Company shall be issued as registered shares. On a Subscription Day, the Directors may from time to time create and issue additional Investor Shares at the Net Asset Value per Investor Share.

Subject as described in this Offering Memorandum, the Directors may redeem the aggregate value of any Investor Shares as of such Redemption Day. Investor Shares are entitled to full participation in profits of their respective class. The Investor Shares do not carry a right of pre-emption.

When issued, all Investor Shares will be fully paid and non-assessable. There are no outstanding options or any special rights relating to any Investor Shares or General Shares, nor have the Directors agreed conditionally or unconditionally to put Investor Shares or General Shares under option.

The net proceeds from the issue of Investor Shares will be segregated into the Fund (herein after referred to as the "Fund") in the books of the Company. All income, profits and gains earned on the assets of the Fund shall accrue to such Fund and all expenses and liabilities related to the Fund shall be charged to and paid from either the Fund in question directly or by the General Share Class, and then charged to the Fund in question. The Directors will ensure that the trading results of the Fund will have no effect on the value of any other Fund and the trading results of any other Fund will have no effect on the value of this Fund by ensuring that the Funds remain segregated.

All expenses of the Company not directly attributable to a specific Fund nor to the General Share Class, will be allocated to all Funds pro rata to the net asset value of each Fund. To the extent that the assets of a particular Fund are insufficient to discharge all the debts arising from that Fund, creditors may have recourse to the assets of the General Share Class, but not of any other Funds.

Each reference in this Offering Memorandum to the "Blockchain Investment Fund Ltd." shall be a reference to the Fund attributable to the Investor Shares.

### **Dividends and Distributions**

As the investment objective of the Company is long-term capital growth, all earnings, dividends and other distributions of whatever kind as well as net realised capital gains arising from the Company's investments shall be reinvested automatically by the Investment Manager pursuant to the investment policy of the Company for the benefit of the Shareholders. Accordingly, it is not the present intention of the Manager to declare dividends or other distributions in the Company.

## 2 Investment Objectives

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### Investment target & Investment Policy

The fund's purpose is to invest its assets in blockchain related companies or/and cryptocurrencies. This includes financial transactions with cryptocurrencies, investments in ICOs, and investments in companies that provide various services around the blockchain technology, e.g. consulting of third parties in all matters and issues around the blockchain, trading of cryptocurrencies and digital assets, and shareholding or/and cooperation with other companies.

**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.**

## 3 Parties

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### 3.1 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:**

Mr. Reto Mebes

Reto Mebes was born on the 28 of August 1959 in Switzerland and grew up in Männedorf a small town on the lake of Zurich.

He attended the primary school in Männedorf and the high school in Zürich and after military service studied at the University of Zürich international comparative law. During his studies in Zurich he already came in contact with several investment companies for and on behalf of them he wrote as a ghost writer and analyst brochures and recommendation letters for new investment opportunities. After his studies in Zürich he became a student with Prof Vischer in Basel and finished his thesis in comparative law.

Dr Mebes then joined for The Boston Consulting Group in Munich. He stayed with BCG for almost 4 years and gathered a vast experience in many different industries. He left BCG for opening his own Consulting Company focused on cost reduction and reduction of production complexity before he took his chance in the upcoming Berlin real estate market.

In Berlin he founded the Dr Mebes & Partner real estate Company, later Berlina GmbH, which became one of the big players in Berlin real estate in the 90es. The companies different activities with hotels, energy service companies, building and sale companies has mainly been sold in 2002 and Dr Mebes changed from the entrepreneurial to the investors side.

After several investments with trade financing companies he got more and more involved with management issues and became a board member and investor in a turn around with a SME financing company in the Philippines called SFIC, Manila. In the same time he founded a Greek Cheese trading company and set up a financing structure for Greek small and medium companies in Greece.

Mr. James Francis Rogerson

James Rogerson was born on the 18th March 1964, and grew up in Waterside. Midlington, Droxford, Southampton, Hampshire, England. He attended Cottesmore School, Buchan Hill, Crawlex, Sussex, England and then gained entry to Gordonstoun, Elgin, Morayshire, Scotland where successfully completed his O and A Levels.

James applied to the Regular Commissions Board where he was successful and entered into the British Army as an Officer Cadet. James entered into Dandhurst for British Army officer training and completed with the highest honours. James served with the Queens Hussars for 10 years. He was the 4th generation of his family to serve in this regiment. He played polo for the British Combined Service Polo team, rugby for the Cavalry and Armed Corps as well as leading many mountain expeditions throughout Europe.

He then left the Army to remain in Germany where he married his wife Corinna. He worked in Berlin and Frankfurt from 1995 to 1999 before heading for Switzerland. From 1995 to 1997 he carried out an Open University degree where he completed a Business Management degree.

On 11 April 2000 Connect44 AG was set up with his today's business partner Mr. Leo Kidel. Connect 44 is a successful Mobile Telecommunications Services company delivering telecommunication services to the equipment suppliers and network operators in UK, France, Germany and Switzerland.

James Rogerson resides at Naumattstrasse 9, CH 6045 Meggen, Switzerland and is married to Corinna with 2 Children, Charlotta 17 who rides for the Swiss Dressage team and Nicholas 15 who rows for the Reuss Luzern Rowing Club. His hobbies are alpine skiing, ski touring, water skiing, polo, mountain walking, tennis and rowing.

### **3.2 The Investment Manager**

Investment decisions affecting the fund are delegated to

Trade Finance Asset Management Ltd.  
Trust House  
11 2 Bonadie Street  
Kingstown, Saint Vincent

The Directors of Trade Finance Asset Management Ltd. are:

Mr. Andrew Butchers

Andrew Butchers was born on 2 June 1961 in Brighton, England, and grew up in Southwick, Sussex. He attended schools in Southwick and next-door Shoreham. Andrew Butchers gained an Entrance Exhibition from Girton College, Cambridge, and has a degree in Natural Sciences from Cambridge University.

After that, he trained as a chartered accountant with a small niche-based firm, receiving a prize from the Institute of Chartered Accountants in the final exams, and he then went to Binder Hamlyn. In 1989 he joined Dixon Wilson, a London based firm of Chartered Accountants. Andrew Butchers worked closely on different projects eg the projections for the now famous Hotel Saratoga, Cuba. Dixon Wilson had many world-renowned clients and UK government agencies. He was involved in developing accounting systems and in the production of spreadsheet-based forecasts for banks and financing partners, as well as in the audits of a number of financial institutions. He was also Dixon Wilson's senior technical officer, providing back up to partners and staff on accounting and auditing matters.

In 1998, Andrew Butchers left Dixon Wilson to work with an investor group in developing Cuba-based businesses. In 2000 Andrew Butchers, with some other partners, created the Coral Capital Group Limited (CCG) as a vehicle for Cuban based financing, trading and project development businesses. Andrew Butchers was financial controller, later finance director for the group as well as group company secretary. One of the business lines was trade finance and, in 2001, Coral Capital created a fund registered in Curacao, dedicated to trade finance, called The Coral Capital Debt Fund, later renamed Laroc Trading Fund. Andrew Butchers was closely involved in the creation of the fund, and reviewed and approved the monthly NAV figures. Between 2004 and 2011, Andrew Butchers served as chief investment officer for the fund, and chairman of its investment committee, which analysed and approved every deal proposed to the fund.

Andrew Butchers left CCG in 2011 and continued working for some investors of the group by restructuring and recovery of investments related to Cuba. Since 2014, he is in charge of the financial side of the trade finance activities of Trade Support Partners Limited, a company founded by former investors of CCG.

Andrew Butchers is a member of the Chartered Institute of Taxation having won a prize in their exams, and was a member of examination team. For a number of years, he was a director of the Board of Finance of the Diocese of Southwark of the Church of England. Andrew Butchers is married, with one son, and currently lives in Panama.

Mr. James Francis Rogerson

Please see the Curriculum Vitae under section 3.1.

### **3.3 The Administrator and Transfer Agent**

The Directors have defined CAIAC International Limited as the Administrator (the "Administrator") of the Company, The administrator was incorporated in Saint Vincent and the Grenadines on the 20th December 2009 in order to provide services as an administrator and transfer agent and provide corporate secretarial services to funds, investment companies and other collective investment undertakings.

The Administrator is inter alia responsible for the calculation of the NAV of the shares of the company and the provision, on behalf of the company, of all administrative and accounting services which it requires.

The Directors have also appointed CAIAC International Limited as Shareholder Registrar and Transfer Agent. All investors (banks, private individuals, foundations, insurance companies etc.) may subscribe and redeem shares directly with the Registrar and Transfer Agent. For banks, this possibility is also with the Banker.

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 Limited are Thomas Jahn and Susanna Jahn.

### **3.4 Banker**

Bank Frick & Co. AG, Landstrasse 14, 9496 Balzers, Liechtenstein, serves as Banker.

The Company will maintain an account with the Banker for the receipt of subscriptions and the payment of redemptions and expenses.

It should be noted that, in providing services as a banker, the Banker does not act as a guarantor to the Investor Shares herein described. Moreover, the Banker 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. Furthermore, the Banker is not responsible to monitor the trading and investment activities of the Fund or adherence to the investment policies and restrictions herein described.

The Banker is not a promoter of the Company nor in any way whatsoever involved in the investment process. Legal relations between the Banker and the Company are exclusively subject to Liechtenstein law and jurisdiction. The Banker is not subject to any supervision or authorisation in the home country of the Company. The Banking Agreement may be terminated by the Banker or the Company at any time. The Banking Agreement provides for indemnities in favour of the Banker under certain circumstances.

### **3.5 Broker/Custodian**

The Company may appoint one or more Brokers or Custodians from time to time, open trading accounts with these Brokers/Custodians, and/or hold deposits with these Brokers/Custodians for securing trades and/or credit lines.

The Brokers/Custodians will be responsible for the custody of the assets of the Fund.

It should be noted that, in providing services as a broker/custodian, the Broker/Custodian does not act as a guarantor to the Investor Shares herein described. Moreover, the Broker/Custodian 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. Furthermore, the Broker/Custodian is not responsible to monitor the trading and investment activities of the Fund or adherence to the investment policies and restrictions herein described.

The Fund's Banker may also act as a custodian.

### **3.6 Auditor**

The auditor is ABACOR Revisions AG, Alte Steinhauserstrasse 1, 6330 Cham, Switzerland.

### **3.7 Investment Advisor**

Presently no Investment Advisor has been appointed. However, the Investment Manager may appoint one at any given time.

## **4 Investment Restrictions**

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In order to limit exposure to risk, the Directors require the Investment Manager to observe the trading policies outlined in this section. The investment limits outlined apply to any investment at the time that investment is made. The Investment Manager will monitor the underlying investments to ensure that the restrictions set out are not breached. Where any restriction is breached, the Investment Manager shall ensure that immediate corrective action is taken.

### **4.1 Investment Restrictions**

Specifically, the Company may invest in:

- Crypto Currencies and ICOs
- Private placements of Stocks, Bonds and Notes (Private placements are securities that are not publicly quoted);
- 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;
- Various derivative instruments as specified in the following section.

Derivative instruments include:

- Futures and option contracts that are quoted on an exchange or on another 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.

### **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.

## 5 Risk Factors

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### 5.1 General considerations

**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.**

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. The Company's investment strategy carries considerable risks. A portion of the Company's assets may be invested into cryptocurrencies and ICOs 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.

### 5.2 Specific Risks

#### Risks related to the trade with crypto currencies

An investment in cryptocurrencies is related to specific risks that may not be present for an investment in standard securities. The following is a non-exclusive list of risks that relate specifically to an investment in cryptocurrency, and their description.

**Operational risks** in relation to the trade with cryptocurrencies are risks that arise from the use and the possible instability of information technology, for example the danger of irreversible losses due to malware, losses of data, or hacker attacks at the online exchanges. It may be possible to lose the whole capital held in an online wallet due to a hacker attack. Other dangers lie in the possible overload of systems and thus system failures or blackouts. Common operational risks that arise from the use of information technologies are also existent. For example, losing or damaging the private key that is necessary to access the cryptocurrency wallet would lead to the permanent loss of access to the wallet and can be disastrous for the fund.

**Regulatory/Political risks** related to cryptocurrencies are for example risks that arise from the fact that these currencies are at present not regulated and thus it may be possible to use them for illegal activities like e.g. money laundering. Other regulatory risks arise from the lack of consumer protection with regards to transactions with cryptocurrencies. The lack of regulation may lead to lack of confidence in the markets for cryptocurrencies, which may cause their value to decrease. On the other hand, should the currencies become more strictly regulated, there arises the risk of a decrease in the demand for the currency (and thus a decrease in the price), the question of tax implication of the possible regulation, as well as the possibility for limitations and restrictions for trading. Changes in the current regulation in general would lead to disturbances in the market for cryptocurrencies, whose effect is at present unknown. Potential regulations would also lead to an increase of the operational and compliance efforts of the online trading platforms, which may lead to increased transaction costs, or, in a worst-case-scenario – to substantial or complete losses, given that a platform is not able to comply with such regulations.

**Currency Risks:** Even though cryptocurrencies are designed to serve the role of actual currencies as means of exchange, due to their instability, for investment purposes they may rather be seen as commodities. The fund is still exposed to the basic currency risks of the fund currency against other established currencies (e.g. exposure of EUR against USD or CHF). On top of this exposure, the exposure of the fund currency against the cryptocurrency is a main risk for the fund portfolio (e.g. exposure of EUR against Bitcoin).

**Market risks:** due to the immature character of the cryptocurrencies and the different levels of liquidity on different exchanges and during different times, there exists the possibility of larger deviations in the price of the currency observed on different online exchanges.

**Lack of their popularity as a means of exchange:** The market value of cryptocurrencies arises from the assumption that it can be used as a means of exchange and the expectation that its usability will improve in the future. However, given that this assumption is only partially true (only few cryptocurrencies are accepted and only by few merchants), the price of the cryptocurrency may be volatile. Furthermore, the absence of consumer protection in relation to cryptocurrencies contributes to the lack of their popularity as a means of exchange.

**Market volatility:** Due to the forementioned limited value as a means of exchange, cryptocurrencies are currently considered highly speculative investments. Thus, their price may not reflect their true economic value and may be established purely on the basis of the demand of and supply from speculative investors. This feature, combined with the lack of regulation from a central authority, may lead to a much higher volatility than that of a regular currency or a regular financial instrument.

**Risk from competition:** The risk of strong competition from other cryptocurrencies is due to the fact that cryptocurrencies are continuously being developed further and thus other cryptocurrencies may quickly become more advanced and thus more demanded which would decrease the value of other currencies. This would be a substantial risk for a fund that invests in only one specific cryptocurrency. Furthermore, the potential development of other innovative means of payment represents a further risk of competition.

**Risk from lack of further development of the cryptocurrencies:** If cryptocurrencies lose their popularity and their development in terms of programming quality and complexity as well as usability is decelerated or stopped, this would have adverse effects on the fund.

**Liquidity risks:** This relates to the risk that a lack of liquidity in the market for a specific cryptocurrency may be present, which would cause the price determination for that currency to be even more volatile.

**Legal risks:** Intellectual property rights claims, whether successful or not, may reduce the general public's confidence in the cryptocurrency and thus its value. A successful property rights claims may result in the loss of independence for the cryptocurrency, a blockage from the online wallet or even the expropriation of the currency in the wallet.

### 5.3 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. 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.

### 5.4 Other Risks

#### 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.

#### 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 Euro some of which may not be freely convertible. The Net Asset Value of the Company as expressed in Euro will fluctuate in accordance with the changes in the foreign exchange rate between the Euro 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 Euro 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 of the Cryptocurrency 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.

**Custodian Risk**

The Manager shall exercise care and diligence in choosing and appointing wallets for the storing of the cryptocurrencies so as to ensure that any wallet has and maintains the expertise, competence and standing appropriate to discharge the responsibilities concerned. Its the sole responsibility of the Manager to take care about the storage of the coins. However, notwithstanding the exercise by the Manager of care and diligence in choosing and appointing brokers and wallets an appropriate level of supervision and enquiry on an ongoing basis, there can be no assurance that losses will not arise to the Company, particularly since regulation and standards of administration in Cryptocurrencies 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.

**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 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.

**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.**

## 5.5 General risks

In addition to the specific risks, investments in the Fund can be subject to general risks.

All investments in investment companies are associated with risks. These risks can include or be related to share and bond market risks, exchange rate, interest, credit and volatility risks as well as political risks. Every one of these risks can also arise in conjunction with other risks. Some of these risks are described in this section. You should nevertheless be aware that this is not a conclusive list of all possible risks.

**Potential investors should be aware of the risks relating to investment in shares and only make a decision to invest when they have been comprehensively advised by their legal, tax and financial advisors, auditors or other experts of the suitability of an investment in shares in this fund, taking into account their personal finance and tax situation and other circumstances, as well as information contained in this prospectus and the investment policy of the fund.**

### Derivative financial instruments

Segments of the fund can include derivative financial instruments. These may be used not just for hedging, but can also represent part of the investment strategy. The use of derivative financial instruments for hedging purposes can change the general risk profile by correspondingly reducing the opportunities and risks. The use of derivative financial instruments for investment purposes can have an effect on the general risk profile by creating additional opportunities and risks.

Derivative financial instruments also conceal a risk of the segment suffering a loss, because another party involved in the derivative financial instrument (in general a "counterparty") has not fulfilled its obligations. This risk is particularly high for warrants, OTC options and futures, structured products, exotic options, etc.

### Issuers risk (Credit-worthiness risk)

Deterioration in the solvency or even the insolvency of an issuer means at least a partial loss for the segment's assets.

### Counterparty risk

The risk is represented by the fact that the performances of transactions, which are concluded on account of the segment's assets, are endangered by solvency problems or insolvency on the part of the corresponding counterparty.

The settlement of the transactions may not be delivery vs. payment.

### Monetary value risk

Inflation can reduce the value of investments in the segment's assets. The purchasing power of the invested capital falls when the inflation rate is higher than the proceeds yielded by the investments.

### Economic cycle risk

This is a question of the danger of exchange losses, caused by the fact that, when making the investment decision, no account or insufficient account was taken of cyclical trends, leading to investments in securities being made at the wrong time, or securities being retained during an unfavourable economic phase.

### Country risk

Investments in countries where the political situation is unstable are subject to particular risks. These may lead to extremely rapid and significant fluctuations in rates. These risks include, for example, currency restrictions, transfer risks, moratoria or embargos.

### Liquidity risk

In the case of shares in smaller companies (second-line stocks) there is a risk that the market may sporadically not be liquid. This can result in it not being possible to trade shares at the required time and/or not in the required quantity and/or not at the anticipated price.

**Market risk (Foreign exchange risk)**

This is a general risk associated with all investments, which consists of the value of a certain investment potentially changing counter to the interests of the segment.

**Psychological market risk**

Moods, opinions and rumours can cause significant declines in market prices, although the profit situation and the future prospects for the company, in which an investment has been made, may not have undergone a sustained change. A psychological market risk has a particular effect on shares.

**Settlement risk**

This is a question of a risk of loss for the segment, caused by a concluded transaction not being completed as anticipated, because counterparty has not paid or delivered, or a loss occurring because of mistakes in operations when handling a transaction.

**Tax risk**

Buying, holding or selling investments in the segment may be subject to the provisions of tax legislation (e.g. tax deducted at source) outside the country of domicile of the fund.

**Business risk**

Investments in shares represent a direct involvement in the economic success or failure of a company. In extreme cases – in the event of insolvency - this can mean the complete loss of the corresponding investments.

**Currency risk**

Should the segment contain assets, which are expressed in a foreign currency, investments are exposed to a direct currency risk (where foreign currency positions are not secured). Falling exchange rates lead to a reduction in the value of foreign currency investments. In the opposite case, the currency market also offers opportunities for profits. In addition to direct as well as indirect currency risks, international companies are more or less greatly dependent on changes in exchange rates, which can also have an indirect effect on the price performance of investments.

**Interest rate risk**

Where the segment invests in interest-bearing securities, investments are exposed to an interest rate risk. Should the market rate raises, the market value of the interest-bearing securities forming part of the segment's assets may fall significantly. This applies all the more where the segment's assets also contain interest-bearing securities with longer remaining terms and lower nominal interest.

**5.6 Value of Investment**

The value of investments in the Fund can fall as well as rise resulting in an adverse effect on the value of the Investor Shares.

**5.7 Duration of Investment**

Investments in the markets may experience periods of draw down or loss. For this reason investors should plan to commit funds for at least five years, although this is not an obligation.

**5.8 Income**

As described above, the Directors do not intend to declare dividends on the Investor Shares. An investment in the Fund is not suitable for an investor seeking an income from such investment.

**5.9 Past Performance**

Past performance of the Investment Manager or the Fund is not necessarily indicative of future results attributable to the Investor Shares.

**5.10 Volatile Markets**

Price movements in the markets in which the Fund will invest can be volatile and are influenced by, among other things: changing supply and demand relationships; government trade and fiscal policies; national and international political and economic events and changes in exchange rates and interest rates.

**5.11 Leverage**

The Fund may leverage its assets through derivatives and borrowing as stated in section 4. This may cause large fluctuations of the Funds NAV.

**5.12 Illiquid Markets**

In some circumstances, the markets in which the Fund will invest can become illiquid, making it difficult to acquire or dispose of assets at the prices at normal market offers.

**5.13 Tax and Regulatory Change**

The tax consequences to the Company and Shareholders in the Company, the ability of the Company as a foreign investor to invest in certain markets, ability of the Company to repatriate its assets, including any income and profit earned on those assets, and other operations of the Company are based on existing regulations, which are subject to

change through legislative, judicial or administrative action in the various jurisdictions in which the Company may operate or invest. It is recommended that an investor seek advice from his tax adviser before making an investment in the Company as to the potential tax consequences of such an investment.

#### **5.14 Effect of Substantial Redemptions**

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

#### **5.15 Limited Ability to Redeem**

Although Shareholders may generally require the Company to redeem any or all of their Investor Shares on any Redemption Day at the prevailing Redemption Price, restrictions apply in certain circumstances (see Section 13).

#### **5.16 Cross Liability**

The Articles of Incorporation of the Company empowers the Directors to amend the By-Laws so as to create different classes of Shares from time to time. The Directors will ensure that the trading results of the Fund will have no effect on the value of any other Fund and the trading results of any other Fund will have no effect on the value of this Fund.

#### **5.17 Exchange Rate Fluctuations**

Certain of the investments of the Fund may be in currencies other than Euro. Accordingly, adverse exchange rate fluctuations may cause the value of the investments of the Fund to diminish.

#### **5.18 Trading Costs**

All trading costs will be borne by the fund.

#### **5.19 Broker**

The Company will rank as one of the Broker's unsecured creditors in relation to assets which the Broker borrows, lends, pledges or hypothecates and, in the event of the insolvency of the Broker, the Company might not be able to recover equivalent assets in full. In addition, the Company's cash held with the Broker will not be segregated from its own cash and will be used by the Broker in the course of its investment business, and the Company will therefore rank as an unsecured creditor in relation thereto.

## **6 Fees, Compensation and Expenses**

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The Fund will be responsible for its various administrative and operational expenses.

### **6.1 Subscription Fee**

To cover the costs caused by the placement of the units, the Company may charge a subscription fee on the net asset value of the newly issued units in favor of the Company, the Depository Bank and/or the marketing agents in this or other countries as stated in Section "Useful Information".

### **6.2 Redemption Fee**

For the payment of redeemed units, the Company can charge a redemption fee on the net asset value of the redeemed units in favor of the Company, the Depository Bank and/or the marketing agents in this or other countries as stated in Section "Useful Information".

When paying the liquidation balance, in the event that the fund is dissolved, the management company can charge a redemption fee pursuant to Section "Useful Information".

### **6.3 Transfer Agent Fee**

For the registrar and transfer agent duties the Administrator can charge a commission of 0.20%, minimum EUR 100.-, upon subscription and redemption, payable by subscriber.

For the transfer agent duties the Administrator can charge a commission of 0.10% p.a. payable by the Fund.

### **6.4 Fund Fees**

The Fund will pay an annual administration fee, payable quarterly in arrears pro rata tempore, in the amount of 0.20% of the average value of the Fund, subject to a minimum of CHF 25'000 per annum. The Fund will pay no management fee.

### **6.5 Performance Fees**

The Fund will pay a performance fee of 40% on the performance of the Fund. The performance fee calculation is subject to the high watermark principle. This means that a performance fee will only be paid if, at the moment when performance fee is due, the NAV has reached a new all time high, i.e. on "New Performance." The performance fee will be calculated on each valuation day on performance that exceeds the high watermark.

## 6.6 Custodian Fees

The Fund will be liable to pay an annual fee, payable quarterly in arrears, not to exceed 0.10% of the average value of the Fund per annum, additional CHF 6'000 per annum plus all third party custodian costs.

## 6.7 Trading Fees

All trading fees, such as brokerage fees, stock exchange fees, taxes, etc., shall be paid by the Fund.

## 6.8 Directors Fees and Expenses

The Directors may charge a directors fee. The Fund will reimburse the Directors for any travel, accommodation or other properly incurred and documented out-of-pocket expenses incurred in carrying out their duties as Directors.

## 6.9 Operating Expenses

The Fund will also reimburse the fund parties, including but not limited to the Investment Manager and Administrator, for any travel, accommodation or other properly incurred and documented out-of-pocket expenses incurred in carrying out their duties for the fund.

In addition to the fees and expenses referred to above, the Fund will be liable to pay any operating expenses incurred by the Company in respect of the Fund, including legal, auditing, registration, company secretarial, licensing, governmental filing fees and printing costs.

## 6.10 Organisation and Offering Expenses

The expenses incurred by the Company in connection with the organisation of the Company and as attributable to the Fund and initial and on-going offerings of Investor Shares, which, at the date of this Memorandum, are estimated not to exceed EUR 60'000.- will be reimbursed by the Fund. These expenses may be amortised over a period of max. sixty (60) months, or such shorter period as the Directors may determine, so long as the Fund remains operating. Offering expenses incurred in any subsequent offerings of the Investor Shares will be paid by the Fund.

## 6.11 Regular and Extraordinary Expenses

The Directors and the Administrator are also entitled to the reimbursement of the following outlays that have resulted for them from the exercise of their function:

- costs for the preparation, printing and dispatch of annual business report, the half year report and other publications prescribed by law;
- costs for legal counselling incurred by the Management Company or Depository Bank when they are acting in the interests of the investors;
- costs for the publication of notices of the Fund including price reports addressed to investors in the gazettes and possibly also in newspapers and electronic media decided by the Management Company;
- fees and costs for permits and the supervision of the Fund in SVG and other countries;
- all taxes that are charged on Fund assets, earnings and outlays to the debit of the Fund;
- fees due in connection with any quotation of the fund and with the permission to market it in this country and others (e.g., counselling, legal and translation expenses);
- fees for paying agents, representatives and other persons with a comparable function in this country and others;
- a reasonable proportion of the costs incurred for printed matter and advertising directly related to the offering and sale of units;
- auditors' and tax consultants' fees;
- costs of any extraordinary dispositions that may be necessary in terms of the Fund (e.g., amendments to Fund documents);

The Fund also, in the presence of extraordinary circumstances and if the management in terms of the investors deemed as necessary, be charged:

- Possible extraordinary expenses, arising from but not limited to legal fees, government fees, or other regulatory issues, or any other unanticipated expenses, shall be paid by the Company and, if appropriate, apportioned to the Funds pro rata. When any third party must pay an expense on behalf of the Company, the third party shall be reimbursed by the Company.
- Auditor: costs for extraordinary and agreed fees on rising costs of the auditors, occurred from the expertise;
- Legal advice: costs for legal opinion and legal expertise commissioned by the management company.

## 6.12 Allocation of Expenses

All initial and ongoing expenses of the Company which are attributable to a specific Fund shall be borne by that Fund.

All expenses of the Company not directly attributable to a specific Fund will be allocated to all Funds pro rata based on the net asset value of each Fund.

## **7 Net Asset Value**

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The By-Laws of the Company provide for the valuation of the Investor Shares of the Fund by reference to the NAV of the Fund. The NAV of the Fund and the NAV per Investor Share will be determined on the Calculation Day by the Administrator, on the basis of the prevailing prices at the close of business of the markets on the Valuation Day.

The NAV shall be determined by or at the direction of the Directors or by the Administrator and made available at its Registered Office or such other office as the Directors may determine.

The Calculation Day shall be the first business day of the Administrator following the Valuation Day.

The Valuation Day shall be monthly, on the last business day of each month.

At the sole discretion of the Directors, further Valuation Days and Calculation Days may be determined, if significant Subscriptions are existent.

In the case, that the main markets in which the fund trades are closed on this day, the Valuation Day shall be the day before. If any clarification is necessary to approve the valuation of an investment of the Fund, the publication of the NAV may be delayed up to max. the last business day of the following month.

### **7.1 Determination of the NAV of the Fund**

The assets shall be valued as follows:

- a) In accordance with generally accepted accounting rules (e.g. accounts, which are kept with a Cryptocurrency broker, determined by the Directors of the Company, can be booked with their end-of-period profit/loss statements. The Administrator is not obliged to book each single trade).
- b) Securities, which are traded on official exchanges or traded on other organised markets, are valued at the closing price on the valuation day on the principal market on which such securities are traded.
- c) Securities for which the prices do not conform to the market, as well as all other permitted assets (including securities that are not publicly traded or traded on an official or other organised market) will be valued according to their probable realisable value as determined in good faith by or under the direction of the Directors.
- d) Collective investments: the basis for the valuation of the investment positions is the most recently available net asset value of the respective investment position on the respective valuation date. All assets which are not denominated in the Fund currency shall be converted into the unit of account pursuant to the foreign exchange closing price on the respective valuation date.
- e) The liquid assets will be valued on the basis of their nominal value plus accrued interest.
- f) Assets that are denoted in a currency other than the fund's reference currency will be converted using the closing exchange rate of that currency.
- g) Securities, which are not traded on official exchanges or traded on other organised markets, may be valued in the first 12 Month at the purchase price. After that period the valuation will be assessed by an appraisal report taking a reviewed annual report as basis, which is drawn up in accordance with the Liechtenstein Statute Law governing the rights and duties of natural and legal persons or with national bookkeeping norms. The investment manager may mandate an independent third party.

Furthermore its value will be calculated subject to the current value methods, i.e.: net asset value, latest round financing resp. capital increase, multiple analysis, on the basis of similar transactions or discounted cash flow.

In the case of extraordinary events, the Directors shall determine the appropriate valuation method. The Administration Company is entitled for a time to apply other adequate principles for the valuation of the assets if the above-mentioned criteria for the valuation appear impossible or unsuitable on account of extraordinary events. In the event of massive redemption applications, the Management Company may value the units of the Fund on the basis of the prices at which the necessary sales of securities are carried out. In this case, the same method of calculation is used for subscription and redemption applications submitted at the same time.

In all cases the NAV of Shares is determined by dividing the value of the total assets properly allocated to such Shares less the accrued liabilities properly allocated to such Shares by the total number of Shares outstanding on the Valuation Day and rounding the result to two decimals. The NAV of Shares shall be certified by a Director or an authorised officer or representative of the Company and any such certification shall be conclusive except in the case of manifest error.

### **7.2 Temporary Suspension**

The determination of the NAV per Investor Share may be suspended for any reason outlined in Section 13. No Investor Share may be issued or redeemed during a period of suspension.

In the event of a suspension of the determination of NAV per Investor Share, a Subscriber/Shareholder may withdraw his request for purchase or redemption of Investor Shares, provided such a withdrawal notice is actually received before the termination of the period of suspension. Where the request is not so withdrawn, the purchase or redemption of the Investor Shares will be made on the next Subscription/Redemption Day following the end of the suspension.

## **8 Taxation**

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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 Fund 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 Fund will depend on the types of investments made by it and the laws and regulations of countries where investments are made.

### **Shareholders**

Shareholders may be subject to taxation in a variety of jurisdictions. Apart from the information provided below with respect to Saint Vincent and the Grenadines, this Offering Memorandum does not contain any statements, representations or warranties regarding the taxation of Shareholders. Shareholders should consult their own advisors with respect to any taxes applicable to the acquisition, holding or disposition of Preferred Shares and the effect, if any, of withholding or other taxes imposed on interest income received by the Company or gains realized by the Company under the laws of the countries of their respective citizenship, residence and/or domicile.

Under current Saint Vincent and the Grenadines laws, decisions and regulations, Shareholders (other than those who are citizens or residents of Saint Vincent and the Grenadines) will not be liable to Saint Vincent and the Grenadines taxation on income, capital gains or capital transfer except in respect of income derived from sources situated within Saint Vincent and the Grenadines.

Please note:

References to taxation reflect the Manager's interpretation of current laws, regulations, decisions and practice. Only a brief summary is provided, and fiscal rules are liable to change in the future. Individual tax positions will depend upon personal circumstances. Potential subscribers and Shareholders should seek independent professional advice.

## **9 Reports**

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The Company keeps its books on an accrual basis with a fiscal year ending 31st of December. The financial statements of the Company will be prepared in accordance with internationally or nationally (e.g. Switzerland, Germany, Austria, Liechtenstein) accepted accounting standards and will be audited annually at the Company's expense by an independent firm of auditors appointed by the Directors. A copy of the Annual Audited Report and Accounts will be made available to the Shareholders not later than twelve months after the end of the period to which such report relates.

## **10 Subscriptions**

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### **10.1 Minimum Subscription**

The minimum initial subscription permitted for Investor Shares is EUR 10'000. -.

This minimum can be waived at the sole discretion of the Directors.

### **10.2 Subscription Price**

Investor Shares will be offered at the Initial Offer Price on the Launch Date and, thereafter, at the relevant prevailing Subscription Price on each Subscription Day.

The settlement of the net subscription amount will be calculated by the NAV per investor share on the relevant subscription day. The net subscription amount results from the subscription amount deducting a transfer agent fee, the subscription fee and any taxes if applicable.

In the event the Company has suspended or postponed calculation of the NAV per Investor Share, the Subscription price on the Subscription Day occurring after receipt of the order will be utilised.

### **10.3 Subscription Fee**

The Directors may charge a Subscription Fee of up to 0.5%.

### 10.3.1 Transfer Agent Fee

A Registrar / Transfer Agent fee of 0.20% shall be payable, with a minimum of EUR 100.- per subscription.

A Transfer Agent fee of 0.10% p.a. shall be payable by the Fund.

### 10.4 Subscription Day

Monthly, the Valuation day. In the case that the main markets are closed on this day, the foregoing Business Day.

### 10.5 Subscription Applications

Applications for the subscription of Investor Shares must be made in accordance with Section 10.5.1 and the Subscription Agreement and Application Form which accompanies this Offering Memorandum. The Company and Registrar are entitled to require additional documents, such as, but not limited to, trust instruments, appointments as executor or administrator and certificates of corporate authority prior to accepting any subscription.

Applications to subscribe for Investor Shares must be received by the Administrator no later than 4.00 pm (CET) at the Valuation Day of each week. If an application to subscribe is received less than the Valuation Day of the week prior to the relevant Subscription Day, the subscription will be made on the Subscription Day subsequent to the relevant Subscription Day; however the Company may, if conditions allow, accept a shorter notice period for any application.

Subscription monies must be received by the Bank no later than 4.00 pm (CET) on the Launch Date and, thereafter, no later than 4.00 pm (CET) on the relevant Subscription Day.

#### 10.5.1 Subscription and Application Procedures

Subscription of units is possible at valuation date at net asset value per unit. Settlement of orders is facilitated at NAV of units calculated on the valuation date plus the subscription fee and any taxes and duties incurred. The respective maximum subscription fee is specified in Sector "Useful Information".

All taxes due through the issue of units will likewise be invoiced to the investor. If units are acquired through banks not entrusted with the marketing of the units, these banks may make additional charges for such transactions.

The Custodian, the Company and/or Marketing Agents have the right to refuse subscription applications at their absolute discretion.

If payment is made in a currency other than the currency of account, the counter value from the conversion of the currency of account, less charge, is applied for the acquisition of units.

The Company may also take the decision concerning the complete or temporary suspension of the issue of units if new investments could have a negative effect on the attainment of the investment objective.

The custodian bank and/or the Company may at any time independently redeem units, if these are held by investors, who are not entitled to the acquisition or to the possession of these units.

In order to subscribe Investor Shares in the fund a prospective investor must:

- a) complete and sign the Subscription Agreement alias Application form, which accompanies this Offering Memorandum. (see "Instructions for Completion of Appendices");
- b) pay the subscription amount to the Bank by bank transfer.
- c) send the signed and completed Subscription Agreement alias Application form, together with a copy of the Bank Transfer Payment Instructions, to the Administrator, enclosing any documents indicated on the relevant forms.

A copy of the Subscription Agreement alias Application Form should be retained by the investor for the investor's personal reference and records.

### 10.6 Share Certificates

The company will not issue share certificates.

### 10.7 Subscriptions in Specie

The Directors may recommend that the Company also issue Investor Shares for a price to be satisfied partly by the transfer of Investments (works of art, Gold etc.) and/or partly for cash. It is at the sole discretion of the Directors as to whether or not the particular Investments and/or cash which may be transferred to the Company shall be satisfactory for the price of the Investor Shares to be subscribed for. The cash component shall be a balancing amount to equalise any difference between the value of the Investments and the NAV per Investor Share for which the subscription is being made, plus an allowance for any fees or charges payable by the Company in respect of the transfer and registration of the Investments as part-payment for the subscription.



## 11 Redemptions

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A Shareholder may cause any or all of his Investor Shares to be redeemed on any Redemption Day by the Company.

### 11.1 Redemption Price

Investor Shares will be redeemed at the prevailing Redemption Price which will be the NAV per Investor Share on the relevant Redemption Day, less any applicable Redemption Fees or expenses owed.

In the event the Company has suspended or postponed the NAV per Investor Share, the Redemption Price on the Redemption Day occurring after receipt of the order will be utilised.

### 11.2 Redemption Day

Monthly, the Valuation day after lock up period of 6 months after subscription of the shares. In the case that the main markets are closed on this day, the foregoing Business Day.

Please consider the notice period of 1 month on the valuation day (after lock up period).

### 11.3 Redemption Requests

After lock up period of 6 months after subscriptions Units are redeemed monthly at valuation date with consideration of notice period of 1 month on the valuation day (after lock up period) at net asset value per unit. The settlement takes place to the NAV less possible redemption fee and any taxes.

Redemption orders must be received by the Custodian before the deadline. If an order is received by the Custodian after the deadline it will be recorded for the next valuation date. Should the execution of a redemption order lead to the holdings of the given investor falling below a minimum investment, the Company may without further notifying the investor treat this redemption order as an order to redeem all the units of the Fund held by the said investor.

**In the event of a large volume of redemption applications, the Management Company may decide to settle a redemption application only when, without an unreasonable delay, corresponding assets of the Fund can be sold. This can take (e.g. due to the sale of the investments on auctions) several months up, so that the settlement of redemptions can take place over up to twelve months later. If such action is necessary, all the redemption applications received on the same day will be settled at the same price.**

If, instead of at the absolute discretion of the Depository Bank, the payment is to be made at the demand of the investor in a currency other than the currency in which the units in question were launched, the sum to be paid is calculated from the proceeds of the conversion of the currency of account into the payment currency.

After the payment of the redemption price, the unit in question is invalid.

Requests for the redemption of Investor Shares must be made in accordance with the Redemption Request Form which accompanies this Offering Memorandum.

The Company and Registrar are entitled to require 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.

Requests for redemption of Investor Shares must be received by the Administrator no later than 4.00 pm (CET) on the relevant Redemption Day. If a Redemption Request is received less than 4.00 pm (CET) to the relevant Redemption Day, the Investor Shares will be redeemed on the Redemption Day subsequent to the relevant Redemption Day; however the Company may, if conditions allow, accept a shorter notice period for any redemptions.

Investor Shares will be redeemed with effect from the relevant Redemption Day. Upon final calculation of the Net Asset Value per Investor Share, written confirmation will be sent to investors within five (5) Business Days of the number and value of Investor Shares redeemed.

### 11.4 Redemption Restrictions

No special restrictions.

### 11.5 Redemption Fee

The Fund may charge a Redemption Fee as shown in Sector "Useful Information".

#### 11.5.1 Transfer Agent Fee

A Registrar / Transfer Agent fee of 0.20% shall be payable, with a minimum of EUR 100.- per redemption.

A Transfer Agent fee of 0.10 % p.a. shall be payable by the Fund.

### 11.6 Payment of Redemptions

Normally the Company will arrange for payment to the shareholder the net proceeds within ten (10) Business Days after the Redemption Day. Payment on redemption may be delayed in the case of extraordinary circumstances, such as the inability to liquidate existing positions, or the default or delay in payments due to the Company from banks or other persons.

Payment will be made by telegraphic transfer (with charges for the account of the recipient), or by cheque or bank draft, in accordance with the instructions of the Shareholder given in the Redemption Request. Requests for redemption in the proper form will be honoured and the Fund's positions in the Markets will be liquidated to the extent necessary (if any) to discharge its liability on the Redemption Day.

### **11.7 Redemption in Specie**

The Company may also redeem Investor Shares, if recommended to do so by the Directors at their sole discretion, by way of transferring investments (works of art, Gold etc.) and or cash. The cash component shall be a balancing amount to equalise any difference between the value of the investments and the Redemption Price per Investor Share for which the redemption is being made, plus an allowance for any fees or charges payable by the Company in respect of the transfer and registration of the investments as part-payment for the redemption.

No redemption will be made until the Shareholder has completed and delivered a Redemption Notice in the form set and satisfied all the requirements of the Directors as to such a redemption request.

### **11.8 Compulsory Redemptions**

The Directors can affect a compulsory redemption of Investor Shares at its absolute discretion. In the event that Investor Shares are redeemed by way of a compulsory redemption, those shares shall be redeemed at the normal Redemption Price. The Directors, at their discretion, may waive any applicable Redemption Fees.

In the case where the compulsory redemption is made due to a breach by the shareholder of the terms of this Memorandum, which causes the fund to not be in compliance with the limitations and restrictions on the ownership of Investor Shares set forth in this Memorandum, a further Redemption Fee of 1 % may be applied by the Directors.

## **12 Transfers of Investor Shares**

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Requests for the transfer or assignment of Investor Shares must be made in writing. Transfers or assignments of the Investor Shares may not be made without the prior approval of the Board, which approval will not be unreasonably withheld (See Section 12.1). Any attempted transfer or assignment without such approval will be void and without effect. A Shareholder desiring to transfer his Investor Shares must make available to the Administrator such information as the Board may require, including information necessary to satisfy the Board that the proposed transfer complies with applicable laws. In addition, the proposed transferee must agree to take such Investor Shares subject to the same conditions, warranties and restrictions pursuant to which the Investor Shares were held by the transferor.

### **12.1 Refusal to Approve Transfer of Investor Shares**

If, within thirty (30) days of receipt by the Administrator of an acceptable instrument of transfer, the Board does not deny permission for the transfer, the Board shall be deemed to have approved the transfer. However, the Board may only refuse to approve the proposed transfer of any Investor Share if the manner, form or evidence of transfer is unacceptable, if the transfer might violate applicable laws or when such transfer is deemed by the Board in its absolute discretion to be contrary to the best interests of the Company by virtue of resulting in legal, pecuniary, regulatory, taxation or administrative disadvantage to the Company.

## **13 Suspensions of Issue and Redemption of Investor Shares**

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The Directors may, at any time, suspend the determination of Net Asset Value, and the issue and redemption of Investor Shares, for the whole or any part of any period:

- a) during which any of the Markets on which any significant portion of the assets of the Company comprised in the Fund from time to time are quoted or dealt in is closed other than for customary holidays and weekends, or during which dealings thereon are restricted or suspended;
- b) during the existence of any state of affairs which, in the opinion of the Directors, constitutes an emergency as a result of which disposition or valuation of assets owned by the Company for the Fund is not reasonably practicable or would be seriously prejudicial to the interest of the Company or the holders of the Investor Shares;
- c) when any breakdown occurs in the means of communication or computation normally employed in determining the price or value of any of the assets owned by the Company for the Fund or the current price or values on any exchange in respect of the assets owned by the Company for the Fund or when, for any other reason, the prices or values of any such assets cannot reasonably be promptly and accurately ascertained;
- d) when the Company is unable to repatriate monies for the purposes of making payments on the redemption of the Investor Shares or during which any transfer of monies involved in the realisation or acquisition of investments or payments due on redemption of Investor Shares cannot in the opinion of the Directors be effected at normal rates of exchange;
- e) when a notice has been published convening a meeting of Members for the purpose of resolving a winding up of the Company; or

- f) during which, in the opinion of the Directors, redemptions would seriously impair the Company's ability to operate or to jeopardise its tax status.

In the event of a suspension as described above, the Administrator shall immediately notify the Registrar of Mutual Funds in St. Vincent and the Grenadines that dealing in the Investor Shares ceased or is suspended. Furthermore, notice that dealing is suspended shall be given in written form to the relevant subscribers and shareholders advising them of the suspension and that they may withdraw their applications for subscription and/or redemption by giving written notice to the company provided that the notice is received before the end of the suspension period.

## **14 Material Contracts**

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Subject to an investment management agreement between the Company and Trade Finance Asset Management Limited under which the Company has appointed the Investment Manager, the Investment Manager has agreed to act, as Investment Manager to the Company with regard to the assets of the Fund. The agreement shall continue in force unless and until terminated by either party giving the other party not less than ninety (90) days' written notice (or such shorter notice as the other party may agree to accept), except that the agreement may be terminated forthwith by either party if the other party shall commit any breach of its obligations under it.

An administration agreement between the Company and CAIAC International Limited under which the Company has appointed the Administrator and the Administrator agrees to provide administrative and share registration services to the Company. The agreement shall continue in force unless and until terminated by either party giving not less than ninety (90) days' written notice to the other party (or such shorter notice as the other party may agree to accept) provided that the agreement may be terminated forthwith by notice in writing by either party, if the other party shall commit any breach of its obligations under it.

## **15 Documents Available for Inspection**

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Copies of the following documents will at all times be available for inspection by prospective investors or their representatives at the registered office of the Company or the offices of the Administrator:

- a) The Articles of Incorporation, Certificate of Incorporation and By-Laws;
- b) The Investment Advisory Agreement;
- c) The Administration Service Agreement; and
- d) Past audited statements of the Company.

## **16 Indemnities**

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The Company has agreed that it will indemnify the Directors, officers and liquidators without limitation as permitted by law save where the Directors, officers and liquidators have acted negligently or in bad faith.

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

In addition, the Company has granted indemnities to the Investment Manager, the Administrator and the Custodian in respect of actions brought against them in their respective capacities, where they have acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interests of the Company and provided again such actions did not involve gross negligence, wilful default, fraud or dishonesty.

## **17 Accounting Practices**

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The accounts of the Company will be kept and the financial statements will be prepared on the basis of internationally or nationally (e.g. Switzerland, Germany, Austria, Liechtenstein) accepted accounting standards.

## **18 Minimum Amounts**

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The minimum amount which must be raised before the fund commences trading is EUR 500'000.-. If such an amount is not reached, monies will be returned to subscribers with interest at prevailing money market rates.

## **19 Litigation**

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The Company is not and, has not since incorporation, been involved in any legal or arbitration proceedings which may have or have had since incorporation of the Company, a significant effect on the Company's financial position nor, so far as any of the Directors is aware, are any such proceedings threatened or pending against the Company.

## **20 Director's Interest**

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None of the Directors or any person connected with any of them has an interest, direct or indirect, in the capital of the Company, saved as disclosed under Section 21. The Directors may subscribe for Investor Shares at any time at the prevailing Subscription Price.

None of the Directors has a service contract, existing or proposed, with the Company, other than the contract for their Director's services.

None of the Directors has any interest in any transactions which are unusual in their nature or significant to the business of the Company, except as disclosed under Section 21.

No loan or guarantee has been granted or provided by the Company to any Director.

No agreement or transaction between the Company and one or more of its Directors or any person in which any Director has a financial interest or to whom any Director is related, including as a Director of that other person, is void or voidable for this reason only or by reason only that the Director is present at the meeting of Directors or at the meeting of the committee of Directors that approves the agreement or transaction or that the vote or consent of the Director is counted for that purpose (i) if the material facts of the interest of each Director in the agreement or transaction and his interest in or relationship to any other party to the agreement or transaction are disclosed in good faith or are known by the other Directors and (ii) the agreement or transaction is approved or ratified by a resolution of the shareholders.

The Directors, with the prior approval of the Members, may fix the emoluments of Directors with respect to services to be rendered in any capacity to the Company.

The Directors may, by resolution, exercise all the powers of the Company to borrow money and to mortgage or charge its undertakings and property 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, subject to Section 4 of this memorandum.

Directors must be at least 18 years of age.

## **21 Conflicts of Interest**

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The Investment Manager will not devote its time exclusively to the management of the Company and may perform similar or different services for others and may sponsor, establish or manage other investment funds during the same period that it acts for the Company. The Investment Manager may, therefore, have conflicts of interest in allocating management time, services and functions among the Company and such other persons for which it provides services.

However, at all times the Investment Manager will ensure a fair and equitable allocation of their management time, services, functions and investment opportunities between the Company and any other person to whom it provides services.

It should be noted that, while not a conflict of interest per se, the investment management company holds the management shares of the investment company.

Should a conflict of interest arise, the Directors of the Company will endeavour to ensure that it is resolved fairly.

## **22 Anti-Money Laundering**

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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 may not be 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.

## **23 Rights of Shareholders**

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The Fund is open-ended in the sense that, at any time, new shareholders may acquire shares in one or more of the Company's funds and that other shareholders may, at any time leave a fund either by requesting redemption of shares or transferring to one or more of other funds.

In acquiring shares in one or more funds, a shareholder is bound by all the provisions of the Articles of Incorporation, By-Laws and the Offering Memorandum of the specific funds. Each shareholder has an undivided interest in the assets proportional to the number of his or her shares.

The Subscriber may have a right to withdraw from a subscription agreement to purchase shares, a right to a remedy for rescission, or in some instances or circumstances a right to compensation for damages. Furthermore, if this Offering Memorandum contains any misrepresentation relating to the provision of full and accurate disclosure of all such information as investors would reasonably require and expect to find for the purpose of making an informed decision, any investor who purchases shares pursuant to said Offering Memorandum or amendment(s) thereto is deemed to have relied upon the misrepresentation and shall have the following rights:

- a) a right of action for the rescission of the purchase; or
- b) for damages jointly and severally against the Fund, and every member of the Board of Directors (by whatever name called) who while aware of the misrepresentation, or would have been aware of the misrepresentation had he made reasonable investigations consistent with his duties, authorized the signing of or approved the Offering Memorandum or amendment thereto and consented to its publication and filing or caused it to be signed or published and filed.

For the purposes of the foregoing, a "misrepresentation" means an untrue or misleading statement of the aforementioned disclosures or an omission to disclose any of such aforementioned disclosures. No person shall be liable under this clause if he proves that the Subscriber purchased the shares offered by the Offering Memorandum or amendment thereto with knowledge of the misrepresentation.

## **24 Subscribers' Undertakings and Warranties**

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Subscribers should take notice that by completing and executing the Subscription Agreement and Application Form, the Subscriber is entering into the following undertakings and giving the following warranties:

The Subscriber irrevocably subscribes for the Investor Shares as specified in the Subscription Agreement and Application Form, as may be determined in accordance with the Articles of Incorporation, By-Laws of the Company and this Offering Memorandum following acceptance of this application by the Company. The Subscriber understands that fractional shares may be issued.

The Subscriber agrees that subscriptions made in currencies other than EUR will be sold on behalf of the Company by the Bank at the market rate for EUR and Investor Shares will be issued to the value of the currency proceeds and the Subscriber accepts the exchange risk and costs relating to that transaction.

The Subscriber acknowledges and confirms that he has received, read, is familiar with and understands this Offering Memorandum including all relevant Appendices. In evaluating the suitability of an investment in the Fund the Subscriber has not relied upon any representations or other information (whether verbal or written) other than as set forth in this Offering Memorandum.

The Subscriber has taken the advice of professional advisers who have sufficient knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of this investment and the Subscriber is fully capable of assessing and bearing the risks involved in the Subscriber's own right or with the benefit of such professional advice received.

The Subscriber agrees that the Investor Shares hereby subscribed for will be held subject to the terms and conditions of the Articles of Incorporation and By-Laws of the Company as amended from time to time and that the Company will fully protect and indemnify its Directors, the Investment Manager, the Administrator and the Bank against liability in the terms set out under Section 16.

The Subscriber fully appreciates the Company's rights to accept or reject all applications for subscription in its sole discretion. To induce the Company to accept this subscription, the Subscriber agrees, represents and warrants that the Investor Shares hereby subscribed for are not being acquired for the account of any person who is, directly or indirectly:

- a) a citizen or resident of the United States, its territories or possessions; or
- b) a corporation or other entity organised or created under the laws of any of the United States, its territories and possessions; or
- c) an entity controlled, directly or indirectly, by a person described in a) or b) above; or
- d) a citizen or resident of St. Vincent other than a St. Vincent International Business Company.

The Subscriber agrees that no Investor Shares hereby subscribed for may at any time be transferred to any other person without first seeking the approval of the Company in accordance with the provisions of Section 12.

The Subscriber acknowledges and accepts that this Subscription Agreement and Application is governed by St. Vincent law and hereby submits to the nonexclusive jurisdiction of the Courts of St. Vincent. The Subscriber confirms that, to the best of the Subscriber's knowledge and belief, the Subscriber's subscription monies are not in whole or in part, the proceeds of drug trafficking or other such criminal activity, nor do they represent, in whole or in part, directly or indirectly, such proceeds.

The Subscriber acknowledges that the Company, the Administrator or other service provider to the Company may be required by applicable laws and/or regulations to take further reasonable steps to establish the identity of the Subscriber or of any other person whom the Company, the Administrator or other service provider knows or has reason to believe is a person for whom or on whose behalf the Subscriber is acting, and the Subscriber undertakes to co-operate with and assist the Company, the Administrator or other service provider in relation to such steps and the Subscriber acknowledges that the Company, the Administrator or other service provider shall be held harmless and indemnified by the Subscriber against any loss arising as a result of a failure to process the Subscription Application if any information required by the Company, the Administrator or other service provider has not been provided by the Subscriber.

The Subscriber agrees that redemption payments will only be made to the account of the Subscriber at the remitting bank/financial institution or to another account in the Subscriber's name or, in the case of payment by cheque or draft, redemption payments will only be made payable to the registered Shareholder.

The Shareholder agrees that, where redemption requests made by the Shareholder are sent to the Administrator by facsimile, the Shareholder shall immediately send the original of such notice to the Administrator by post or by courier but that the Administrator shall, nonetheless, be entitled, but not obliged, to treat such facsimile notice at face value and to act thereon if the original has not arrived by the relevant Redemption Day. The Shareholder further agrees to indemnify and hold harmless the Administrator, its directors and other officers, servants, employees and agents from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgements, suits, costs, expenses or disbursements of any kind or nature whatsoever (other than those resulting from the negligence, fraud or wilful default of the Administrator, its directors or other officers, servants, employees or agents in its treatment of such facsimile notice) which may be imposed on, incurred by or asserted against Administrator, its directors or other officers, servants, employees or agents in its treatment of such facsimile notice.

06 June 2018

Blockchain Investment Fund Ltd.